

1 MEMORANDUM OF UNDERSTANDING  
2 UNITED STATES OF AMERICA,  
3 U.S. CUSTOMS AND BORDER PROTECTION  
4 AND  
5 THE CITY OF LONG BEACH  
6 29141  
7

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

13  
14 **PURPOSE:**

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

21 **DEFINITION:**

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

24 **TIME FRAME:**

25 This MOU shall commence at 12:01 a.m. on July 1, 2005, and shall terminate at  
26 midnight on June 30, 2006, with no limitation on the volume of controlled substances to be  
27 destroyed by U.S. Customs and Border Protection.

28 ///

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  
4 soon as possible after execution of this MOU through normal purchase order procedures  
5 as governed by the National Finance Center of the U.S. Customs and Border Protection,  
6 of Seventy-Five Thousand Dollars (\$75,000) for the one (1) year period designated in this  
7 MOU.

8           **LIABILITY:**

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

20           **TERMINATION OF AGREEMENT:**

21           This MOU may be terminated by either party prior to June 30, 2006, by giving thirty  
22 (30) days' prior written notice to the other party, which thirty (30) days shall run from the  
23 date of deposit in the mail, first class, postage prepaid. In the case of termination prior to  
24 the expiration of this MOU, the City of Long Beach will refund Six Thousand Two Hundred  
25 Fifty Dollars (\$6,250.00) for each month remaining in the MOU to United States of  
26 America, U.S. Customs and Border Protection within thirty (30) days after the termination  
27 date.

28    ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**AMENDMENTS:**

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

CITY OF LONG BEACH, a  
Municipal corporation

**ASSISTANT**

Dated: June 14, 2005

By: Christine J. Shippey  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

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

Lawrence A. Fanning

Dated: May 17, 2005

By: Lawrence A. Fanning  
Title: Fines, Penalties and Forfeitures  
Officer

Address for Notice:

Address for Notice:

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

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

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

This Memorandum of Understanding is hereby approved as to form  
this 10<sup>th</sup> day of June, 2005.

Robert E. Shannon, City Attorney

By: [Signature]  
Deputy

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200