

**CITY COUNCIL RESOLUTION NO. 2021-069**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR PARTICIPATION IN THE METHAMPHETAMINE CLANDESTINE DRUG LABORATORY HAZARDOUS WASTE AUTHORIZED CENTRAL STORAGE CONTAINER PROGRAM.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), by and through its Lake City Police Department (hereinafter the “LCPD”), previously entered into a Memorandum of Understanding (hereinafter “MOU”) with the Florida Department of Law Enforcement (hereinafter the “FDLE”), to participate in the methamphetamine clandestine drug laboratory hazardous waste authorized central storage container program; and

**WHEREAS**, the City Council finds it to be in the City’s best interests to renew its MOU with the FDLE, a copy of which is attached hereto and made a part of this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City, by and through the LCPD, is hereby authorized to renew the MOU with the FDLE.

**Section 3.** The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of May 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**MEMORANDUM OF UNDERSTANDING  
FOR PARTICIPATION IN  
THE METHAMPHETAMINE CLANDESTINE DRUG LABORATORY  
HAZARDOUS WASTE  
AUTHORIZED CENTRAL STORAGE (ACS) CONTAINER PROGRAM**

**I. PREFACE**

**A. Background**

In April of 2021, the Florida Department of Law Enforcement (FDLE) renewed the Authorized Central Storage Program Letter of Agreement (LOA) with the United States Department of Justice, Drug Enforcement Administration (DEA). The LOA provided, as a condition of FDLE's participation in the DEA Central Storage Program, that FDLE may "enter into separate Agreements with its local law enforcement agencies in order for such agencies to participate in this Authorized Central Storage Program."

**B. Purpose**

The purpose of this MOU is to establish the terms and conditions under which the Florida Department of Law Enforcement and the undersigned, as a participating local law enforcement agency, will agree to jointly assume with FDLE, the obligations set forth herein in order to participate in the DEA Central Storage Program (hereinafter "Program").

**II. TERM OF MOU**

This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until April 21, 2024.

**III. RESPONSIBILITIES**

**A. The undersigned agency agrees that law enforcement officers employed and assigned by the undersigned agency, acting jointly with FDLE in the Program, will:**

1. Perform the activities and duties of a "generator" of all hazardous waste that is transported, stored, or disposed off-site from a clandestine drug laboratory, as defined in 40 C.F.R. Parts 260, et seq.;
2. Assure that law enforcement officers employed by the undersigned agency and assigned to the Program have received 40 hours of Occupational Health and Safety Administration (OSHA) training and a minimum of eight (8) hours of RCRA/ United States Department of Transportation (DOT) function-specific training related to packaging, labeling, transporting and storing hazardous waste;
3. Seize, characterize, package, manage, and remove all hazardous waste discovered at or associated with clandestine laboratories (except for evidence or samples that are collected and maintained for investigation purposes and the remediation of residual contamination from a clandestine drug laboratory);
4. Transport such waste to designated collection stations that have been approved by the state for temporary storage prior to disposal;
5. Store, maintain, and secure only clandestine laboratory-related hazardous waste in approved collection stations;
6. Inventory and label all hazardous waste stored in the collection stations in proper containers according to the clandestine laboratory or location from which the

hazardous waste was generated (inventories must include date, time, and location of seizure);

