

***INLAND CRACKDOWN ALLIED  
(INCA) TASK FORCE  
MEMORANDUM OF UNDERSTANDING  
July 1, 2020 ~ June 30, 2025***



INLAND CRACKDOWN ALLIED TASK FORCE

MEMORANDUM OF UNDERSTANDING

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## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by the California Department of Justice (DOJ), Division of Law Enforcement (DLE), Bureau of Investigation (BI), and the following participating agencies:

- California Department of Corrections and Rehabilitation
- Murrieta Police Department
- Riverside Police Department
- Riverside County Sheriff's Department
- West Covina Police Department

## **I PURPOSE**

The purpose of this MOU is to set forth the responsibilities of the Participating Agencies, in an effort known as the Inland Crackdown Allied Task Force (INCA or INCA Task Force). This task force concept ensures a well-coordinated narcotic/money laundering enforcement effort, and increases the flow of narcotic/money laundering-related intelligence information among the various law enforcement agencies in California.

## **II MISSION STATEMENT**

INCA is a multi-agency task force with the participation of federal, state, and local agencies targeting major transnational narcotic and money laundering organizations operating within the Inland Empire region of the Los Angeles High Intensity Drug Trafficking Area (LAHIDTA). The primary focus of the INCA Task Force is cocaine and money laundering, with methamphetamine, heroin and marijuana investigations as a secondary mission. The intent of the INCA Task Force is to significantly diminish the availability of these narcotics to drug trafficking organizations and to apprehend the responsible offenders, thereby increasing public safety.

## **III EXECUTIVE BOARD**

The INCA Task Force will be governed by an Executive Board.

- **Participating Agency** - A "Participating Agency" is an allied local, state, or federal law enforcement agency that has made a commitment of resources either on an on-going general commitment basis or on a case-by-case basis.
- **Structure** - The Executive Board will consist of the Special Agent in Charge (SAC) of the Riverside BI Regional Office or his/her designee; and the department heads of each Participating Agency or his/her designee. The members of the Executive Board may change on a case-by-case basis. The Chair of the Executive Board shall be the SAC of the Riverside BI Regional Office or his/her designee.
- **Role** - The Executive Board shall meet on a quarterly basis, or as the Executive Board deems fit, for the purpose of reviewing INCA activities. The Executive Board shall have general responsibility for the oversight of INCA operations.
- **Policy Authority** - Responsibility for INCA policies and operating procedures shall lie with the Executive Board. The Executive Board shall periodically review and evaluate INCA Task Force operations, goals, objectives, policies and procedures. In addition, the Executive Board shall resolve any Participating Agency conflicts with BI policies and procedures. The selection or removal of personnel assigned by a Participating Agency to the INCA Task Force (INCA personnel) will be at the discretion of the Executive Board. The Chair of the Executive Board shall have final authority.

#### **IV MANAGEMENT**

The administrative management and direction of the INCA Task Force resources will primarily be the responsibility of the SAC through the Program Manager. The INCA Task Force will be staffed with state personnel made up of Special Agent Supervisors, Special Agents, Crime Analyst, Auditors, Property Controllers, and Clerical Support or equivalent classifications. Local, state and federal officers will be assigned as INCA Task Force Officers (TFO) to conduct specific investigations. BI shall retain supervisory control of INCA personnel, with the agreement that all INCA personnel shall operate under the DOJ Law Enforcement Policy and Procedures Manual.

#### **V TASK FORCE COMMANDER**

A BI Special Agent Supervisor (SAS) shall be assigned as the INCA Program Manager, and will report to the Executive Board through the Chair. The Program Manager takes direction and supervision from the regional office Special Agent in Charge (SAC) and the Chair. The Program Manager will provide the Executive Board with quarterly and annual reports of INCA investigative and operational activities. All INCA personnel shall work under the immediate supervision of the Program Manager and shall adhere to the DOJ Law Enforcement Policy and Procedures Manual. The Program Manager will be responsible for the overall management of the INCA Task Force.

#### **VI OVERTIME/COMPENSATION**

The INCA Task Force program authorizes the payment of overtime to local and state law enforcement officers in accordance with High Intensity Drug Trafficking Area (HIDTA) guidelines and DOJ policy. Funding is not available for reimbursement to federal agencies.

