INLAND CRACKDOWN ALLIED (INCA) TASK FORCE MEMORANDUM OF UNDERSTANDING

July 1, 2025 ~ June 30, 2030

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:

- Murrieta Police Department
- Riverside Police Department
- Riverside County Sheriff's Department
- West Covina Police Department
- San Bernardino Police Department

I PURPOSE

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

There is no intent to form a Joint Powers Agency or a separate entity capable of being sued, but rather an unincorporated association of law enforcement agencies with a joint interest in developing a concerted response to drug trafficking and money laundering in the Riverside County Area.

II MISSION STATEMENT

INCA is a multi-agency task force with the participation of federal, state, and local law enforcement agencies targeting major transnational drug and money laundering organizations operating within the Inland Empire region of the Los Angeles High Intensity Drug Trafficking Area (HIDTA). The initial focus of INCA at inception was illicit narcotic investigations related to cocaine and money laundering. The current focus has added fentanyl, methamphetamine, heroin and financial investigations. The intent of INCA is to significantly diminish the availability of these drugs and dismantle drug trafficking organizations, thereby increasing public safety.

III EXECUTIVE COMMITTEE

INCA activities will be directed by an Executive Committee. Each Executive Committee member shall be from an active Participating Agency on INCA. A Participating Agency is active if it has assigned personnel to INCA (INCA personnel) without a lapse of 60 days. A Participating Agency becomes inactive after 60 days with no personnel assigned to INCA.

- **Participating Agency -** A "Participating Agency" is an allied local, state, or federal law enforcement agency that has made a commitment of resources either as an on-going general commitment or as-needed and agreed upon by the Executive Committee.

- **Structure -** The Executive Committee will consist of the DOJ Special Agent in Charge (SAC) of the Riverside BI Regional Office; and the department heads of each Participating Agency or their designees. The Chair of the Executive Committee shall be the DOJ SAC of the Riverside BI Regional Office.

- **Meetings and Oversight: -** The Executive Committee shall meet on a quarterly basis, or more frequently as the Executive Committee deems necessary, for the purpose of reviewing INCA operations and operational objectives..

- **Policy Authority -** The DOJ Law Enforcement Policy and Procedures Manual (P&P Manual) shall govern INCA policy and operations. Responsibility for INCA activities not addressed by the P&P Manual lies with the Executive Committee. The Executive Committee shall periodically review and evaluate INCA operations, goals, and objectives. In addition, the Executive Committee shall resolve any Participating Agency conflicts and ensure INCA remains in accordance with P&P Manual.

- **Selection and Removal of Personnel:** The selection or removal of INCA personnel will be at the discretion of the Executive Committee. The Chair of the Executive Committee shall have final authority.

IV PROGRAM MANAGEMENT

The administrative management and direction of INCA resources will primarily be the responsibility of the Task Force Commander (TFC) with the oversight of the BI SAC serving as the Executive Committee Chair. DOJ Special Agent Supervisors, Special Agents, Crime Analysts, Auditors, Evidence Analysts, and Clerical Support or equivalent classifications may be assigned to support INCA activities. Local, state and federal officers will be assigned as Task Force Officers (TFOs) to conduct specific investigations. BI shall direct assigned INCA personnel, who shall operate under the P&P Manual.

V TASK FORCE COMMANDER

A BI Special Agent Supervisor (SAS) shall be assigned as the TFC. The TFC will execute the objectives of INCA under the direction and supervision of the Executive Committee Chair. The TFC will provide the Executive Committee with quarterly and annual reports related to INCA investigative and operational activities. All local, state and federal employees assigned to INCA shall remain under the ultimate control of their respective Participating Agencies, but shall work under the immediate direction of the TFC and adhere to the P&P Manual while working with INCA. The TFC will be responsible for the overall direction and management of INCA.

VI OVERTIME/COMPENSATION

Each Participating Agency is responsible for providing its respective personnel assigned to INCA with salaries, worker's compensation, benefits and overtime in accordance with the Fair Labor Standards Act (FLSA), and applicable agency policy, and bargaining unit agreements.

