

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

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

5 **36382**

6 THIS MEMORANDUM OF UNDERSTANDING ("MOU") between the
7 California Department of Justice, Bureau of Investigation and the City of Long Beach,
8 California, constitutes an agreement to incinerate controlled substances seized by law
9 enforcement agencies in the State of California pursuant to applicable state and federal
10 statutes.

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

17 2. DEFINITION. For the purpose of this MOU "law enforcement agency"
18 is defined as any federal, state or local agency having authority to enforce the California
19 Health and Safety, Vehicle, or Penal Codes or Title 21 of the United States Code. This
20 definition shall also include any officer of any State of California or federal court, and any
21 officer or agent thereof, acting in an official capacity.

22 3. TIME FRAME. This MOU shall commence at 12:01 a.m. on July 1,
23 2022, and shall terminate at midnight on June 30, 2023, with no limitation on the volume
24 of evidence to be destroyed by any California law enforcement agency.

25 4. FINANCIAL. In order to defray the expenses incurred by the City of
26 Long Beach at their SERRF facility, the California Department of Justice, Bureau of
27 Investigation agrees to pay the City of Long Beach a fee of Twelve Thousand Dollars
28 (\$12,000.00) for the one (1) year period designated in this MOU.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

1 5. LIABILITY. In accordance with California Government Code section
2 895.2, each party assumes the liability imposed on it, its officials, employees, and agents
3 for injury caused by a negligent or wrongful act or omission occurring in the performance
4 of this MOU to the same extent that such liability would be imposed in the absence of
5 section 895.2. To that end, each party shall defend, indemnify and hold harmless the other
6 party for any claim, demand, cause of action, loss, liability, damage, cost or expense
7 imposed on such party by virtue of section 895.2.

8 6. TERMINATION OF MOU. This MOU may be terminated by either
9 party prior to June 30, 2023 by giving at least thirty (30) days prior written notice to the
10 other party, which thirty (30) days shall run from the date of deposit of such notice in the
11 mail. In the case of termination prior to the one (1) year contractual MOU period, Eight
12 Hundred Thirty Dollars (\$830.00) for each month remaining in the MOU, prorated for partial
13 months, will be returned to the California Department of Justice by the City of Long Beach
14 within thirty (30) days of the termination date.

15 7. ADDRESS FOR NOTICE.

16 California Department of Justice	City of Long Beach
17 Division of Law Enforcement	411 West Ocean Boulevard, 10th Fl
18 Office of the Director	Long Beach, CA 90802
19 1300 "I" Street, Suite 1140	Attn: City Manager
20 Sacramento, CA 95814	

21 8. AMENDMENTS. This MOU may be amended only in a writing
22 executed by the undersigned representatives from each party.

22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law.

CITY OF LONG BEACH, a municipal corporation

October 6, 2022 By Sinda F. Johnson
City Manager

CALIFORNIA DEPARTMENT OF JUSTICE

9/22, 2022 By Stephen Woolery
Name: Stephen Woolery
Title: Director

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Memorandum of Understanding is hereby approved as to form on 9.30, 2022.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

[Signature]
JOHN MARSH, Chief Division of Law Enforcement California Department of Justice

9.23.2022
Date

[Signature]
CHRIS RYAN, Chief Division of Operations California Department of Justice

9/27/22
Date

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law.

3 CITY OF LONG BEACH, a municipal
4 corporation

5 _____, 2022 By _____
6 City Manager

7 CALIFORNIA DEPARTMENT OF JUSTICE

8 9/22, 2022 By 
9 Name: Stephen Woolery
10 Title: Director

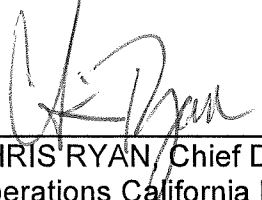
11
12 This Memorandum of Understanding is hereby approved as to form on
13 _____, 2022.

14
15 CHARLES PARKIN, City Attorney

16 By _____
17 Deputy

18
19 
20 JOHN MARSH, Chief Division of
21 Law Enforcement California Department
22 of Justice

23 9-23-2022
24 Date

25
26
27
28 
29 CHRIS RYAN, Chief Division of
30 Operations California Department of
31 Justice

32 9/22/22
33 Date