Generally, only state, local, and tribal law enforcement officers and uniformed federal agents (e.g., uniformed Customs and Border Protection and U.S. Forest Service) are eligible for HIDTA-funded overtime. In unusual circumstances, non-law enforcement personnel may receive HIDTA-funded overtime if the overtime is performed exclusively for a HIDTA-funded activity. For information on overtime funding for Organized Crime Drug Enforcement Task Forces (OCDETF) cases, refer to section 7.20.2.

HIDTA funds shall be used to pay overtime only if the personnel assigned to the INCA Task Force is eligible for such compensation by his/her Participating Agency and the overtime was performed in support of a HIDTA-designated enforcement or intelligence initiative.

HIDTA-funded annual overtime for individual state, local, and tribal law enforcement officers and uniformed federal agents shall not exceed the lesser of: (1) applicable state, local, and tribal regulations of his/her Participating Agency; or (2) 25 percent of the Federal GS-12, Step 1 level pay scale for "Rest of U.S." in the law enforcement general schedule (GS) in effect at the beginning of the calendar year, the Participating Agency's fiscal year, or other 12-month period selected by the Participating Agency.

As the cap on overtime from all federal sources is imposed by other federal agencies, including the U.S. Department of Justice and the Department of Homeland Security (DHS), the Office of National Drug Control Policy (ONDCP) has no authority to waive or increase federal overtime authorized for HIDTA task force officers who will exceed the limit.

When available, additional overtime compensation may be paid from the INCA Task Force Operation Fund.

All overtime worked by INCA personnel must be approved by the Program Manager or his/her designee.

If an assignment, investigation or project requires overtime, the INCA personnel must get prior approval from the Program Manager or his/her designee.

The disclaimer on the "Overtime Reimbursement Invoice" must be signed by the supervisor of the Participating Agency's payroll department verifying that the authorized hours were paid by the Participating Agency in accordance with the Federal Labor Standards Act (FLSA).

The Participating Agencies agree and understand that they will be in compliance with the FLSA and are responsible for any amount above the authorized amount DOJ can reimburse. Each Participating Agency is responsible for providing their respective personnel with salaries, benefits and overtime in accordance with the FLSA.

## **VII BUDGET**

The Program Manager will prepare an annual proposed budget for the ensuing federal fiscal year. A report of expenditures shall accompany the quarterly statistical report submitted to the Executive Board as outlined in the DOJ Law Enforcement Policy and Procedures Manual.

## **VIII ANNUAL REPORT**

The Program Manager will provide the Executive Board and BI Headquarters Office with an annual report of activity no later than March 15 of each calendar year. This report will summarize the preceding calendar years' operation and shall include a section for statistical data broken down in a similar fashion to that of the quarterly reports. The report shall contain sufficient information regarding the INCA Task Force's goals, objectives, and accomplishments, in order to enable the Executive Board to measure success in these areas.

## **IX FACILITIES, EQUIPMENT & PROPERTY**

INCA will provide, utilizing annually appropriated funds, the necessary administrative funds and standard complement of equipment to support the INCA Task Force. Support shall include office space, administrative furnishings and supplies, specialized investigative equipment, specialized training, other requisite support and funds for the purchase of evidence and information. Each Participating Agency agrees to provide their respective personnel with appropriate standard safety and investigative equipment and enforcement vehicle(s).

Any and all property including equipment, furniture and furnishings, of whatever kind or description, purchased or acquired with INCA or DOJ funds, shall be the respective property of INCA or DOJ, and at the termination of this MOU and whereupon no new MOU is executed, all property shall be returned to INCA or DOJ respectively.

Any property or equipment that is damaged, broken, misplaced, lost or stolen, resulting from gross negligence or wrongful act or omission of an INCA personnel, shall be repaired or replaced by the Participating Agency of the responsible INCA personnel at the determination of the Executive Board.

Equipment purchased with INCA Task Force Operation Funds will be disposed of pursuant to the INCA Task Force Operation Fund Policy, which is attached to and made part of this MOU as Attachment 2. In the event equipment purchased with INCA funds is lost or damaged, a memo explaining the circumstances will be written by the INCA personnel to the Program Manager, with a copy forwarded to the Participating Agency of the INCA personnel. The decision to reimburse or replace the item will be made by the Program Manager and the Participating Agency's authorized representative.