All overtime worked by personnel assigned to INCA must be approved by the TFC, Executive Committee Chair or their designees in accordance with HIDTA Program Policy and Budget Guidance (HIDTA Guidance) and the P&P Manual. If an assignment, investigation or project requires overtime, personnel assigned to INCA must obtain prior approval from the TFC, Executive Committee Chair, or their designees.

HIDTA funding is not available for reimbursement to all federal agencies. Generally, only state, local, and tribal law enforcement officers are eligible for HIDTA-funded overtime. In unusual circumstances, non-law enforcement personnel or federal law enforcement personnel may receive HIDTA-funded overtime if the overtime is performed exclusively for a HIDTA-funded activity. HIDTA funds shall be used to pay overtime only if the personnel assigned to INCA are eligible for such compensation from their Participating Agencies and the overtime was performed in support of a HIDTA-designated enforcement or intelligence initiative.

HIDTA-funded annual overtime for individual personnel assigned to INCA shall not exceed the lower of:

1. the Participating Agency's applicable regulations, or
2. twenty-five (25) percent of the Federal General Schedule -12 (GS-12), step 1 level pay scale in the "Rest of United States" locality 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.

The reimbursable overtime rate is the maximum that personnel to INCA can receive during the applicable calendar year, fiscal year, or other 12-month period from all federal funding sources combined. The cap is not waivable.

When available, additional overtime compensation may be reimbursed from the INCA federal asset forfeiture funds held by the Riverside Police Department, which serves as the federal asset forfeiture fiduciary. At the request of the TFC or Executive Committee Chair, the Riverside Police Department will reimburse Participating Agencies from the INCA asset forfeiture fund for approved overtime paid to personnel assigned to INCA.

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

The Participating Agencies agree and understand that they are responsible for any amount of overtime that has not been approved for reimbursement from HIDTA and asset forfeiture funds.

VII FINANCIAL MANAGEMENT

The TFC shall prepare an annual proposed budget in accordance with the proposed HIDTA annual budget for the ensuing federal fiscal year. A report of expenditures shall accompany the quarterly statistical report submitted to the Executive Committee as outlined in the P&P Manual. In addition to the HIDTA budget, the TFC will prepare and submit a proposed budget to the Riverside Sheriff's Office, which serves as fiduciary of HIDTA funds, in order to better estimate county funds needed for advancing purchases pending reimbursement of awarded HIDTA grant funds.

The San Bernardino Police Department will maintain an Operation Account pursuant to Attachment #4. This account will remain in effect for the purpose of accepting items such as state asset forfeiture funds, investigative funds not pursuant to asset forfeiture, and funds derived from digital currency investigations, not pursuant to asset forfeiture, awarded to INCA pursuant to a court order.

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 INCA activities, this MOU shall be of no further force and effect. In this event, Participating Agencies shall have no obligation to pay any facilities, personnel or funds whatsoever or to furnish any other items, services or considerations under this MOU.

VIII ANNUAL REPORT

The TFC will provide the Executive Committee and BI Headquarters Office with an annual report of activity no later than March 15. The report shall summarize the preceding calendar year's operations and include a section for statistical data. The report shall contain sufficient information regarding INCA's goals, objectives, and accomplishments, in order to enable the Executive Committee to measure success in these areas.

IX FACILITIES, EQUIPMENT & PROPERTY

Annually appropriated funds through the appropriate fiduciary will provide the necessary administrative funds and standard complement of equipment to support the activities of the TFOs. Support shall include office space, administrative furnishings and supplies, specialized investigative equipment and specialized training. Each Participating Agency agrees to provide their respective personnel assigned to INCA with appropriate standard safety and investigative equipment and vehicle(s).

Any property or equipment purchased with non-HIDTA funds (e.g., asset forfeiture funds) for INCA activities that is damaged, broken, misplaced, lost or stolen as a result of gross negligence or a wrongful act or omission of personnel assigned to INCA, shall be repaired or replaced by the Participating Agency of the responsible personnel at the discretion of the Executive Committee.

