

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 MEMORANDUM OF UNDERSTANDING BETWEEN
2 UNITED STATES OF AMERICA
3 U.S. CUSTOMS AND BORDER PROTECTION
4 AND
5 CITY OF LONG BEACH

6 **35581**

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

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

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

21 3. TIME FRAME. This MOU shall commence at 12:01 on July 1, 2020
22 and shall terminate at midnight on June 30, 2021, with no limitation on the volume of
23 controlled substances to be destroyed by U.S. Customs and Border Protection.

24 4. FINANCIAL. In order to defray the expenses incurred by the City of
25 Long Beach at their SERRF facility, U.S. Customs and Border Protection shall pay the City
26 of Long Beach a fee, as soon as possible after execution of this MOU through normal
27 purchase order procedures as governed by the National Finance Center of the U.S.
28 Customs and Border Protection, of Seventy-Five Thousand Dollars (\$75,000) for the one

1 (1) year period designated in this MOU.

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

13 6. TERMINATION OF AGREEMENT. This MOU may be terminated by
14 either party prior to June 30, 2021 by giving thirty (30) days prior written notice to the other
15 party, which thirty (30) days shall run from the date of deposit in the mail, first class, postage
16 prepaid. In the case of termination prior to the expiration of this MOU, the City of Long
17 Beach will refund Six Thousand Two Hundred Fifty Dollars (\$6,250.00) for each month
18 remaining in the MOU to United States of America, U.S. Customs and Border Protection
19 within thirty (30) days after the termination date.

20 7. ADDRESS FOR NOTICE.

21 U.S. Customs and Border Protection	City of Long Beach
22 Service Port Otay Mesa	411 West Ocean Boulevard, 10th Fl
23 9777 Via de la Amistad L. #214	Long Beach, CA 90802
San Diego, CA 92173	Attn: City Manager

24 U.S. Customs and Border Protection
25 National Logistics Center
26 6026 Lakeside Boulevard
Indianapolis, IN 46278

27 8. AMENDMENTS. This MOU may be amended only in writing and
28 executed by the undersigned representatives from each party.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CITY OF LONG BEACH, a municipal corporation

July 13, 2020 By Sinda J. Jatum

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

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

[Signature], 2020 By [Signature]

Name Sidney K. Aici
Title Division Director, SDFC

This Memorandum of Understanding is hereby approved as to form on 7-1, 2020.

CHARLES PARKIN, City Attorney

By [Signature] Deputy

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