

**Memorandum of Understanding
on Collaborative Efforts on Enforcement and Compliance Assurance in Overburdened
Communities between the**

United States Environmental Protection Agency Region 9

and the

California Environmental Protection Agency



September 10, 2021

**Memorandum of Understanding
on Collaborative Efforts on Enforcement and Compliance Assurance in Overburdened
Communities between the**

U.S. Environmental Protection Agency Region 9

and the

California Environmental Protection Agency

I. Purpose

The purpose of this Memorandum of Understanding (MOU) between the U.S. Environmental Protection Agency Region 9 (U.S. EPA Region 9) and the California Environmental Protection Agency (CalEPA) is to enhance collaboration on enforcement and compliance assurance in overburdened communities.

The mission of U.S. EPA is to protect human health and the environment, and U.S. EPA Region 9 is responsible for implementation and oversight of U.S. EPA programs in Arizona, California, Nevada, Hawaii, Guam, American Samoa, Commonwealth of the Northern Mariana Islands, and over 140 federally recognized tribes in the Pacific Southwest. The mission of CalEPA is to restore, protect and enhance the environment and to ensure public health, environmental quality, and economic vitality in California. CalEPA is charged with ensuring consistent, effective, and coordinated enforcement of environmental laws by its Boards and Departments, which include the California Air Resources Board, the Department of Pesticide Regulation, the Department of Resources Recycling and Recovery, the Department of Toxic Substances Control, and the State Water Resources Control Board and Regional Water Quality Control Boards. U.S. EPA Region 9 and CalEPA share the goal of promoting environmental justice and enhancing enforcement and compliance assurance in and affecting overburdened communities. To do this, we will strive to improve transparency and communication among federal, state, and local agencies to be more accountable and responsive to compliance concerns in overburdened communities. We intend to use data to identify overburdened communities and the environmental and climate harms that affect them, and to prioritize our enforcement and compliance work accordingly.

This MOU describes our partnership and expands our collaborative activities related to enforcement, inspections, compliance assistance, communication, community engagement, and training to benefit public health and the environment in overburdened communities. We intend to carry out these activities and to engage community members in our efforts towards achieving our shared goals of reducing pollution burdens, increasing environmental compliance, and improving public health outcomes in overburdened communities.

II. Activities

Together, U.S. EPA Region 9 and CalEPA (collectively called the “Parties”) intend to collaborate on the following activities:

A. Strategic Targeting of Inspections

U.S. EPA Region 9 and CalEPA's Boards and Departments currently conduct inspections under numerous environmental statutes in overburdened communities. The Parties intend to increase our existing collaborations for the purpose of reducing pollution burdens, increasing environmental compliance, and improving public health outcomes in these communities. In furtherance of this objective, we intend to pursue strategies such as: increasing joint inspections in these communities; sharing or jointly developing new data sources, metrics for determining pollution burdens and vulnerability, and targeting techniques; and collaborating on staff training.

B. Enforcement Actions

U.S. EPA Region 9 and CalEPA's Boards and Departments currently conduct enforcement actions under numerous environmental statutes in overburdened communities. The Parties intend to increase our existing collaborations for the purpose of reducing pollution burdens, increasing environmental compliance, and improving public health outcomes in these communities. In furtherance of this objective, we intend to pursue strategies such as increasing coordination of enforcement responses, including joint judicial enforcement actions in these communities where appropriate and collaboration on staff training.

C. Community Engagement

The Parties intend to expand engagement with overburdened communities to empower these communities and to ensure that our targeting of enforcement resources, development of enforcement responses and remedies, and compliance-related activities are fully informed by the knowledge and lived experience of these communities. In furtherance of this objective, we intend to pursue strategies, such as: increasing transparency to the public at large and affected communities in particular of the Parties' targeting and other enforcement strategies and actions; using complaint data or other community input to prioritize the Parties' enforcement and compliance work; training for staff; and training for community members in, for example, community science and home monitor placement.

