

1 MEMORANDUM OF UNDERSTANDING BETWEEN
2 THE CALIFORNIA DEPARTMENT OF JUSTICE
3 AND
4 THE CITY OF LONG BEACH
5 **30698**

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

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12 PURPOSE:

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

19 DEFINITION:

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

24 TIME FRAME:

25 This MOU shall commence at 12:01 on July 1, 2008 and shall terminate at
26 midnight on June 30, 2009, with no limitation on the volume of evidence to be destroyed
27 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 (\$12,000.00) 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, 2009 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 (1) year proposed MOU period, Eight Hundred Thirty Dollars (\$830.00) 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.

ADDRESS FOR NOTICE:

California Department of Justice
Bureau of Narcotic Enforcement
P.O. Box 161089
Sacramento, CA 95816-1089

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

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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AMENDMENTS:

This MOU may be amended only in writing and executed by the undersigned representatives from each party.

CITY OF LONG BEACH, a municipal corporation

JUN 3, 2008

By [Signature] Assistant City Manager

City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

CALIFORNIA DEPARTMENT OF JUSTICE

MAY 21, 2008

By [Signature]

Title CHIEF

This Memorandum of Understanding is hereby approved as to form on

5-30, 2008

ROBERT E. SHANNON, City Attorney

By [Signature]

Deputy