

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA DEPARTMENT OF JUSTICE
AND
THE CITY OF LONG BEACH

32186

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

PURPOSE:

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

DEFINITION:

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

TIME FRAME:

This MOU shall commence at 12:01 on July 1, 2011 and shall terminate at midnight on June 30, 2012, with no limitation on the volume of evidence to be destroyed by any California law enforcement agency.

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1 FINANCIAL:

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

6 LIABILITY:

7 In accordance with California Government Code section 895.2, the parties
8 each assume the liability imposed on it, its officials, employees, and agents for injury
9 caused by a negligent or wrongful act or omission occurring in the performance of this
10 MOU to the same extent that such liability would be imposed in the absence of section
11 895.2. To that end, each party shall defend, indemnify and hold harmless the other party
12 for any claim, demand, cause of action, loss, liability, damage, cost or expense imposed
13 on such party solely by virtue of section 895.2.

14 TERMINATION OF AGREEMENT:

15 This agreement may be terminated by either party prior to June 30, 2012 by
16 giving thirty (30) days prior written notice to the other party, which thirty (30) days shall
17 run from the date of deposit in the mail. In the case of termination prior to the one (1)
18 year proposed MOU period, Eight Hundred Thirty Dollars (\$830.00) for each month
19 remaining in the agreement will be returned to the California Department of Justice by the
20 City of Long Beach within thirty (30) days of the termination date.

21 ADDRESS FOR NOTICE:

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

22 City of Long Beach
23 333 West Ocean Boulevard
24 Long Beach, CA 90802
25 Attn: City Manager

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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
Assistant City Manager

By [Signature] EXECUTED PURSUANT
TO SECTION 901 OF
THE CITY CHARTER.
City Manager

CALIFORNIA DEPARTMENT OF JUSTICE

By [Signature]
Title CHIEF

This Memorandum of Understanding is hereby approved as to form on

May 16, 2011.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy