

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

34560

THIS MEMORANDUM OF UNDERSTANDING ("MOU") between the California Department of Justice, Bureau of Investigation 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.

1. 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

2. 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.

3. TIME FRAME. This MOU shall commence at 12:01 on July 1, 2017 and shall terminate at midnight on June 30, 2018, with no limitation on the volume of evidence to be destroyed by any California law enforcement agency.

4. 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.

5. LIABILITY. In accordance with California Government Code section

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

7 6. TERMINATION OF AGREEMENT. This agreement may be
8 terminated by either party prior to June 30, 2018 by giving thirty (30) days prior written
9 notice to the other party, which thirty (30) days shall run from the date of deposit in the
10 mail. In the case of termination prior to the one (1) year proposed MOU period, Eight
11 Hundred Thirty Dollars (\$830.00) for each month remaining in the agreement will be
12 returned to the California Department of Justice by the City of Long Beach within thirty (30)
13 days of the termination date.

14 7. ADDRESS FOR NOTICE.

15 California Department of Justice
16 Division of Law Enforcement
17 Office of the Director
18 1300 "I" Street, Suite 1140
19 Sacramento, CA 95814

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

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

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed will all formalities required by law as of the date first stated above.

3 CITY OF LONG BEACH, a municipal
4 corporation

5 6/12/17, 2017 By TZBML
6 City Manager
7 Tam Modica EXECUTED PURSUANT
8 Assistant City Manager TO SECTION 301 OF
9 THE CITY CHARTER.

10 CALIFORNIA DEPARTMENT OF JUSTICE

11
12 5/1/17, 2017 By [Signature]
13 Name John Marsh
14 Title Bureau Director

15 This Memorandum of Understanding is hereby approved as to form on

16 June 6, 2017.

17 CHARLES PARKIN, City Attorney

18 By [Signature]
19 Deputy