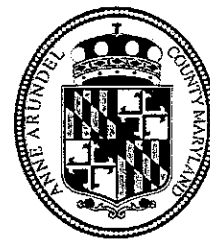




Anne Arundel County Police Department
8495 Veterans Highway Millersville, Maryland
21108 (410) 222-8050
www.aacounty.org/police



Timothy J. Altomare
Chief of Police

July 28, 2017

Nick Steiner
Legal & Public Policy Counsel
American Civil Liberties Union of Maryland
3600 Clipper Mill Rd, Suite 350
Baltimore, MD 21211

Dear Mr. Steiner,

This correspondence is in response to your public information submission dated June 5, 2017, which has been evaluated in accordance with the Maryland Public Information Act, Maryland State Government Code Annotated, §GP 4-601, et seq. (the "Act"). We have received your request for copies of records, agreements, policies and interactions with the U.S. Department of Homeland Security with regard to immigration enforcement.

A search of our databases and policies found three policies responsive to your request. A check with each of our district booking operations found that there has been no Anne Arundel County Police action on Administrative Immigration Detainers since January 1, 2017.

Enclosed please find all response records to your request. If you have any further questions of me I can be contacted at 410-222-8785 or by return email.

Sincerely,

A handwritten signature in cursive script that reads "Brenda D. Fraser".

Brenda D. Fraser
Management Assistant I
Central Records
Anne Arundel County Police



ILLEGAL IMMIGRATION

INDEX CODE: 606
EFFECTIVE DATE: 03-22-17

Contents:

- I. Policy
- II. Procedures
- III. Proponent Unit
- IV. Cancellation

I. POLICY

The department is committed to:

Cooperating with federal immigration authorities as requested and/or in response to local matters to the extent permitted by law.

Pursuant to the Immigration and Nationality Act and regulations promulgated by the Attorney General and the Secretary of the Department of Homeland Security, only officers and employees of U.S. Immigration and Customs Enforcement (ICE) may arrest persons for being in this country illegally. Local law enforcement officers may not detain or arrest an individual solely based on known or suspected violations of federal immigration law.

Members of the department will always provide equal enforcement of the law, regardless of immigration status. Racial profiling, the practice of stopping, detaining, or searching a person based solely on factors such as race, gender, age, color, citizenship or ethnicity is **strictly prohibited**.

II. PROCEDURES

Member Responsibilities

Officers can and will act upon an ICE criminal arrest warrant that is entered into NCIC, based on confirmation of an active warrant through Teletype, as with any other criminal arrest warrant.

Officers may not detain or arrest an individual solely based on a U.S. Immigration and Custom Enforcement Administrative Warrant for Arrest or Removal entered by ICE into the National Crime Information Center (NCIC) database of the Federal Bureau of Investigation (FBI). These include administrative immigration warrants for persons with outstanding removal, deportation, or exclusion orders. Anne Arundel County Officers lack the authority to arrest persons on these civil warrants.

1. If a subject is lawfully detained (ie. traffic stop or criminal investigatory stop) and determined to have an ICE administrative warrant of arrest or removal through NCIC, and the subject is not going to be arrested on state and/or local charges, the subject will be released.
2. When a subject is arrested for a violation of state law or Anne Arundel County ordinance, and it is determined through NCIC or the LiveScan process that the subject has an active ICE administrative warrant of arrest or removal, the arresting officer will *not take any action regarding the administrative warrant. The Detention Center is the only County agency that will act on an administrative warrant in cooperation with ICE.*

Index Code: 606
Effective Date: 03-22-17

III. PROPONENT UNIT: *Bureau of Patrol.*

IV. CANCELLATION: This directive cancels Index Code 606, dated 10-06-15.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT AND ANNE
ARUNDEL COUNTY, MARYLAND FOR THE AUTHORIZATION
AND REIMBURSEMENT OF JOINT TASK FORCE OPERATIONS
EXPENSES FROM THE TREASURY FORFEITURE FUND**

This Agreement is entered into by **Anne Arundel County, Maryland, for its Anne Arundel County Police Department** and Immigration and Customs Enforcement (ICE), SAC Baltimore for the purpose of authorizing joint law enforcement operations/task force activities and the reimbursement of costs incurred by the **Anne Arundel County Police Department** in providing a Task Force Officer and/or additional resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint and/or Task Force operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which recognizes that ICE may enter into joint law enforcement activities with local law enforcement agencies and for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the authority to work jointly in law enforcement operations and task forces and the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703 related to these operations/task forces.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint and/or Task Force investigations led by ICE SAC Baltimore, with the participation of the **Anne Arundel County Police Department**, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

The **Anne Arundel County Police Department** agrees to assign one dedicated officer, full-time to the Baltimore Immigration and Customs Enforcement, ICE Task Force. Additionally, resource permitting, the **Anne Arundel County Police Department** shall assign additional officers to assist with investigations or joint operations. Included as part of this Agreement, the **Anne Arundel County Police Department** shall provide the ICE SAC Baltimore with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The **Anne Arundel County Police Department** may request the reimbursement of overtime salary expenses directly related to work on the Task Force or joint operation with ICE SAC Baltimore, performed by its officer(s) assigned to this joint operation. In addition, the **Anne Arundel County Police Department** may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC Baltimore.

The **Anne Arundel County Police Department** may not request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the **Anne Arundel County Police Department** must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6026 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to Task Force or joint operations, the **Anne Arundel County Police Department** must submit to ICE SAC Baltimore the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The **Anne Arundel County Police Department** remains fully responsible, as the employer of the officer(s) assigned to the Task Force or investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at **\$15,000** per officer per year.