## **X TRAVEL EXPENSE**

When available, the INCA Task Force program authorizes the payment of travel expenses to state and local law enforcement officers assigned to the INCA Task Force. Funding is not available for reimbursement to federal agencies. For travel claim purposes, INCA personnel will be considered Volunteers. DOJ has adopted a policy of obtaining the services of Volunteers to assist the Attorney General in performing the duties of his/her Office under the "Volunteer Service Agreement." Alternatively, travel expenses for all INCA personnel may be paid from the INCA Task Force Operation Fund.

- **Appointment of Volunteers:** No individual may be officially appointed as a Volunteer for the DOJ until the following forms have been completed and signed: a Volunteer Task Force Service Agreement (JUS A-303), an Oath of Allegiance and Declaration of Permission to Work for Persons Employed by the State of California (STD 689), Incompatibility Statement of the Department of Justice (JUS 1401), Payee Data Record (STD 204) and an Authorization to Use Privately Owned Vehicles on State Business (STD 261).
- **Procedures:** Volunteers are subject to the same rules of conduct as state employees in general. Requests for reimbursement under the Volunteer Service Agreement must be submitted on Form 262, Travel Expense Claim, in accordance with the current contract in effect for Bargaining Unit 7, California Statewide Law Enforcement Association (CSLEA).

## **XI ASSET FORFEITURE**

Based on the INCA Task Force Asset Forfeiture Share Agreement, which is attached to and made part of this MOU as Attachment 1, proceeds derived from an asset forfeiture, under state or

federal law, initiated in the course of investigations conducted by the INCA Task Force, will be shared equitably among Participating Agencies. All forfeiture procedures and sharing will be based upon the appropriate provisions of state or federal law and policy. Modification to the INCA Task Force Asset Forfeiture Share Agreement requires approval by the Executive Board.

## **XII ADMINISTRATION AND AUDIT**

In no event shall the Participating Agencies charge any indirect costs to INCA or DOJ for administration or implementation of this MOU. Any and all records pertaining to the INCA Task Force expenditures shall be readily available for examination and audit by DOJ or any other Participating Agency.

## **XIII NON-DISCRIMINATION CLAUSE**

All Participating Agencies shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the U.S. Department of Justice (C.F.R., part 42, subparts C and D) relating to discrimination on the grounds of race, color, religion, sex, age or national origin.

## **XIV RESPECTIVE RESPONSIBILITIES**

Each Participating Agency shall be responsible for the acts or omissions of its personnel and shall incur any liabilities arising out of the services and activities of its personnel while participating in INCA Task Force operations. Personnel assigned to the INCA Task Force are deemed to be continuing under the employment of their respective Participating Agency and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their Participating Agency's jurisdictions. There is no intent on the part of any Participating Agency to create a separate legal entity subject to suit.

## **XV CLAIMS/LITIGATION HANDLING**

Any claim related to the INCA Task Force shall be processed as follows:

The claim shall be immediately forwarded to all Participating Agencies by the Risk Manager assigned by the Executive Board Chair. The Risk Manager shall act as the lead for the processing of the INCA Task Force claim. The claim adjusting fees incurred by the responsible Participating Agency shall be shared equally by the Participating Agencies pursuant to Section XV hereof.

All offers of settlement or settlement proposals shall be transmitted by the responsible Participating Agency to the other Participating Agencies. No settlement shall be agreed upon by any of the Participating Agencies unless the settlement proposal is acceptable to all Participating Agencies involved.

If litigation is initiated by the claimant, the responsible Participating Agency shall immediately notify the other Participating Agencies and shall provide a complete set of copies of all documents relating to the claim. Each Participating Agency shall retain separate legal counsel to represent each of them, as each deems appropriate in its absolute discretion.

## **XVI DISCOVERY**

Except as may be withheld by law (e.g., attorney-client privileged information or attorney work product), it is agreed by and between the Participating Agencies that any and all information including, but not limited to, documents, medical records, and evidence secured during the course of an investigation, or as the result of discovery conducted in preparation for litigation, shall be shared with each and every other party to this MOU upon receipt of a written request submitted to the Participating Agency in possession of said information.

## **XVII WORKERS' COMPENSATION INSURANCE**

INCA personnel employed by Participating Agencies other than DOJ will be considered general employees of that Participating Agency, as the general employer, and special employees of DOJ for purposes of workers' compensation benefits. Pursuant to Insurance Code section 11663, the general employer will be liable for the entire cost of workers' compensation benefits payable due to an injury occurring in the course of and arising out of this special employment.

## **XVIII OTHER**

There shall be a system of checks and balances with regard to any intelligence or information gathered that requires necessary restrictions to protect each Participating Agency's integrity in terms of its mission, operational procedures, and regulations.