Any equipment purchased with HIDTA grant funds for INCA activities will be disposed of per HIDTA Guidance section 8.8. Equipment purchased with asset forfeiture funds will be disposed of in accordance with the P&P Manual 700.9. The decision to reimburse or replace the item will be made by the TFC and the Participating Agency's authorized representative.

In the event equipment purchased with either HIDTA grant funds or non-HIDTA funds is lost or damaged, the personnel responsible shall write a memo to the TFC, with a copy to their Participating Agency, explaining the circumstances.

X TRAVEL EXPENSE

The Riverside Sheriff's Office, as the HIDTA fiduciary, may pay or reimburse travel expenses for all state and local personnel assigned to INCA from HIDTA grant funds. Travel expenses paid from the HIDTA award must follow the fiduciary's guidelines, outlined in Attachment #2.

Alternatively, the Riverside Police Department, as the federal asset forfeiture fiduciary, may pay travel expenses for all state and local personnel assigned to INCA from INCA federal asset forfeiture funds. Travel expenses paid from the INCA federal asset forfeiture account must follow the City of Riverside guidelines, outlined in Attachment #3.

Whenever possible, with consideration of available funding, one hotel room shall be reserved per personnel assigned to INCA.

Funding is not available for reimbursement of travel expenses to federal agencies. For travel claim purposes, personnel assigned to INCA will be considered DOJ volunteers. No individual may be officially appointed as a DOJ volunteer 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 (JUS 230) and an Authorization to Use Privately Owned Vehicles on State Business (STD 261). Volunteers are subject to the same rules of conduct as state employees in general.

XI TASK FORCE FORFEITURES DISPOSITION

Based on the Asset Forfeiture Share Agreement (Attachment #1), proceeds derived from an asset forfeiture, under state or federal law, initiated in the course of investigations conducted by INCA, will be shared equitably among Participating Agencies and any other agencies that assist in an investigation. All forfeiture procedures and sharing shall be based upon the appropriate provisions of state or federal law and policy. Modification to the Asset Forfeiture Share Agreement requires approval by the Executive Committee.

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 expenditures to support INCA activities shall be readily available for examination and audit by any Participating Agency. All such records shall be maintained until audits and examinations are completed and resolved, or for a period of three (3) years after termination of the MOU, whichever is later.

XIII NON-DISCRIMINATION CLAUSE

All Participating Agencies will comply with Title VI of the Civil Rights Act of 1964 and its implementing regulations relating to discrimination on the grounds of race, color, sex, religion, age, or national origin.

XIV RESPECTIVE RESPONSIBILITIES

Each Participating Agency shall be responsible for the acts and omissions of its personnel and shall incur any liabilities arising out of the services and activities of those personnel while participating in INCA investigations, operations or functions. No Participating Agency shall be responsible for the acts or omission of another Participating Agency's personnel, no incur liabilities arising out of the activities another Participating Agency's personnel. Personnel assigned to INCA are deemed to be continuing under the employment of their respective Participating Agencies and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them in their respective Participating Agency's jurisdictions. The Participating Agencies do not intend to create a separate legal entity subject to suit.

XV CLAIMS/LITIGATION HANDLING

Any claim related to INCA activities shall be processed as follows:

The claim shall be immediately forwarded to all Participating Agencies by the Risk Manager assigned by the Executive Committee Chair. The Risk Manager shall act as the lead for the processing of the claim. The claim-related fees incurred by the Participating Agency defending against the claim shall be shared equally by the Participating Agencies.

All offers of settlement or settlement proposals shall be transmitted by the Participating Agency defending against the claim to all the Participating Agencies. No settlement shall be agreed upon by any of the Participating Agencies unless the settlement proposal is acceptable by all Participating Agencies involved and the Executive Committee.

