

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Metropolitan Government of Nashville and Davidson County (Metro), by and through the Davidson County Sheriff's Office (DCSO). The DCSO represents the County in the implementation and administration of this MOA. Pursuant to this MOA, ICE authorizes up to a maximum of twelve (12) nominated, trained, and certified DCSO personnel to perform certain immigration enforcement functions as specified herein. It is the intent of the parties that these delegated authorities will enable the DCSO to identify and process immigration violators in DCSO jail and correctional facilities. ICE and DCSO points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected DCSO personnel (participating DCSO personnel) will be nominated, trained, and thereafter perform certain functions of an immigration officer within DCSO facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating DCSO personnel as members of the DCSO. However, the exercise of the immigration enforcement authority granted under this MOA to participating DCSO personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken by participating DCSO personnel pursuant to this agreement.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), also codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of the Department of Homeland Security, acting through the Assistant Secretary of ICE, to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating DCSO personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating DCSO personnel are subject to ICE supervision while performing immigration-related duties pursuant to this MOA. For the purposes of this MOA, ICE officers will provide supervision for participating DCSO personnel only as to immigration enforcement functions. DCSO retains supervision of all other aspects of the employment of and performance of duties by participating DCSO personnel.

IV. ASSIGNMENTS

Before participating DCSO personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory 4-week training, as described in Section VIII, in the enforcement of federal immigration laws and policies as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. Only participating DCSO personnel who are selected, trained, authorized, and supervised, as set out herein, have authority pursuant to this MOA to conduct the immigration officer functions enumerated in this MOA.

Participating DCSO personnel performing immigration-related duties pursuant to this MOA will be DCSO officers assigned to the DCSO's Criminal Justice Center (CJC).

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating DCSO personnel will be authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA :

- The power and authority to interrogate any person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who are convicted of State or Federal felony offenses;
- The power and authority to serve warrants of arrest for immigration violations pursuant to 8 C.F.R. § 287.5(e)(3);
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)), to complete required criminal alien processing, including fingerprinting, photographing, and interviewing of aliens, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review;
- The power and authority to prepare charging documents (INA Section 239, 8 C.F.R. 239.1; INA Section 238, 8 C.F.R. 238.1; INA Section 241(a)(5), 8 C.F.R. 241.8; INA Section 235(b)(1), 8 C.F.R. 235.3) including the preparation of a Notice to Appear (NTA) application or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors;
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for processing aliens in categories established by ICE supervisors; and
- The power and authority to detain and transport (8 C.F.R. § 287.5(c)(6)) arrested aliens to ICE-approved detention facilities.

VI. DETENTION ISSUES

Davidson County authorities are expected to pursue to completion prosecution of the state or local charges that caused the individual to be taken into custody. ICE will assume custody of individuals who have been convicted of a State or local offense only after such individuals have concluded service of any sentence of incarceration. ICE will also assume custody of aliens with prior criminal convictions and when immigration detention is required by statute. The ICE Detention and Removal Field Officer Director or his designee will assess on a case-by-case basis the appropriate removal vehicle to be employed and/or whether to assume custody of individuals that do not meet the above criteria based on special interests or other extenuating circumstances after processing by the DCSO. The immigration laws provide ICE Detention and Removal Operations (DRO) with the discretion to manage limited ICE detention resources, and ICE Field Office Directors may exercise this discretion, in appropriate cases, by declining to detain aliens whose detention is not mandated by federal statute.

If ICE determines that it is necessary, the DCSO, by and through Metro, will enter into an Inter-Governmental Service Agreement (IGSA) with ICE pursuant to which, the DCSO will provide, for a reimbursable fee, detention of incarcerated aliens in DCSO facilities, upon the completion of their sentences. The DCSO facility will be expected to meet the ICE detention standards for either a less than 72-hour or over 72-hour facility as determined by ICE, and consistent with the anticipated detention period.

The parties understand that the DCSO will not continue to detain an alien after that alien is eligible for release from the DCSO's custody in accordance with applicable law and DCSO policy, except for a period of up to 48-hours, excluding Saturdays, Sundays, and any holiday, pursuant to an ICE detainer issued in accordance with 8 C.F.R. § 287.7, absent an IGSA in place as described above.

Upon completion of processing and release from the DCSO's detention facilities of an individual who participating DCSO personnel have determined to be a removable alien, the alien will be transported by the DCSO on the same day to an ICE designated office or facility, after notification to and coordination with the ICE supervisory officer, so that no further detention costs will be incurred by ICE.

