

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

6 **30697**

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.

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13 PURPOSE:

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

20 DEFINITION:

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

24 TIME FRAME:

25 This MOU shall commence at 12:01 on July 1, 2008 and shall terminate at
26 midnight on June 30, 2009, with no limitation on the volume of controlled substances to
27 be destroyed by U.S. Customs and Border Protection.

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FINANCIAL:

In order to defray the expenses incurred by the City of Long Beach at their SERRF facility, U.S. Customs and Border Protection shall pay the City of Long Beach a fee, as soon as possible after execution of this MOU through normal purchase order procedures as governed by the National Finance Center of the U.S. Customs and Border Protection, of Seventy-Five Thousand Dollars (\$75,000.00) for the one (1) year period designated in this MOU.

LIABILITY:

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

TERMINATION OF AGREEMENT:

This MOU may be terminated by either party prior to June 30, 2009 by giving thirty (30) days prior written notice to the other party, which thirty (30) days shall run from the date of deposit in the mail, first class, postage prepaid. In the case of termination prior to the expiration of this MOU, the City of Long Beach will refund Six Thousand Two Hundred Fifty Dollars (\$6,250.00) for each month remaining in the MOU to United States of America, U.S. Customs and Border Protection within thirty (30) days after the termination date.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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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

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
By Steve Assistant City Manager

June 3, 2008

~~EXECUTED~~ PURSUANT
TO SECTION 300 OF
THE CITY CHARTER.

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

May 16, 2008

By Marisa A. Gonyea
Title Fines, Penalties & Forfeitures Officer

This Memorandum of Understanding is hereby approved as to form on

5-30, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy