

MEMORANDUM OF COOPERATION BETWEEN THE CALIFORNIA AIR RESOURCES BOARD, OF THE STATE OF CALIFORNIA AND THE MUNICIPALITY OF MEXICALI, BAJA CALIFORNIA, THROUGH THE SENIOR OFFICER OF THE 22nd CITY COUNCIL OF MEXICALI AND THE DIRECTOR OF THE ENVIRONMENTAL PROTECTION DEPARTMENT FOR THE MUNICIPALITY OF MEXICALI, BAJA CALIFORNIA ON THE LOAN OF PM AIR MONITORING SENSORS

This Memorandum of Cooperation (MOC) is entered into by the California Air Resources Board of the State of California (CARB) and the municipality of Mexicali, Baja California, through the Senior Officer of the 22nd City Council of Mexicali (Municipality) and the Director of the Environmental Protection Department for the Municipality of Mexicali in Baja California (Department) hereafter jointly referred to as the "Participants."

- I. **WHEREAS**, in view of the commitment of California and Mexico to work cooperatively toward improving air quality in the border region, the Imperial County – Mexicali Air Quality Work Plan 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 Imperial County - Mexicali border region;
- III. **WHEREAS**, this MOC is expected to facilitate enforcement and regulation in Mexicali of applicable air quality laws by allowing focused control efforts on sources causing the increased concentrations of PM in the area;
- IV. **NOW, THEREFORE**, the Participants agree to cooperate as follows:

**SECTION I
PURPOSE**

The purpose of this MOC is to provide for the establishment and operation of a network of 50 PM air sensors (Sensors, as listed in the Attachment) in Mexicali, Baja California by the Municipality. The Sensors will be used to enhance particulate matter (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. The ownership of the Sensors will remain with the CARB and all responsibilities for the operation and maintenance of the sensors will be carried by the Municipality.

**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 Mexicali;
2. Install the Sensors in Mexicali in locations likely to ensure their continued operation (such as at governmental or educational institutions);

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;
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 for three (3) years from the date of signature of this MOC.

CARB intends to:

1. Provide the Sensors to the Municipality in two phases;
 - Phase 1: 25 PM air sensors will be delivered to the Municipality in Imperial County, 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 Mexicali by the City;
2. Transfer responsibility for the control and operation of the Sensors to the City on an ongoing basis for the purpose of the Municipality operating an air monitoring network in Mexicali;
3. Provide a training session in El Centro, California, with CARB staff, the City, and other local government organizations to discuss 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

The Municipality will be allowed to possess the Sensors on an ongoing basis, subject to the Municipality fulfillment of its intentions as stated in this MOC. This MOC may be terminated by either CARB or the Municipality, if the MOC is terminated the Municipality will make reasonable efforts to return the Sensors to CARB. This MOC 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 MOC. Any disputes arising out of this MOC shall be negotiated between the authorized representatives identified below, who shall act as liaisons for this MOC. Any notice or request required or permitted to be given or made under this

MOC shall be in writing and provided to the address specified below or such other address as shall be hereafter notified.
For the California Air Resources Board: Chief of the Air Quality Planning and Science Division.
1001 I Street, Sacramento, CA 95812

For the Municipality of Mexicali, Baja California: the Senior Officer of the 22nd City Council of Mexicali.
Calzada Independencia 998, Centro Cívico C.P. 21000, Mexicali, Baja California

For the Environmental Protection for the Municipality of Mexicali, Baja California: The Director.
Plaza Baja California Local 17-C, Calzada Independencia S/N, Centro Cívico C.P. 21000, Mexicali Baja California.

SECTION V INDEMNIFICATION

The Municipality agrees to indemnify CARB for any action taken against CARB relative to the provision of the Sensors as described in this MOC.

SECTION VI 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 MOC 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 VII SUPPLEMENTARY PROVISION

The Participants acknowledge that this MOC is only intended to provide for cooperation between the Participants and does not create any legally binding rights or obligations. To the extent any other provision of this MOC is inconsistent with this paragraph, this paragraph shall control.

In WITNESS THEREOF, the California Air Resources Board and the Municipality of Mexicali, Baja California, approve of this MOC to be executed by their duly authorized representatives, signed in duplicate in the city of Mexicali, Baja California the 7th of December of 2018.



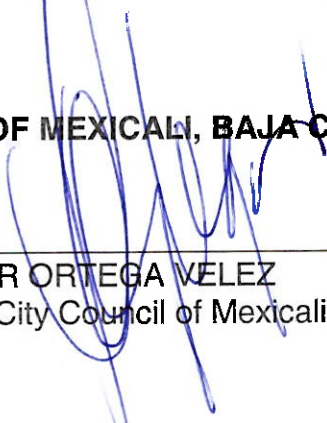
THE CALIFORNIA AIR RESOURCES BOARD



MICHAEL BENJAMIN

Chief, Air Quality Planning and Science Division

THE MUNICIPALITY OF MEXICALI, BAJA CALIFORNIA,



OSCAR ORTEGA VELEZ

Senior Officer of the 22nd City Council of Mexicali, Baja California.

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




LUIS FLORES SOLIS

Director of the Environmental Protection Department for the Municipality of Mexicali in Baja California

WITNESSES





Attachment - PM Sensors MAC address¹

Sensor	MAC address	Sensor	MAC address
1	68:c6:3a:89:7b:40	26	68:c6:3a:89:7f:38
2	68:c6:3a:8e:79:e9	27	68:c6:3a:89:7e:72
3	68:c6:3a:89:1d:64	28	68:c6:3a:89:7f:3a
4	68:c6:3a:89:1e:17	29	68:c6:3a:89:6e:31
5	68:c6:3a:89:7e:7f	30	68:c6:3a:89:7e:7d
6	68:c6:3a:89:7e:74	31	68:c6:3a:89:7e:76
7	68:c6:3a:89:7e:78	32	68:c6:3a:89:6e:5b
8	68:c6:3a:89:7e:7e	33	68:c6:3a:89:7f:40
9	68:c6:3a:89:7d:d8	34	68:c6:3a:89:6e:a0
10	68:c6:3a:8e:8e:fd	35	68:c6:3a:8e:a4:99
11	68:c6:3a:8e:4e:a	36	68:c6:3a:8e:8e:f2
12	68:c6:3a:8e:59:5a	37	68:c6:3a:8e:5c:10
13	60:1:94:65:ab:b6	38	68:c6:3a:8e:a4:6b
14	60:1:94:65:ac:85	39	68:c6:3a:8e:6b:94
15	60:1:94:65:ab:e8	40	68:c6:3a:8e:59:4a
16	84:f3:eb:45:26:7	41	68:c6:3a:8e:8e:f7
17	84:f3:eb:45:1f:7c	42	68:c6:3a:8e:59:4e
18	84:f3:eb:45:1b:98	43	84:f3:eb:45:21:dc
19	ec:fa:bc:b:b2:a9	44	84:f3:eb:45:26:42
20	ec:fa:bc:b:b1:b7	45	84:f3:eb:45:1e:5d
21	68:c6:3a:89:60:2a	46	84:f3:eb:45:25:51
22	68:c6:3a:89:7f:3b	47	ec:fa:bc:b:b1:74
23	68:c6:3a:89:7d:c7	48	ec:fa:bc:b:b1:99
24	68:c6:3a:89:7e:75	49	ec:fa:bc:b:6f:cd
25	68:c6:3a:89:7f:48	50	2c:3a:e8:48:ac:13

¹ The MAC (Media Access Control) address is a globally unique identifier assigned to network devices and may be used to identify hardware, similar to a serial number.