VII. NOMINATION OF PERSONNEL

The DCSO will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of DCSO work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any future expansion in the number of participating DCSO personnel or scheduling of additional training classes may be based on an oral agreement of the parties, but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating DCSO personnel with the mandatory 4-week training tailored to the immigration functions to be performed. Training will take place at a mutually designated site and will utilize ICE-designed curriculum and competency testing.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) Civil Rights laws; (vi) the U.S. Department of Justice "Guidance Regarding the Use Of Race By Federal Law Enforcement Agencies," dated June 2003; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligation under federal law and the Vienna Convention on Consular Relations to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating DCSO personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XX, below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors and DCSO designees.

IX. CERTIFICATION AND AUTHORIZATION

The ICE Training Division will certify in writing to the ICE Field Office Director in New Orleans, Louisiana, the names of those DCSO personnel who successfully complete training and pass all required testing. Upon receipt of Training Division certification, the ICE Field Office Director in New Orleans, Louisiana, will provide the participating DCSO personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of one year from the date of the authorization. ICE will also provide a copy of the authorization to the DCSO. The ICE supervisory officer and DCSO designee will evaluate the activities of all personnel certified under this MOA.

Authorization of participating DCSO personnel to act pursuant to this MOA may be revoked at any time by ICE or the DCSO. Such revocation will require immediate notification to the other party to this MOA. The Sheriff of Davidson County or his designee and the ICE Field Office Director in New Orleans, Louisiana, will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute revocation of all immigration enforcement authorizations delegated hereunder.

X. COSTS AND EXPENDITURES

Participating DCSO personnel will carry out designated functions at the DCSO's expense, including salaries and benefits, local transportation, and official issue material.

ICE will provide the instructors and training materials. The DCSO is responsible for the salaries and benefits, including overtime, for all of its personnel being trained or performing duties under this MOA, and for those personnel performing the regular functions of the participating DCSO personnel while they are receiving training. The DCSO will cover the costs of all DCSO candidates' travel, housing, and per diem affiliated with the training required for participation in this agreement. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines that it is necessary, the DCSO will enter into an Inter-Governmental Service Agreement (IGSA) with ICE pursuant to which DCSO will provide, for a reimbursable fee, transportation for all incarcerated aliens in the DCSO's facilities, upon the completion of their sentences, to a facility or location designated by ICE. If ICE determines that it is necessary, the DCSO will provide ICE, at no cost, an office within each participating DCSO facility for ICE supervisory employees to work.

ICE agrees to be responsible for the purchase, installation, and maintenance of technology (computer/LAFIS/Photo and similar hardware/software) necessary to support the investigative functions of participating DCSO personnel at each DCSO facility with an active 287(g) program. The use of this equipment is to be limited to the performance of responsibilities authorized by this MOA under section 287(g) of the INA by participating DCSO personnel. ICE also agrees to provide the necessary technological support and software updates for use by participating DCSO personnel to accomplish the delegated functions. Such hardware, software, and other technology purchased or provided by ICE, shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, or when deemed necessary by the ICE Field Office Director in New Orleans, Louisiana.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by the participating DCSO personnel will be supervised and directed by ICE supervisory officers or the designated team leader in Nashville, Tennessee. Participating DCSO personnel are not authorized to perform immigration officer functions, except when working under the supervision of an ICE officer, or when acting pursuant to the guidance provided by an ICE agent.

Participating DCSO personnel shall give timely notice to the ICE supervisory officer within 24 hours of any detainer issued under the authorities set forth in this MOA. The actions of participating DCSO personnel will be reviewed by ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual additional training or guidance.

For purposes of this MOA, ICE officers will supervise participating DCSO personnel only as to immigration enforcement functions. The DCSO retains supervision of all other aspects of the employment of and performance of duties by participating DCSO personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating DCSO personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating DCSO personnel will be expected or required to violate or otherwise fail to maintain the DCSO's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE supervisory officer or a DHS or ICE policy and the DCSO's rules, standards, or policies, the conflict shall be promptly reported to the ICE Field Office Director in New Orleans, Louisiana, or designees, and the Davidson County Sheriff or his designee, when circumstances safely allow the concern to be raised. The ICE Field Office Director in New Orleans, Louisiana, and the Davidson County Sheriff or his designee shall attempt to resolve the conflict.

XII. REPORTING REQUIREMENTS

The DCSO will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to help ICE assess the progress and success of the DCSO's 287(g) program.

XIII. LIABILITY AND RESPONSIBILITY

If any participating DCSO personnel are the subjects of a complaint of any sort that may result in that individual receiving employer discipline or becoming the subject of a criminal investigation or civil lawsuit, the DCSO shall, to the extent allowed by state law, immediately notify ICE of the existence and nature of the complaint. The resolution of the complaint shall also be promptly reported to ICE. Complaints regarding the exercise of immigration enforcement authority by participating DCSO personnel shall be handled as described below.