If litigation is initiated by the claimant, the Participating Agency defending against the claim 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 defense counsel to represent each of them, as each deems appropriate in its absolute discretion.

XVI DISCOVERY

Subject to an exception for legally privileged, confidential or protected information, the Participating Agencies agree that they will share with each and every other party to this MOU 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, upon receipt of a written request submitted to the Participating Agency in possession of said information. Participating Agencies are not required to share information that is legally privileged, confidential or protected, including attorney-client privileged information, attorney work product, and information governed by a protective order.

XVII OTHER

Each Participating Agency shall exercise discretion 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.

XVIII TERM OF MOU

The term of this MOU shall be from July 1, 2025, through June 30, 2030 or until a new MOU has been signed by all Participating Agencies. If any changes occur (i.e., withdrawal of a Participating Agency and/or addition of a new Participating Agency, etc.), an addendum to the MOU must be submitted to the Executive Committee via the Chair within thirty (30) calendar days of the change.

Any Participating Agency may withdraw from INCA by providing notice in writing to the Executive Committee Chair no less than thirty (30) days prior to the effective date of the withdrawal.

The Executive Committee may approve an extension of this MOU.

XIX 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 DOJ BI Headquarters Office and shall become effective upon the signatures of all parties.

Participating Agencies:

CALIFORNIA DEPARTMENT OF JUSTICE

Rigoberto Garcia,
Special Agent in Charge
Bureau of Investigation

Rigoberto Garcia
Digitally signed by Rigoberto Garcia
Date: 2026.04.20 14:41:57 -07'00'

SIGNATURE DATE

Brian Rose,
Director
Bureau of Investigation

Brian Rose
Digitally signed by Brian Rose
Date: 2026.04.21 09:57:54 -07'00'

SIGNATURE DATE

Stephen Woolery, Chief
Division of Law Enforcement

Stephen Woolery
Digitally signed by Stephen Woolery
Date: 2026.07.03 13:18:35 -07'00'

SIGNATURE DATE

Chris Ryan,
Chief
Division of Operations

Ashley Harp
Digitally signed by Ashley Harp
Date: 2026.07.03 12:50:28 -07'00'

SIGNATURE DATE

MURRIETA POLICE DEPARTMENT

Matthew Henry, Chief
Murrieta Police Department

____

SIGNATURE DATE

RIVERSIDE POLICE DEPARTMENT

CITY OF RIVERSIDE
a municipal corporation,

Larry V. Gonzalez, Chief
Riverside Police Department

____
SIGNATURE DATE

By___________________________ Date: _______________
City Manager

Attest:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

Chad Bianco, Sheriff
Riverside County Sheriff's Department

____
SIGNATURE DATE

WEST COVINA POLICE DEPARTMENT

Antonio Cortina, Chief
West Covina Police Department

____
SIGNATURE DATE

SAN BERNARDINO POLICE DEPARTMENT

Darren L. Goodman, Chief
San Bernardino Police Department

____
SIGNATURE DATE

ATTACHMENT #1

INCA TASK FORCE
ASSET FORFEITURE SHARE AGREEMENT
JULY 1, 2025

A. It is hereby agreed by those Participating Agencies that have entered into the MOU that:

1. Personnel assigned to INCA will be responsible for the processing of all seized assets resulting from INCA operations.
2. Investigative expenses from INCA activities, i.e., payment to informants, purchases of evidence, etc., shall be paid in accordance with either HIDTA grant funding, outlined in Attachment #2, federal asset forfeiture equitable sharing funding outlined in Attachment #3, or Operation Account finding outlined in Attachment #4.
3. Each Participating Agency will receive one (1) equal share of any asset seized for each law enforcement officer assigned to INCA. Riverside Police Department will receive one (1) additional share, and the San Bernardino Police Department will receive an additional (1) share. The Riverside Police Department's second share is for purposes detailed in section A.6. The San Bernardino Police Department's second share is for the purpose detailed in sections A.7 and A.8. Law enforcement agencies that are not Participating Agencies, but that assist INCA in an investigation may also receive one (1) share of any asset seized as a result of the investigation.
4. The amount distributed to each Participating Agency and, if applicable, each law enforcement agency that assists INCA even if not a Participating Agency, will be determined by dividing the net value of the seizure by the total number of shares.

