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**MEMORANDUM OF UNDERSTANDING**  
**UNITED STATES OF AMERICA,**  
**U.S. CUSTOMS AND BORDER PROTECTION**  
**AND**  
**THE CITY OF LONG BEACH**

**29535**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") constitutes an agreement between the United States of America, U.S. Customs and Border Protection and the City of Long Beach, California, for the purpose of an agreement to incinerate controlled substances seized by law enforcement agencies in the State of California pursuant to applicable federal statutes.

**PURPOSE:**

The City of Long Beach, in order to assist U.S. Customs and Border Protection in its enforcement of federal drug laws, agrees to incinerate drugs seized by or in the custody of U.S. Customs and Border Protection at its Southeast Resource Recovery Facility (SERRF), a municipal solid waste incinerator located in and operated by the City of Long Beach. The destruction through incineration will be done in accordance with state and local environmental rules and regulations.

**DEFINITION:**

For the purpose of this MOU "U.S. Customs and Border Protection " is defined as a federal law enforcement agency having authority to enforce the laws of the United States.

**TIME FRAME:**

This MOU shall commence at 12:01 a.m. on July 1, 2006, and shall terminate at midnight on June 30, 2007, with no limitation on the volume of controlled substances to be destroyed by U.S. Customs and Border Protection.

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1 **FINANCIAL:**

2 In order to defray the expenses incurred by the City of Long Beach at their SERRF  
3 facility, U.S. Customs and Border Protection shall pay the City of Long Beach a fee, as soon  
4 as possible after execution of this MOU through normal purchase order procedures as  
5 governed by the National Finance Center of the U.S. Customs and Border Protection, of  
6 Seventy-Five Thousand Dollars (\$75,000) for the one (1) year period designated in this MOU.

7 **LIABILITY:**

8 Each party shall assume any liability imposed on it for injury caused by a negligent or  
9 wrongful act or omission of its officials, employees and agents during the performance of this  
10 MOU. Liability shall be imposed on the City of Long Beach in accordance with California  
11 Government Code Section 895.2. Liability shall be imposed on U.S. Customs and Border  
12 Protection in accordance with the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. U.S.  
13 Customs and Border Protection shall defend, indemnify and hold harmless the City of Long  
14 Beach from any claim, demand, cause of action, loss, liability, damage, cost or other expense  
15 in accordance with the Federal Tort Claims Act. The City of Long Beach shall defend,  
16 indemnify and hold harmless the U.S. Customs and Border Protection from any claim,  
17 demand, cause of action, loss, liability damage, cost or other expense in accordance with  
18 Section 895.2.

19 **TERMINATION OF AGREEMENT:**

20 This MOU may be terminated by either party prior to June 30, 2007, by giving thirty (30)  
21 days' prior written notice to the other party, which thirty (30) days shall run from the date of  
22 deposit in the mail, first class, postage prepaid. In the case of termination prior to the  
23 expiration of this MOU, the City of Long Beach will refund Six Thousand Two Hundred Fifty  
24 Dollars (\$6,250.00) for each month remaining in the MOU to United States of America, U.S.  
25 Customs and Border Protection within thirty (30) days after the termination date.

26 **AMENDMENTS:**

27 This MOU may be amended only in writing and executed by the undersigned

28 ///

1 representatives from each party.

CITY OF LONG BEACH, a  
Municipal corporation

5 Dated: 3. 21., 2006

By: [Signature]  
City Manager

UNITED STATES OF AMERICA,  
U.S. CUSTOMS AND  
BORDER PROTECTION

10 Dated: February 28, 2006

Lawrence A. Fanning  
By: [Signature]  
Title: Fines Penalties and Forfeitures  
Officer, San Diego, CA

13 Address for Notice:

Address for Notice:

14 U.S. Customs and Border Protection  
15 Service Port Otay Mesa  
16 9777 Via de la Amistad L. #125  
17 San Diego, CA 92173

City of Long Beach  
333 West Ocean Boulevard  
Long Beach, CA 90802  
Attn: City Manager

17 U.S. Customs and Border Protection  
18 National Logistics Center  
19 6026 Lakeside Boulevard  
20 Indianapolis, IN 46278

20 This Memorandum of Understanding is hereby approved as to form

21 this 16<sup>th</sup> day of March, 2006.

Robert E. Shannon, City Attorney

By: [Signature]  
Deputy

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333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200