Except as otherwise noted in this MOA or allowed by federal law, the DCSO will be responsible and bear the costs of participating DCSO personnel with regard to their property or personnel expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating DCSO personnel will only be treated as federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function as authorized by this MOA. 8 U.S.C. § 1357(g)(7). It is the understanding of the parties to this MOA that participating DCSO personnel will enjoy the same defenses and immunities available to ICE officers from personal liability arising from tort lawsuits based on actions conducted in compliance with this MOA. 8 U.S.C. § 1357(g)(8).

Participating DCSO personnel named as defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. Such requests must be made in writing directed to the Attorney General of the United States, and will be handled in coordination with the ICE Field Office Director in New Orleans, Louisiana. Requests for representation must be presented to the ICE Office of the Chief Counsel at the 1250 Poydras St, Suite 325, New Orleans, Louisiana, 70113. Any request for representation and related correspondence must be clearly marked "Subject to Attorney-Client Privilege." The Office of the Chief Counsel will forward the individual's request, together with a memorandum outlining the factual basis underlying the event(s) at issue in the lawsuit, to the ICE Office of the Principal Legal Advisor, which will forward the request, the factual memorandum, and an advisory statement opining whether such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Torts Staff, Civil Division, Department of Justice. ICE will not be liable for defending or indemnifying acts of intentional misconduct on the part of participating DCSO personnel.

The DCSO agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers. It is understood that information provided by any DCSO personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with Garrity v. New Jersey, 385 U.S. 493 (1967).

As the activities of participating DCSO personnel under this MOA are undertaken under federal authority, the participating DCSO personnel will comply with federal standards and guidelines relating to the Supreme Court's decision in Giglio v. United States, 405 U.S. 150 (1972), and its progeny, which relates to the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

XIV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating DCSO personnel, with regard to activities undertaken under the authority of this MOA, is included at Appendix B.

XV. CIVIL RIGHTS STANDARDS

Participating DCSO personnel who perform certain federal immigration enforcement functions are bound by all federal civil rights statutes and regulations, including the U.S. Department of Justice "Guidance Regarding The Use Of Race By Federal Law Enforcement Agencies" dated June 2003.

Participating DCSO personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the DCSO as needed.

XVI. STEERING COMMITTEE

The ICE Field Office Director in New Orleans, Louisiana and the Davidson County Sheriff or his designee shall establish a steering committee that will meet periodically to review and assess the immigration enforcement activities conducted by the participating DCSO personnel and to ensure compliance with the terms of this MOA. The steering committee will meet periodically in Nashville at locations to be agreed upon by the parties, or via teleconference. Steering committee participants will be supplied with specific information on case reviews, individual participants' evaluations, complaints filed, media coverage, and, to the extent practicable, statistical information on increased immigration enforcement activity in Nashville, Tennessee. An initial review meeting will be held no later than nine months after certification of the initial class of participating DCSO personnel under Section IX, above.

XVII. COMMUNITY OUTREACH

The DCSO may, at its discretion, engage in community outreach with individuals and organizations expressing an interest in this MOA. ICE may participate in such outreach upon the DCSO's request.

XVIII. RELATIONS WITH THE NEWS MEDIA

The DCSO may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. This MOA also describes the complaint procedures available to members of the public regarding actions taken by participating DCSO personnel pursuant to this agreement.

The DCSO hereby agrees to coordinate with ICE regarding information to be released to the media regarding actions taken under this MOA. The points of contact for ICE and the DCSO for this purpose are identified in Appendix C.

XIX. MODIFICATION OF THIS MOA

Modifications to this MOA must be proposed in writing and approved by the signatories.

XX. DURATION AND TERMINATION OF THIS MOA

This MOA will remain in effect from the date of signing until it is terminated by either party, but in no event shall the term of this MOA exceed sixty (60) months. Either party, upon written notice to the other party, may terminate the MOA at any time. A termination notice shall be delivered personally or by certified or registered mail and termination shall take effect immediately upon receipt of such notice.

Either party, upon written or oral notice to the other party, may temporarily suspend activities under this MOA when resource constraints or competing priorities necessitate. Notice of termination or suspension by ICE shall be given to the Davidson County Sheriff. Notice of termination or suspension by the DCSO shall be given to the ICE Field Office Director in New Orleans, Louisiana.