5. Participating Agencies will be included in asset sharing, even if they subsequently withdraw from INCA, based on their participation at the time of the seizure and submission of the sharing package to the designated federal agency.
6. The Riverside Police Department is the designated fiduciary for federal asset forfeiture (per Executive Committee vote, September 15, 2021) and will receive one additional share of any assets seized for related administrative costs.

7. The San Bernardino Police Department employs staff who are experts in the processing and filing of state asset forfeiture cases, and is designated by the Executive Committee as Participating Agency responsible for assistance, guidance, and filing of all INCA state asset forfeiture cases. The San Bernardino Police Department will receive one additional half share of any asset seized for related administrative costs.

8. The San Bernadino Police Department is designated by the Executive Committee as Participating Agency responsible for establishing and maintaining the Operation Account. The San Bernardino Police Department will receive one additional half share of any asset seized for related administrative costs.

B. It is further agreed that if additional Participating Agencies join INCA, that will increase the total number of shares. Accordingly, the previous percentage allotted to each Participating Agency 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 MOU entered into by the Participating Agencies.

ATTACHMENT #2

INCA TASK FORCE/RIVERSIDE COUNTY SHERIFF'S OFFICE

HIDTA FIDUCIARY AGENCY

A. It is hereby agreed that the Riverside Sheriff's Office is the fiduciary agency for all HIDTA funds granted to INCA as a HIDTA initiative. The Riverside Sheriff's Office receives and maintains HIDTA funds on behalf of numerous Los Angeles Regional HIDTA initiatives, and will remain the recipient on behalf of INCA.

B. On June 30, 2023, the Riverside Sheriff's Office agreed to adopt INCA into a 'direct pay' model which is currently utilized by most HIDTA initiatives across California.

C. Under the direct pay model, HIDTA-authorized purchases for INCA activities will be made directly by the Riverside Sheriff's Office, including but not limited to:

    a. Utilities (monthly wireless phone bills, internet/cable, and tracking services.)
    b. Travel and training.
    c. Payroll and payroll services for support staff.
    d. Informant payments. Yearly informant funding will be provided by the Riverside Sheriff's Office to INCA for payments to informants throughout the fiscal year. INCA will use a Riverside Sheriff's Office-approved log to track expenses and will provide reports to the Sheriff's Office at the Sheriff's directive.
    e. Equipment purchases. Riverside Sheriff's office will make all HIDTA equipment purchases in accordance with Riverside County Ordinance 459. HIDTA equipment tracking will be maintained by INCA in accordance with

HIDTA Guidance Section 8.3.

D. Any INCA-related purchases and expenses paid with HIDTA funds, not outlined in this MOU, will defer to the Riverside Sheriff's Office Policy and Procedures, as well as the HIDTA Guidance.

ATTACHMENT #3

INCA TASK FORCE/RIVERSIDE POLICE DEPARTMENT

FEDERAL ASSET FORFEITURE FIDUCIARY AGENCY

A. It is hereby agreed that the Riverside Police Department is the fiduciary agency for all federal asset forfeiture equitable sharing funds allotted for expenses related to INCA.
B. On September 15, 2021, the Executive Committee voted for the Riverside Police Department to be INCA's asset federal asset forfeiture fiduciary.
C. Purchases for INCA activities made with federal asset forfeiture funds will be made directly by the Riverside Police Department for use in support of the INCA's operations. All purchases will be in accordance with the Riverside Police Department policy and procedures, including the applicable governing City of Riverside resolution number 23914 (adopted October 18, 2022). Equipment purchases with federal asset forfeiture funds will be monitored and tracked by INCA.
D. The Riverside Police Department will monitor and track federal asset forfeiture funds and provide federal Equitable Sharing Agreement and Certification categorical end-of-year reporting.
E. All travel-related expenses shall be paid or reimbursed by the Riverside Police Department from asset forfeiture funds. All travel and training expenses incurred will follow the City of Riverside Administrative Manual 04.001.00. INCA personnel who are not City of Riverside employees will be reimbursed using the City's request for disbursement form made to the specific traveler's name and not made payable to the INCA. All original receipts must be attached with the approval from the Riverside Police Department Head and/or Riverside City Manager.
F. Any INCA-related purchases and expenses paid with federal asset forfeiture equitable sharing funds, not outlined in this MOU, will defer to the City of Riverside Policy and Procedures, as well as the U.S. Department of Justice and U.S. Department of Treasury Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies.

