

---

## MEMORANDUM OF UNDERSTANDING

---

### MEMORANDUM OF UNDERSTANDING AND AGREEMENT Between the Sheriff of Fulton County And the U.S. Immigration and Customs Enforcement

#### **I. PURPOSE**

This Memorandum of Understanding (MOU) between the Fulton County Sheriff's Office and the U.S. Immigration and Customs Enforcement (ICE) establishes the responsibilities of each organization as part of an information sharing partnership.

#### **II. DEFINITIONS**

For the purposes of this MOU, "information sharing partnership" means the identifying of criminal aliens that are arrested and booked into the Fulton County Jail located at 901 Rice Street, Atlanta, Georgia 30318. The ICE Agency is looking to expand the effectiveness of their "Priority Enforcement Program" (PEP) by placing an ICE liaison officer into local jurisdictions.

#### **III. STATEMENT OF RECIPROCITY**

The following document provides guidelines by which the Fulton County Sheriff's Office will provide assistance as part of the information sharing partnership program. Both agencies commit to providing the referenced assistance as outlined in this MOU. Each party is responsible for the actions of their employees.

#### **IV. ICE RESPONSIBILITIES**

During the execution of this MOU the ICE Agency will be responsible for the following:

- Investigating and tracking of foreign nationals that are arrested for felonies, significant misdemeanor, or any other offences that could have a negative impact on public safety, but do not meet the current ICE guidelines.
- Interview all foreign born inmates that have been identified through PEP as ICE priority criminal aliens
- Provide transport for ICE detainees as needed.
- Provide liaison between the two agencies after hours.

#### **V. SHERIFF' OFFICE RESPONSIBILITIES**

During the execution of this MOU the Fulton County Sheriff's Office will be responsible for the following:

- Allowing the ICE Liaison Officer to work at the Fulton County Jail Monday through Friday.
- Provide a work area/space for the ICE officer to perform ICE functions.

- Provide copies of supporting documentation (police reports, judgments and conviction records, etc.) when available.

#### **VI. FINANCIAL REIMBURSEMENT**

Each agency will be responsible for its own cost and supplies during the term of MOU.

#### **VII. TERM OF THE AGREEMENT**

This MOU will become effective upon the date of signature of all parties and will be in effect for a period of five years (5) from the date of all signatures from all parties. The parties will review this agreement annually. This MOU may be modified by the written agreement of both parties. This MOU may be terminated immediately by either party via written notice to the other.

#### **VIII. NO RIGHTS IN THIRD PARTIES**

The agreement reflected in this document is for the benefit of the participating entities only. Nothing contained herein shall be deemed to create any rights in any third party, nor any legally enforceable obligation or standard of care other than between the parties.

#### **IX. CHAIN OF COMMAND**

During the execution of this MOU the ICE liaison agrees to abide by all of the rules and regulations set forth by the Fulton County Sheriff's Office and the Fulton County Jail. The ICE liaison will report directly to the Fulton County Sheriff, Jail Administrator or designated Sheriff Office representative.

SIGNATURE ON FOLLOWING PAGE

\_\_\_\_\_  
By: xxxxxx  
ICE Agency

Date: \_\_\_\_\_

**FULTON COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
By: Theodore Jackson, Sheriff

Date: \_\_\_\_\_

**Fulton County, A POLITICAL SUBDIVISION OF THE State of Georgia**

\_\_\_\_\_  
By: John H. Eaves, PH.D., Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
By: Mark K. Massey  
Clerk to the Commission

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fulton County Attorney's Office

Date: \_\_\_\_\_