

**MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED STATES COAST GUARD AND
CITY OF PORTLAND POLICE BUREAU**

1. **PARTIES.** The parties to this agreement are United States Coast Guard (USCG) and the City of Portland Police Bureau (PPB), hereinafter referred to as "parties." The memorandum of understanding is hereinafter referred to as "Agreement."
2. **AUTHORITY.** The USCG is authorized to enter in this agreement pursuant to 14 U.S.C. 141.
3. **PURPOSE.** This agreement describes the procedures by which PPB will assist the USCG in the transportation and destruction of personal use quantities of narcotics seized from vessels within in STA Portland's area of responsibility which are no longer needed as evidence.
4. **DEFINITIONS.** A personal use quantity of a controlled substance means a comparatively small amount intended for individual consumption.
5. **RESPONSIBILITY.**
 - All Parties.**
 - a. Each party will appoint a representative to coordinate and conduct control, transfer, destruction, and documentation of personal use quantities of narcotics.
 - Coast Guard:**
 - a. Upon seizure of personal use quantity of narcotics, the Coast Guard will notify PPB and request transfer and destruction.
 - b. Narcotics will be packaged in a sealed container(s), and marked with the USCG case number that identifies how and where the item(s) were seized.
 - c. Document custody transfer of narcotics with a DD1149 and a copy provided to PPB.
 - Portland Police Bureau:**
 - a. Advise the USCG, in a reasonable amount of time, as to the date and time for transfer of the allowable items.
 - b. Inspect the item(s), assure they are sealed and marked with appropriate reference numbers in accordance with 5.b., and assure transfer documentation is consistent with the items presented.
 - c. If transfer is accepted, assume custody and provide USCG with an evidence receipt.
 - d. Destroy in accordance with PPB policy.
6. **SEVERABILITY.** Nothing in this agreement is intended to conflict with current federal law(s) or regulation(s) or other competent directives of the USCG, Department of Homeland Security, or PPB. If a term of this agreement is inconsistent with such authority(s), then the term shall be invalid, but the remaining terms and conditions shall remain in full force and effect and shall not

be void. By this Agreement the United States Coast Guard does not contract to acquire any goods or services, exchange funds or property, or transfer or assign personnel.

7. POINTS OF CONTACT. Points of contact for implementation of this Agreement are:

- | | |
|--------------------------------|--------------------------------|
| a. USCG: Scott Didaleusky, BM1 | scott.g.didaleusky@uscg.mil |
| Station Portland | 503-240-9365 |
| b. PPB: Dave Benson | dave.benson@portlandoregon.gov |
| Portland Police Bureau | 503-823-2181 |

8. EFFECTIVE DATE. The terms of this agreement will become effective on the date the last party signs this Agreement.

9. TERMINATION DATE. The terms of this agreement will remain in effect for five calendar years from the effective date. Any party may terminate this agreement, with written notice to other parties, and such termination will take effect thirty (30) days from such notice.

10. MODIFICATION. This agreement may be modified upon mutual written consent of the parties, and such modifications are incorporated herein execution of such modification.

11. ENTIRE AGREEMENT. This agreement constitutes an entire agreement between parties on the subject matter hereof and it shall not be amended, altered, changed, or extended except by written addenda to and signed by all parties of this agreement.

APPROVED AND HEREBY ENTERED INTO:

For United States Coast Guard:


Justin D. Eaton, BMCS

Date: _____

For Portland Police Bureau: _____

Date: _____

APPROVED AS TO FORM


CITY ATTORNEY 7/15/13