7. Designate properly trained and equipped law enforcement officers to serve as collection station Operators for the purpose of accepting or declining hazardous waste delivered to collection stations;
8. If providing law enforcement officers to serve as collection station Operators, only accept clandestine drug laboratory-related waste when such waste has been identified, packaged, characterized and transported to the collection station by an individual or individuals possessing the required training;
9. Immediately report to the appropriate state or federal agency for appropriate action, instances in which clandestine laboratory-related hazardous waste has been packaged, transported, or stored in violation of applicable Federal, State, or local environmental requirements;
10. Complete an EPIC Form 143, upon seizure of a clandestine laboratory, and submit the information to the El Paso Intelligence Center (EPIC) for entry into the National Seizure System (NSS);
11. Send for pick-up and disposal services by DEA-designated hazardous waste contractors, by contacting the respective DEA POC and indicating which of the containers contain waste;
12. Immediately notify a FDLE POC or personnel of the local DEA office to request the cleanup services of a DEA hazardous waste contractor whenever hazardous waste is discovered at the site of a clandestine laboratory in excess of the CESQG exemption levels, including waste which qualifies as "acutely hazardous waste" under RCRA;
13. Carry out the tasks set out in paragraphs 1-12 above in compliance with all applicable Environmental Protection Agency (EPA), OSHA, and DOT authorizing statutes and regulations, as well as State of Florida and local restrictions;
14. Assign personnel to the tasks set out in 1-12 above who have received all necessary training and equipment under applicable Federal, state and local requirements, including, but not limited to, the training specified in paragraph 2 above, solely at the responsibility of their personnel to the extent possible;
15. Carry out the tasks set out in paragraphs 1-12 above in compliance, where applicable, with requirements and storage quantity and time limits for a hazardous waste Conditionally Exempt Small Quantity Generator (CESQG), as defined in EPA's regulations at 40 CFR Part 261.5;
16. Carry out the tasks set out in paragraphs 1-12 above in a way that protects human health and the environment and prevents a public nuisance;
17. Permit DEA, upon reasonable notice, to inspect container storage locations and have available for examination by DEA or any of its duly authorized agents and representatives, any and all investigative reports, records, inventories, and documents required to be maintained by the LOA; and
18. Maintain all such foregoing reports and records until all examinations are completed and resolved, or for a period of three (3) years after termination of the LOA, whichever is sooner.

**B. FDLE agrees to perform the following actions:**

1. Assume the responsibility of coordinating the administration of the Program in Florida with DEA;

2. Assume the responsibility of coordinating the participation of Florida local law enforcement agencies in the Program;
3. Facilitate delivery of the approved OSHA training and RCRA/DOT function-specific training related to packaging, labeling, transporting and storing hazardous waste;
4. Ensure compliance with the terms of the LOA with DEA;
5. Assist with coordinating response and assistance by DEA-designated hazardous waste contractors in instances in which hazardous waste is discovered at a clandestine laboratory site in excess of the CESQG exemption; and
6. Request pick-up and disposal services, when needed, with DEA-designated hazardous waste contractors.

**VI. GENERAL PROVISIONS**

**A. Amendments:**

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and shall be effective when executed and signed by all parties to this MOU.

**B. Costs and Liability-Related Issues**

1. To the extent the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680 may not be applicable, each party to this MOU agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in Program activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees.
2. Each party to this MOU agrees to furnish necessary personnel, property (including personal protective equipment), police equipment, vehicles, and resources in order to effect the purposes of the MOU, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided and must pay any expense incurred in the operation and maintenance of that equipment.
3. The Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to potential liability.

**C. Sovereign Immunity**

This MOU shall not be construed as a waiver of sovereign immunity by the undersigned agency, the Florida Department of Law Enforcement, or the State of Florida, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**D. Entirety of Agreement**

This MOU, consisting of five (4) pages plus attachments, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties hereto sign on the date specified.

**Party's Acceptance of Memorandum of Understanding  
for Participation In the Methamphetamine Clandestine Drug Laboratory  
Hazardous Waste Authorized (ACS) Central Storage Container Program**

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**For the Florida Department of Law Enforcement (FDLE):**

*J. Mant  
096*



**Richard L. Swearingen, Commissioner  
Executive Director, Florida Department of Law Enforcement**

*4/20/21*  
Date

**Party's Acceptance of Memorandum of Understanding  
for Participation in the Methamphetamine Clandestine Drug Laboratory  
Hazardous Waste Authorized (ACS) Central Storage Container Program**

\_\_\_\_\_  
**(Agency)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Printed Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Date)**