

1 MEMORANDUM OF UNDERSTANDING BETWEEN  
2 THE CALIFORNIA DEPARTMENT OF JUSTICE  
3 AND  
4 THE CITY OF LONG BEACH  
5 **31102**

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, 2009 and shall terminate at  
26 midnight on June 30, 2010, 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, 2010 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	City of Long Beach
Bureau of Narcotic Enforcement	333 West Ocean Boulevard
P.O. Box 161089	Long Beach, CA 90802
Sacramento, CA 95816-1089	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


April 27, 2009

By  Assistant City Manager  
City Manager

ENDORSED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

CALIFORNIA DEPARTMENT OF JUSTICE

April 7, 2009

By   
Title ACTING CHIEF

This Memorandum of Understanding is hereby approved as to form on

4-14, 2009.

ROBERT E. SHANNON, City Attorney

By  Deputy