## **XIX BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this MOU does not appropriate sufficient funds for the INCA Task Force program, this MOU shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever or to furnish any other considerations under this MOU and the Participating Agencies shall not be obligated to perform any provisions of this MOU.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the INCA Task Force program, DOJ shall have the option to either cancel this MOU with no liability occurring to the state, or offer an MOU amendment to reflect the reduced amount.

## **XX TERM OF MOU**

The term of this MOU shall be from July 1, 2020 through June 30, 2025 or until a new MOU has been signed by all Participating Agencies. If any changes occur (e.g., withdrawal of a Participating Agency and/or addition of a new Participating Agency, etc.), an Addendum to the MOU must be submitted to BI Headquarters within thirty (30) calendar days of the change.

This MOU may be terminated by any party for good cause by notice in writing to the Executive Board Chair within thirty (30) days prior thereof. An extension of this MOU may be approved by the Executive Board.

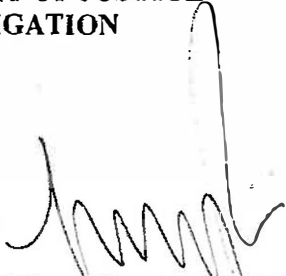
## XXI AUTHORIZATION

The Participating Agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated. This MOU shall be forwarded to the BI Headquarters Office with all attachments, if applicable, and will become effective upon signature of all parties. Any Addendums must be forwarded to the BI Headquarters Office and shall become effective upon signature of all parties.

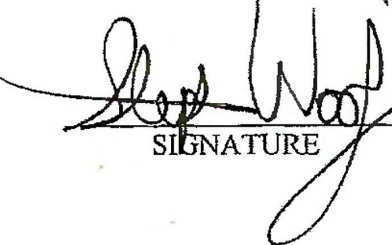
Participating Agencies:

### CALIFORNIA DEPARTMENT OF JUSTICE BUREAU OF INVESTIGATION

Thomas Pellegrini,  
Acting Special Agent in Charge  
Bureau of Investigation  
Riverside Regional Office

  
\_\_\_\_\_  
SIGNATURE                      3/29/22  
DATE

Stephen Woolery, Director  
Bureau of Investigation

  
\_\_\_\_\_  
SIGNATURE                      3/4/2022  
DATE

John Marsh, Chief  
Division of Law Enforcement

  
\_\_\_\_\_  
SIGNATURE                      3/15/22  
DATE

Chris Ryan, Chief  
Division of Operations

Chris  
Ryan  
\_\_\_\_\_  
SIGNATURE                      DATE

Digitally signed by  
Chris Ryan  
Date: 2022.03.28  
13:16:54 -07'00'

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION**

**Derrick Marion, Chief**  
**California Department of Corrections and Rehabilitation**

DocuSigned by:

*Derrick Marion*

6/15/2022

**SIGNATURE**

**DATE**

**MURRIETA POLICE DEPARTMENT**

Tony Conrad, Chief  
Murrieta Police Department

A. Conrad - Chief of Police 4/6/22  
SIGNATURE DATE

**RIVERSIDE POLICE DEPARTMENT**

CITY OF RIVERSIDE  
A municipal corporation

Larry V. Gonzalez, Chief  
Riverside Police Department

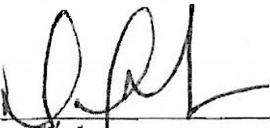
  
SIGNATURE

5/23/22  
DATE

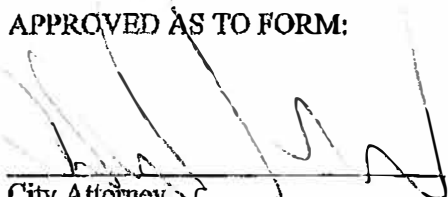
By   
City Manager

Date: July 1, 2020

Attest:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT**

Chad Bianco, Sheriff  
Riverside County Sheriff's Department

  
SIGNATURE

5/10/2022  
DATE

**WEST COVINA POLICE DEPARTMENT**

Richard Bell, Chief  
West Covina Police Department

 4-5-22  
SIGNATURE DATE

**INCA TASK FORCE  
ASSET FORFEITURE SHARE AGREEMENT  
JULY 1, 2020**

A. It is hereby agreed by those Participating Agencies that have entered into the Memorandum of Understanding (MOU) that:

