

**AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA  
AIR RESOURCES BOARD, OF THE STATE OF CALIFORNIA AND THE  
MUNICIPALITY OF TIJUANA, BAJA CALIFORNIA ON THE LONG-TERM LOAN  
OF PARTICULATE MATTER AIR MONITORING SENSORS**

This agreement amends, the Memorandum of Understanding (MOU) that was entered into by the California Air Resources Board of the State of California (CARB) and the Municipality of Tijuana (Municipality), Baja California, hereafter jointly referred to as the "Participants" on September 24, 2021. Specifically, the amendments change the termination date in Section II (6), the date the MOU takes effect in Section III, deletes Section V in the previous agreement, and other makes other minor and conforming changes. The full text, including amendments, are below.

- I. **WHEREAS**, in view of the commitment of California and Mexico to work cooperatively toward improving air quality in the border region, the San Diego-Tijuana Air Quality Task Force was created to set initial priority focus areas in the border region to improve air quality.
- II. **WHEREAS**, the Participants desire to enhance the availability of air quality data to better understand the causes and severity of air pollution in the San Diego-Tijuana border region;
- III. **WHEREAS**, this MOU is expected to facilitate enforcement and regulation in Tijuana of applicable air quality laws by allowing focused control efforts on sources causing the increased concentrations of particulate matter (PM) in the area;
- IV. **NOW, THEREFORE**, the Participants agree to cooperate as follows:

**SECTION I  
PURPOSE**

The purpose of this MOU is to provide for the establishment and operation of a network of 50 Purple Air PM air sensors (sensors listed in the Attachment) in Tijuana, Baja California by the Municipality. The Sensors will be used to enhance PM monitoring in the Municipality, facilitate exchange of information related to air quality in the region, and enhance the capacity of Municipality authorities to enforce regulations to limit activities known to adversely impact air quality.

**SECTION II  
AREAS OF COOPERATION**

The Municipality intends to:

1. Take possession and control of, and full responsibility for the sensors, and use the sensors to form a PM monitoring network in Tijuana;
2. Install the sensors in Tijuana in locations likely to ensure their continued operation and safety;
3. Inform CARB of any problems that may arise with the sensors' operation and consult with CARB on potential solutions;

4. Undertake reasonable efforts to maintain the continued operation of the sensors, including replacing non-operational sensors;
5. Use the data provided by the sensors as an enforcement tool to identify sources that generate high PM around the Municipality; and
6. Quarterly, share information with CARB on the actions taken to reduce PM emissions based on sensor data. Information is to include general information on the inspections that were performed as a result of the monitoring and the associated enforcement actions that were taken. Quarterly submittal of inspection reports will be sent to CARB until this MOU terminates on September 30, 2024.

**CARB intends to:**

1. Provide 50 sensors to the Municipality in two phases;
  - Phase 1: 25 PM air sensors will be delivered to the Municipality in San Diego, California at a time and place that the City and CARB agree to;
  - Phase 2: An additional 25 PM air sensors will be sent to the Municipality within three (3) months if CARB determines that the Phase 1 sensors are operating correctly after their installation in Tijuana;
2. Transfer ownership and responsibility for the control and operation of the sensors to the Municipality on an ongoing basis for the purpose of operating an air monitoring network in Tijuana;
3. Provide a training session in San Diego, California, with CARB staff, the Municipality, and other local government organizations to go over sensor installation and operation;
4. Provide the Municipality with additional consultation on installation, maintenance, and other technical issues relating to the sensors as needed.

**SECTION III  
DURATION, TERMINATION, MODIFICATION**

This MOU is in effect as of the date of its signature until September 30, 2024. This MOU may be terminated by either CARB or the Municipality. This MOU may be amended at any time as agreed by the Participants in writing.

**SECTION IV  
DISPUTE RESOLUTION, AUTHORIZED REPRESENTATIVES, NOTICES**

The Participants will use their best efforts to settle amicably any dispute, controversy, or claim arising out of this MOU. Any disputes arising out of this MOU shall be negotiated between the authorized representatives identified below, who shall act as liaisons for this MOU, and who will be responsible for the reception and return, if applicable, of the loan sensors. Any notice or request required or permitted to be given or made under this MOU shall be in writing and provided to the address specified below or such other address as shall be hereafter notified:



CARB:

Chanell Fletcher, Deputy Executive Officer California Air Resources Board  
1001 I Street, Sacramento, CA 95812

For the Municipality of Tijuana, Baja California:  
Lic. Alejandro Muñoz Gil Lamadrid, Director de Protección al Ambiente del XXIV  
Ayuntamiento de Tijuana, Baja California.  
Avenida Independencia 1350, Zona Urbana Rio, C.P. 22010.

**SECTION V  
GOOD FAITH, FUNDING AND RESOURCES**

The Participants agree in good faith to uphold the general principle on the transfer of possession of the sensors. CARB and the Municipality agree to notify one another if any problems arise and to work together to foster maximum confidence in the air quality monitoring data generated by the Sensors. All activities undertaken pursuant to this MOU shall be subject to the applicable laws of the Participants, as well as the availability of funds, personnel, and other resources of each Participant.

**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 a Participant for the execution of this Memorandum of Understanding 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 that 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.

