

1 MEMORANDUM OF UNDERSTANDING BETWEEN
2 THE CALIFORNIA DEPARTMENT OF JUSTICE
3 AND
4 THE CITY OF LONG BEACH

5 **30016**

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7 This MEMORANDUM OF UNDERSTANDING ("MOU") constitutes an agreement
8 between the California Department of Justice, Bureau of Narcotic Enforcement (BNE), and
9 the City of Long Beach 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 state and federal statutes.

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13 **PURPOSE:**

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

20 **DEFINITION:**

21 For the purpose of this MOU "law enforcement agency" is defined as any federal,
22 state or local agency having authority to enforce the California health and Safety Code,
23 Vehicle Code, Penal Code or Title 21, USCA. This definition shall also include any officer
24 of any state or federal court.

25 **TIME FRAME:**

26 This MOU shall commence at 12:01 a.m. on July 1, 2007 and shall terminate at
27 midnight on June 30, 2008, with no limitation on the volume of evidence to be destroyed
28 by any California law enforcement agency.

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FINANCIAL:

In order to defray the expenses incurred by the City of Long Beach at their SERRF facility, the California Department of Justice, Bureau of Narcotic Enforcement agrees to pay the City of Long Beach a fee of twelve thousand dollars (\$12,000) for the one (1) year period designated in this MOU.

LIABILITY:

In accordance with California Government Code section 895.2, the parties each assume the liability imposed on it, its officials, employees, and agents for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of section 895.2. To that end, each party shall defend, indemnify and hold harmless the other party for any claim, demand, cause of action, loss, liability, damage, cost or expense imposed on such party solely by virtue of section 895.2.

TERMINATION OF AGREEMENT:

This agreement may be terminated by either party prior to June 30, 2008 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. In the case of termination prior to the one year proposed MOU period, eight hundred and thirty dollars (\$830) for each month remaining in the agreement will be returned to the California Department of Justice by the City of Long Beach within thirty (30) days of the termination date.

AMENDMENTS:

This MOU may be amended only in writing and executed by the undersigned

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

1 representatives from each party.

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CITY OF LONG BEACH, a Municipal corporation

Dated: April 6, 2007

By: 
City Manager

CALIFORNIA DEPARTMENT OF JUSTICE

Dated: MARCH 29, 2007

By: 
Title: CHIEF

Address for Notice:
California Department of Justice
Bureau Of Narcotic Enforcement
P.O. Box 161089
Sacramento, CA 95816-1089

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

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

ROBERT E. SHANNON, City Attorney

By: 
Deputy

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