III. Program Planning and Evaluation

The Parties intend to collaborate on an annual workplan for strategies and activities conducted pursuant to this MOU and an annual accomplishment report to highlight collective achievements realized under this MOU, including to the extent feasible metrics to track and report progress.

IV. Authorities

U.S.EPA Region 9's participation in this MOU is authorized by Sections 104(a) and (b) of the Clean Water Act, 33 U.S.C. 1254(a) and (b); Sections 103(a) and (g) of the Clean Air Act, 42 U.S.C. 7403(a) and (g); Section 305(a) of the Toxic Substances Control Act, 14 U.S.C. 2665(a);

Section 104(k)(6) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9604(k)(6); Section 8001(a) of the Solid Waste Disposal Act, 42 U.S.C. 6981(a); Section 203(a) of the Marine Protection, Research and Sanctuaries Act, 33 U.S.C. 1443(a); Section 1442(a) of the Safe Drinking Water Act, 42 U.S.C. 300j-1; Section 102(2)(G) of the National Environmental Policy Act, 42 U.S.C. 4332(2)(G); and Sections 6604(b)(5) and (b)(13) of the Pollution Prevention Act, 42 U.S.C. 13103(b)(5) and (13).

CalEPA's participation in this MOU is authorized by California Government Code Section 12812.2 and Public Resources Code Section 71110.

V. Limitations

This MOU is a voluntary agreement that expresses the good-faith intentions of U.S. EPA Region 9 and CalEPA. It is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.

All activities undertaken pursuant to this MOU are subject to the availability of appropriated funds, personnel and other resources of each party. Nothing in this MOU obligates either party to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or to incur other financial obligations that would be inconsistent with its budget priorities. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the party that incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws. Except as provided in a separate written agreement between the parties, each party agrees not to submit a claim for compensation for services rendered to the other in connection with any activities it carries out in furtherance of this MOU. This MOU does not exempt CalEPA from U.S. EPA policies governing competition for assistance agreements. Any transaction involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

Nothing in this MOU constitutes an endorsement by any party of the activities, products, or services of any party to this agreement, or any other party. The U.S. EPA and CalEPA seal, displayed on the cover page of this MOU, may only be used for official U.S. EPA Region 9 and CalEPA purposes, respectively, including identifying U.S. EPA Region 9 and CalEPA as parties to this MOU.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this agreement, against U.S. EPA Region 9 or CalEPA, their officers or employees, or any other person. This MOU does not apply to any person outside of U.S. EPA Region 9 or CalEPA.

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

VI. Notice

Any notice given under this MOU shall be provided to:

For U.S. EPA Region 9:
Director
Enforcement & Compliance Assurance Division
U.S. Environmental Protection Agency, Region IX

For CalEPA:
Deputy Secretary for Law Enforcement
Office of the Secretary
California Environmental Protection Agency

Notice shall be provided by email and shall be effective upon delivery.

VII. Sharing of Privileged Information

To carry out the joint activities described in the MOU, either party may need to disclose to the other information claimed as confidential business information (CBI)/proprietary business information (PBI) to the disclosing party. The Parties agree to notify each other if the information was claimed as CBI or PBI by the submitter. The receiving party agrees not to disclose, copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity information designated as CBI or PBI without consent of the disclosing party except as such information may be subject to disclosure under, as applicable, the Freedom of Information Act (5 U.S.C. 552) and EPA's regulations at 40 C.F.R. Part 2, the California Public Records Act (Cal. Gov't. Code 6250 et seq.), or as otherwise required by law.

VIII. Commencement/Duration/Modification/Termination

This MOU will remain in effect for five years from the signing date. It may be extended or modified through the mutual written consent of the Parties at any time. Either party may terminate its participation in this MOU by providing written notice to the other agency 30 days in advance of the desired termination date.

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

IX. Approval

Representatives of both the U.S. EPA Region 9 and the Cal EPA sign below on September 10, 2021 in recognition of our intention to move forward with these collaborative efforts.

Deborah Jordan, Acting Regional Administrator
United States Environmental Protection Agency, Region 9

Jared Blumenfeld, Secretary
California Environmental Protection Agency