

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 **30011**

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

12
13 **PURPOSE:**

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

20 **DEFINITION:**

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

23 **TIME FRAME:**

24 This MOU shall commence at 12:01 a.m. on July 1, 2007, and shall terminate at
25 midnight on June 30, 2008, with no limitation on the volume of controlled substances to be
26 destroyed by U.S. Customs and Border Protection.

27 **FINANCIAL:**

28 In order to defray the expenses incurred by the City of Long Beach at their SERRF

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

6 **LIABILITY:**

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

18 **TERMINATION OF AGREEMENT:**

19 This MOU may be terminated by either party prior to June 30, 2008, by giving thirty
20 (30) days' prior written notice to the other party, which thirty (30) days shall run from the
21 date of deposit in the mail, first class, postage prepaid. In the case of termination prior to
22 the expiration of this MOU, the City of Long Beach will refund Six Thousand Two Hundred
23 Fifty Dollars (\$6,250.00) for each month remaining in the MOU to United States of
24 America, U.S. Customs and Border Protection within thirty (30) days after the termination
25 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

2
3
4 Dated: 4/6, 2007

By: [Signature]
City Manager

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

9 Dated: March 22, 2007

By: [Signature]
Title: Fines, Penalties + Forfeitures
Officer

12 Address for Notice:

Address for Notice:

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

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

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

18 This Memorandum of Understanding is hereby approved as to form this
19 4th day of April, 2007.

21 Robert E. Shannon, City Attorney

22
23 By: [Signature]
24 Deputy

27 LPM:bg
07-01101

28 L:\APPS\CtyLaw32\WPDOCS\D007P006\00101019.WPD