1. The INCA Task Force will be responsible for the processing of all seized assets resulting from INCA Task Force operations.
2. Investigative expenses borne by the INCA Task Force, i.e., payment to informants, purchases of evidence, etc., shall be paid from the INCA Task Force Operations Fund (Attachment 2).
3. Each Participating Agency will receive one (1) equal share of any asset seized, with the exception of the Riverside Police Department, which will receive two (2) shares. The Riverside Police Department's second share is outlined in section A.6 for their air support role.
4. The percentage distributed to each Participating Agency will be determined by dividing the net value of the seizure by the total number of shares.
5. Participating Agencies will not share in any seizures by the INCA Task Force after their respective personnel has been absent for a period of sixty (60) days or more.

ATTACHMENT 1(Cont.)

6. Effective June 3, 1991, the City of Riverside agreed to provide air support for use by the INCA Task Force, and will receive one (1) additional share to assist with expenses related to the operation of an aircraft.

(a) The Riverside Police Department will provide air support to the INCA Task Force on demand, unless prevented by unusual circumstances.

7. The City of Riverside is designated as the INCA Task Force Fiduciary as it pertains to Federal Asset Forfeiture (Per Executive Board, September, 15, 2021) and will receive an additional five percent (5%) of all asset forfeiture for related administrative costs.

B. It is further agreed that

1. The addition of Participating Agencies or assigned personnel to the INCA Task Force will increase the total number of shares.

a. The percentage allotted to each Participating Agency will therefore decrease.

C. It is also agreed that

1. Any seized real estate will be sold and the proceeds divided pursuant to section A.3.
2. Any seized and forfeited vehicles or property will be sold or auctioned under applicable state and federal law, and the proceeds distributed pursuant to section A.3.

- D. This attachment shall be a part of the Memorandum of Understanding entered into by the Participating Agencies.

**INCA TASK FORCE  
OPERATION FUND POLICY  
JULY 1, 2020**

- A. The INCA Task Force Executive Board has established the INCA Task Force Operation Fund for the following purposes:
1. Purchase of equipment.
  2. Payment of services rendered.
  3. Payment to informants who provide information or assistance to the INCA Task Force that results in the arrest of narcotic traffickers and/or the seizure of illegal drugs or profits from the sale of illegal drugs.
  4. Training for INCA Task Force personnel.
- B. An account (Operation Account) for the INCA Task Force Operation Fund is maintained and funded by the proceeds of forfeited assets seized during investigations in which the INCA Task Force was involved. The following governs the INCA Task Force Operation Fund:
1. Any net forfeiture of \$3,000 or less will be deposited into the Operation Account.
  2. Twenty percent (20%) of any net forfeiture over \$5,000 will be deposited into the Operation Account.
    - a. If forfeiture is less than \$5,000, no funds will be deposited into the Operation Account unless the forfeiture is \$3,000 or less (in accordance with section B.1, above).
    - b. If the net forfeiture exceeds \$25,000, an additional ten percent (10%) (not to exceed \$15,000) may be deposited into the Operation Account for supplemental overtime.
  3. The percentage deposited to the Operation Account will be calculated prior to disbursement to Participating Agencies or to any assisting agency. Any amounts required by law will be paid first (e.g., General Fund, District Attorney's Office, etc.).

ATTACHMENT 2 (Cont.)

4. Compliance with DOJ Law Enforcement Policy and Procedures Manual Section 608 (Confidential Informants) is mandatory.
    - a. A BI Informant Control Number must be assigned to every informant before payment can be made.
  5. Three (3) members of the Executive Board shall approve any extraordinary expenses from the Operation Account, such as:
    - a. Payments to informants over \$25,000.
    - b. Expenditures on equipment over \$10,000.
  6. Routine expenditures will be approved by the Program Manager.
  7. Any equipment purchased with funds from the Operation Account will be placed into service for use by the INCA Task Force, but may be loaned out to Participating Agencies.
  8. The Program Manager shall keep accurate records of Operation Account, reflecting deposits and expenditures.
    - a. The quarterly reports to the Executive Board will include this information.
  9. Upon dissolution of the INCA Task Force, any remaining funds in the Operation Account will be disbursed to the Participating Agencies pursuant to the INCA Task Force Asset Forfeiture Share Agreement (Attachment 1).
- C. This attachment shall be a part of the Memorandum of Understanding entered into by the Participating Agencies.