The participants agree that this Memorandum of Understanding signed between the California Air Resources Board of the State of California and the 23rd City Council of the Municipality of Tijuana in Baja California amends the previous version.

In WITNESS THEREOF, the California Air Resources Board and the Municipality of Tijuana, Baja California, approve of this MOU to be executed by their duly authorized representatives, signed in duplicate in the city of Tijuana, Baja California and the City of Sacramento, on the eighteenth day of February in the year two thousand and twenty-two.

**CALIFORNIA AIR RESOURCES BOARD**

Chanell Fletcher  
Deputy Executive Officer  
California Air Sources Board

Catherine Dunwoody  
Chief, Monitoring and Laboratory Division  
California Air Resources Board

THE MUNICIPALITY OF TIJUANA, BAJA CALIFORNIA



\_\_\_\_\_  
Monserrat Caballero Ramirez  
Senior Officer of the 24th City Council of Tijuana in Baja California

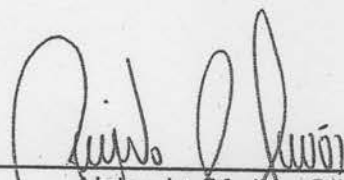


\_\_\_\_\_  
Jorge Antonio Salazar Miramontes  
Secretary of the Government  
24th City Council of Tijuana in Baja California

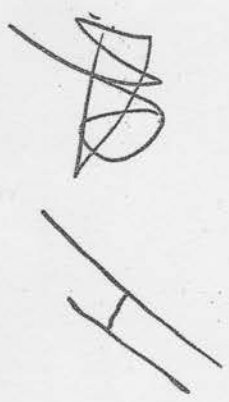


\_\_\_\_\_  
Miguel Angel Bujanda Ruiz  
Secretary of Territorial, Urban, and Environmental Development  
24th City Council of Tijuana in Baja California

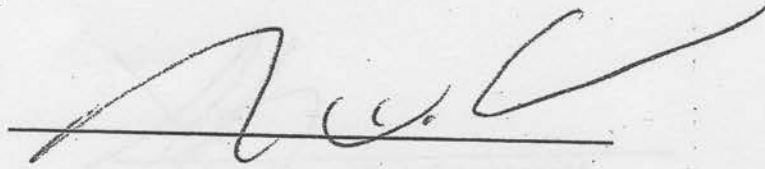
THE ENVIRONMENTAL PROTECTION DEPARTMENT FOR THE MUNICIPALITY  
OF TIJUANA, BAJA CALIFORNIA

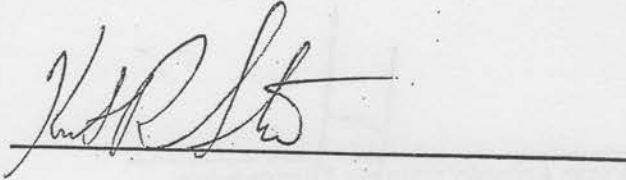


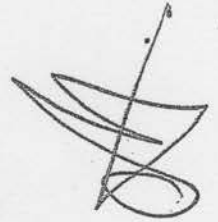
\_\_\_\_\_  
Alejandro Muñoz Gil Lamadrid  
Director of the Environmental Protection Department  
24th City Council of Tijuana in Baja California

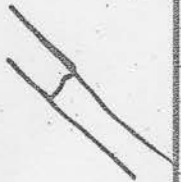


WITNESSES

  
\_\_\_\_\_

  
\_\_\_\_\_







This last sheet is an integrated part of the AMENDED MEMORANDUM OF UNDERSTANDING signed by THE AIR RESOURCES BOARD, OF THE STATE OF CALIFORNIA, with the MUNICIPALITY OF TIJUANA, BAJA CALIFORNIA, and consists of five pages (six pages in English version) Official Letter: CJM/DNP/1019/2022. CPP/abf.



**Phase 1 of 2 Purple Air Sensors**

**Mar-22**

**City of Tijuana-25 Count**

PAII 80:7d:3a:56:38:28

PAII 80:7d:3a:56:36:b6

PAII 80:7d:3a:56:39:32

PAII 80:7d:3a:56:43:2c

PAII 80:7d:3a:56:38:2c

PAII 80:7d:3a:56:37:b5

PAII 84:f3:eb:6d:d4:83

PAII 80:7d:3a:56:37:a4

PAII 80:7d:3a:56:36:c5

PAII 84:f3:eb:6d:d3:94

PAII 84:f3:eb:6d:d3:c4

PAII 68:c6:3a:8e:7a:1a

PAII 68:c6:3a:89:2d:4c

PAII 84:f3:eb:8f:fe:e7

PAII 84:f3:eb:6d:d3:a3

PAII 68:c6:3a:8e:79:db

PAII 84:f3:eb:6d:d3:a9

PAII 84:f3:eb:6d:d4:7f

PAII 80:7D:3A:56:37:9B

PAII 80:7d:3a:56:38:94

PAII 84:F3:EB:6D:D3:9f

PAII 84:F3:EB:6D:D3:AC

PAII 80:7D:3A:56:39:35

PAII 80:7D:3A:56:39:4F

PAII 80:7D:3A:56:37:8B