ATTACHMENT #4

INCA TASK FORCE/SAN BERNARDINO POLICE DEPARTMENT
OPERATION ACCOUNT POLICY
JULY 1, 2025

A. The San Bernardino Police Department has established an account (Operation Account) for the following purposes to support INCA activities:

1. Purchase of equipment

2. Payment of services rendered

3. Payment to informants who provide information or assistance to INCA 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 personnel.

B. The Operation Account is maintained by the San Bernardino Police Department and is funded by state asset forfeiture funds, investigative funds not pursuant to asset forfeiture, and funds derived from digital currency investigations, not pursuant to asset forfeiture funds, awarded to INCA pursuant to a court order. The following governs the Operation Account:

1. On any state forfeiture of $5,000 or less, all funds shall be deposited into the Operation Account, and shall not be subject to equitable sharing among the Participating Agencies or any other law enforcement agencies.

2. Fifteen percent (15%) of any state forfeiture over $5,000 will be deposited in the Operation Account.

   a. If the forfeiture is over $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 the Participating Agencies or any assisting agency. Any amounts required by law will be paid first, e.g., General Fund, District Attorney's Office, etc.

4. Compliance with the P&P 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. The following expenses are subject to approval by the Executive Committee Chair before being paid from the Operation Account:

    a. Payments to informants over $25,000.

    b. Expenditures on equipment over $10,000.

6. Routine expenditures under the thresholds in section 5 shall be subject to approval by the TFC, who shall make quarterly reports of such expenditures to the Executive Committee.

7. Any equipment purchased with funds from the Operation Account shall be placed into service for use by INCA, but may be loaned out to Participating Agencies.

8. The TFC shall keep accurate records on the Operation Account, reflecting deposits and expenditures. The TFC's quarterly reports to the Executive Committee will include this information.

9. If INCA is dissolved, any remaining funds will be disbursed back to the Participating Agencies pursuant to the Asset Forfeiture Share Agreement in existence at the time of dissolution.

ATTACHMENT #5

SAN BERNARDINO POLICE DEPARTMENT, STATE ASSET FORFEITURE GUIDELINE.

It is hereby agreed that the San Bernardino Police Department will act on behalf of INCA to assist with state asset forfeiture processing and distribution.

A. The San Bernardino Police Department agrees to hold for processing any state asset forfeiture funds seized during INCA operations. By law, state asset forfeiture funds shall be stored in an interest bearing account pending forfeiture proceedings.

B. Once forfeited, all funds shall be transferred to the Operation Account to be disbursed among the Participating Agencies as approved by the Executive Committee. Only those Participating Agencies with active participation at the time of disbursement will receive state asset forfeiture shares.

C. The San Bernardino Police Department agrees to supply one asset forfeiture specialist to INCA no less than one day per week for an average of 52 days per calendar year. Any deviation from the described times can occur with the agreement of both the TFC and the San Bernardino Police Department. A withdrawal of an forfeiture specialist will result in the loss of the one half (.5) share for all asset forfeiture related to INCA investigations.

D. Oversight of all case tracking, record keeping, and asset forfeiture disbursements will be the responsibility of the TFC.

   In the event INCA is dissolved, any pending state asset forfeiture will be disbursed evenly among the active Participating Agencies at the time of dissolution.