Except for the provisions contained in Section XIII, this MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, and accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

**THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:**

RECOMMENDED:
Department Head



Department: Davidson County Sheriff's
Office

**APPROVED AS TO AVAILABILITY
OF FUNDS:**



Director of Finance

**APPROVED AS TO RISK AND
INSURANCE:**

 2/6/07

Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY:**

 2/8/07

Metropolitan Attorney (A-19529)

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**



Date: 2/21/07

RS2007-1763

**UNITED STATE IMMIGRATION AND
CUSTOMS ENFORCEMENT:**



Julie L. Myers
Assistant Secretary
U.S. Immigration and Customs Enforcement

Date: 1/31/07

APPENDIX A
POINTS OF CONTACT

The ICE and DCSO points of contact for purposes of implementation of this MOA are:

For the DCSO : **Daron Hall, Sheriff**
 Davidson County Sheriff's Office
 506 Second Avenue North
 Nashville, TN 37201

b6

For ICE DRO: **b6,b7c Assistant Field Office Director**
 Detention and Removal Operations
 1250 Poydras Street, Suite 350
 New Orleans, LA 70113

b2Low

For ICE OI: **b6,b7c Assistant Special Agent in Charge**
 Office of Investigations
 1250 Poydras Street
 Suite 2200
 New Orleans, LA 70113

b2Low

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between DHS/ICE the County and the DCSO, pursuant to which selected DCSO personnel are authorized to perform immigration enforcement duties in specific situations under Federal authority. As such, the training, supervision, and performance of participating DCSO personnel pursuant to the MOA, as well as the protections for individuals' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

The MOA sets forth the process for designation, training, and certification of certain DCSO personnel to perform certain immigration enforcement functions specified herein. Complaints filed against those personnel in the course of their non-immigration duties will remain the domain of the DCSO and be handled in accordance with the DCSO's Manual of Policy and Procedures, or equivalent rules, regulations or procedures. The DCSO will also handle complaints filed against personnel who may exercise immigration authority, but who are not designated and certified under this MOA. The number and type of the latter complaints will be monitored by the Steering Committee established under Section XVI of the MOA.

In order to simplify the process for the public, complaints against participating DCSO personnel relating to their immigration enforcement can be reported in a number of ways. The ICE Headquarters Office of Professional Responsibility (OPR) and the DCSO Office of Standards and Accountability (DCSO OSA) will coordinate complaint receipt and investigation.

The ICE OPR will forward complaints to the Department of Homeland Security's Office of Inspector General (DHS OIG) as appropriate for review, and ensure notification as necessary to the U.S. Department of Justice Civil Rights Division (DOJ CRD). The ICE OPR will coordinate complaints related to participating personnel with the DCSO OSA as detailed below. Should circumstances warrant investigation of a complaint by the DHS OIG or the DOJ CRD, this will not preclude the DHS OIG, DOJ CRD, or ICE OPR from conducting the investigation in coordination with the DCSO OSA, when appropriate.

The ICE OPR will adhere to established procedures relating to reporting and resolving allegations of employee misconduct, and the DCSO OSA will follow applicable DCSO policies and procedures, personnel rules, state statutes, and collective bargaining agreement requirements.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the DCSO within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures.

Complaints will be accepted from any source (e.g.: ICE, DCSO, participating DCSO personnel, inmates, and the public).

Complaints can be reported to federal authorities as follows:

1. Telephonically to the ICE OPR at the Joint Intake Center (JIC) in Washington, D.C. at the toll-free number 1-877-246-8253, or
2. Telephonically to the Resident Agent in Charge of the ICE OPR office in at 1100 Poydras Street, Room 1830, New Orleans, Louisiana, or
3. Via mail as follows:

U.S. Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility
425 I Street, NW
Room 3260
Washington, D.C. 20536

Complaints can also be referred to and accepted by any of the following at the DCSO:

1. Sheriff Daron Hall
506 Second Ave. North, Nashville, TN 37201
(615) 862-8166
2. Davidson County Sheriff's Office
Investigations Division, Office of Standards and Accountability
506 Second Ave. North, Nashville, TN 37201
(615) 862-8168 or (615) 862-8114

2. Review of Complaints

All complaints (written or oral) reported to the DCSO directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of the Special Agent in Charge of the ICE Office of Investigations in New Orleans, Louisiana. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the DCSO OSA when the complaint involves DCSO personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint, the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above, the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or the DOJ CRD. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to DCSO OSA

The ICE OPR will refer complaints, as appropriate, involving DCSO personnel to the DCSO OSA for resolution. The DCSO OSA will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating DCSO personnel are under investigation and subject to interrogation by the DCSO for any reason that could lead to disciplinary action, demotion, or dismissal, the requirements of DCSO Policy shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the DCSO OSA to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XVIII of the MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the DCSO:

**Karla Crocker, Director of Communications
Davidson County Sheriff's Office
506 Second Avenue North
Nashville, TN 37201
(615) 862-8235; Cell: (615) 335-7345**

For ICE:

**Public Affairs Officer Temple Black
Office of Public Affairs and Internal Communication
U.S. Department of Homeland Security
U.S. Immigration and Customs Enforcement
1250 Poydras Street
Suite 2200
New Orleans, LA 70113
(504) 310-8887
(504) 329-2588**