



## **MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE STATE OF BAJA CALIFORNIA AND THE GOVERNMENT OF THE STATE OF BAJA CALIFORNIA SUR OF THE UNITED MEXICAN STATES FOR THE ESTABLISHMENT OF THE COMMISSION OF THE CALIFORNIAS**

The Government of the State of California of the United States of America and the Government of the States of Baja California and the Government of the Baja California Sur of the United Mexican States, hereinafter referred to as “the Participants”;

### **1. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to establish the Commission of the Californias (“the Commission”), as a forum to share information concerning common challenges, and to discuss the development of collective solutions to those common challenges.

### **2. SCOPE OF COOPERATION**

Through the Commission, the Participants intend to share information concerning common areas of interest, particularly the following:

1. Environment and energy.
2. Transportation and infrastructure.
3. Emergency preparedness and response.
4. Economic development and tourism.
5. Agriculture.
6. Public health.

### **3. IMPLEMENTATION OF ACTIVITIES**

The cooperation activities that are identified within the Commission will be carried out by the Governors and their designated staff, in coordination with the following governmental entities

1. For the Government of the State of California:
  - a. Economic development and tourism – Governor's Office of Business and Economic Development (lead coordinating office), and California Travel and Tourism Commission.
  - b. Environment and energy – California Environmental Protection Agency and the California Natural Resources Agency.

- c. Transportation and infrastructure – California State Transportation Agency.
  - d. Emergency preparedness and response – Governor's Office of Emergency Services.
  - e. Agriculture – California Department of Food and Agriculture.
  - f. Public health – California Health and Human Services Agency.
2. For the Government of the State of Baja California:
- a. Economic development and tourism – Secretary of Sustainable Economy and Tourism (lead coordinating office), and the Public Trust for Tourism Promotion of Baja California.
  - b. Environment and energy - Secretary of Sustainable Economy and Tourism, State Water Commission and State Energy Commission.
  - c. Transportation and infrastructure - Secretary of Infrastructure, Urban and Territorial Development.
  - d. Emergency preparedness and response- Secretary of Government and Civil Protection Coordination.
  - e. Agriculture – Secretary of Agriculture and Food Security.
  - f. Public health – Secretary of Health.
3. For the Government of the State of Baja California Sur:
- a. Economic development and tourism - Secretary of Tourism, Economy and Sustainability.
  - b. Environment and energy - Secretary of Urban Planning, Infrastructure and Mobility and the Secretary of Tourism, Economy and Sustainability
  - c. Transportation and infrastructure - Secretary of Urban Planning, Infrastructure and Mobility (lead coordinating office).
  - d.
  - e. Emergency preparedness and response - Secretary of Government.
  - f. Agriculture - Secretary of Fishing, Aquaculture and Agriculture.
  - g. Public health - Secretary of Health.

#### **4. MEETINGS**

The Participants intend to meet to engage in collective discussion at least once a year, and ensuring sharing hosting responsibilities rotate equally between the three Participants, to the extent possible.

It is intended to provide quality simultaneous translation services at every meeting to ensure effective communication. Meeting date, location notice and agendas would be provided at least ten (10) days before the meeting and meeting minutes would be circulated to the Commission members within three (3) months after the meeting.

## **5. FUNDING**

This MOU does not entail financial obligations for the Participants. The participants intend to assume the costs they incurred on this MOU with resources allocated in their respective budgets, as these resources become available and as stipulated by their own legislation.

## **6. VALIDITY**

This MOU is a framework guiding discussions among the Participants for a period of four (4) years beginning on the date as of which all three (3) Participants have signed this MOU, unless the Participants agree in writing on a different end date.

Any Participant may withdraw from this MOU at any time for any reason. However, the Participants intend to provide notice to the other Participants sixty (60) days in advance.

## **7. FINAL PROVISIONS**

This MOU is not legally binding, nor does it create legally binding obligations, rights or remedies and/or legal effect.

This MOU is signed in San Diego, California, on December 4, 2019 in three (3) original copies of the same content in English and Spanish languages.

For the Government of the State of California  
of the United States of America

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**GAVIN CHRISTOPHER NEWSOM**

For the Government of the State of Baja California  
of the United Mexican States

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**JAIME BONILLA VALDEZ**

For the Government of the State of Baja California Sur  
of the United Mexican States

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**CARLOS MENDOZA DAVIS**