6. The **Anne Arundel County Police Department** will submit all requests for the reimbursement of joint operations' expenses to ICE SAC Baltimore, at the following address: DHS/ICE, 40 S. Gay St. 3rd Floor, Baltimore, MD 21202, Attn. Dan Noel, Ph. 410-962-4389.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The **Anne Arundel County Police Department** agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

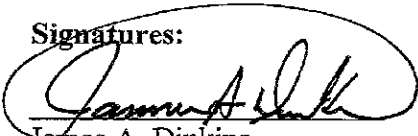
The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

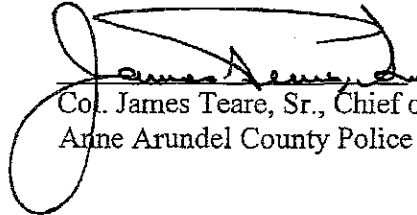
VIII. NO PRIVATE RIGHTS; IMMUNITIES AND INDEMNIFICATION

This is an internal government agreement between the ICE SAC Baltimore and the **Anne Arundel County Police Department**, and is not intended to confer any right or benefit to any private person or party. The parties to this Memorandum retain and reserve all immunities, liability limitations, and defenses, granted by local, State, and

Federal law. It is further agreed that Anne Arundel County, Maryland will defend, indemnify, and hold harmless ICE for all claims or suits initiated by third parties against ICE for property damage, personal injury, or death, which may arise out of the actions or negligence of employees or agents of Anne Arundel County, Maryland. Likewise, it is agreed that ICE will defend, indemnify, and hold harmless Anne Arundel County, Maryland for all claims or suits initiated by third parties against Anne Arundel County, Maryland for property damage, personal injury, or death, which may arise out of the actions or negligence of employees or agents of ICE. Additionally, each party to this Agreement will permit the other to participate in the defense of claims or suits if liability of the party or its employees or agents is alleged.


Signatures:


James A. Dinkins
ICE, SAC Baltimore
Department

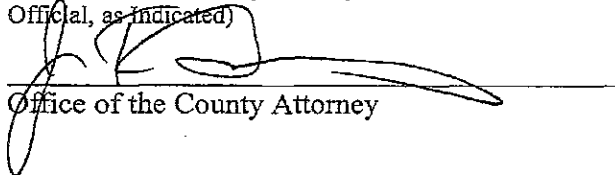

Col. James Teare, Sr., Chief of Police
Anne Arundel County Police

Date: 11/1/07

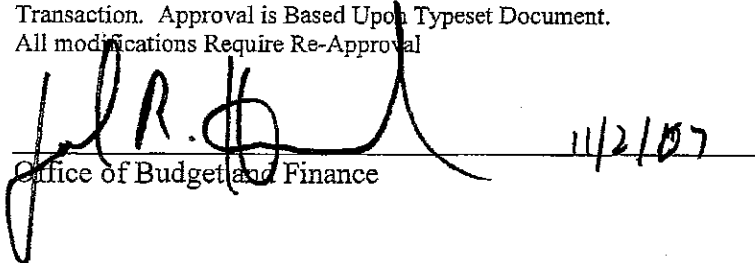
Date: 11/1/07


Dennis Callahan, Chief Administrative Officer
Anne Arundel County, Maryland

APPROVED AS TO LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by the Duly Authorized Administrative
Official, as indicated)


Office of the County Attorney

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of the Substantive Nature of This
Transaction. Approval is Based Upon Typeset Document.
All modifications Require Re-Approval


Office of Budget and Finance

11/2/07



CERTIFICATION OF U-VISA NON-IMMIGRANT STATUS

INDEX CODE: 608
EFFECTIVE DATE: 07-06-15

Contents:

- I. Purpose
- II. Policy
- III. Definitions
- IV. Procedure
- V. Additional Considerations
- VI. Proponent Unit
- VII. Cancellation

I. PURPOSE

The purpose of this directive is to establish guidelines and procedures for officers who receive requests for a U-Visa Certification (Form I-918, Supplement B). This Directive also specifies the certifying officer who will sign Form I-918, Supplement B.

II. POLICY

It is the policy of the Anne Arundel County Police Department to review all U-Visa Certifications to determine if a qualifying crime has occurred and that the victim was helpful, is being helpful, or is likely to be helpful in the detection, investigation or prosecution of criminal activity. The U-Visa Certifications will be reviewed by a supervisor in *the Homeland Security and Intelligence Unit* or any other officer or supervisor designated by the Chief of Police as a certifying official.

III. DEFINITIONS

A. "U-Visa" is defined as an immigration benefit that can be sought by victims of certain crimes who are currently assisting or have previously assisted law enforcement in the investigation or prosecution of a crime, or is likely to be helpful in the investigation or prosecution of criminal activity.

B. "U-Visa Certification" Form I-918, Supplement B, U Nonimmigrant Status Certification (Form I-918B) is a required element for U-Visa eligibility and a law enforcement certification that the noncitizen is the victim of a qualifying crime who are currently assisting, have previously assisted or likely to be helpful in the investigation or prosecution of criminal activity.

C. "Qualifying Crime" is defined by statute to be "activity involving one or more of the following or similar activity in violation of federal, state, or local criminal law." The statute also includes the attempt, conspiracy, or solicitation to commit any of the crimes listed below:

- | | | |
|-----------------------------|---------------------------|----------------------|
| Abduction | Incest | Rape |
| Abusive sexual contact | Involuntary servitude | Sexual assault |
| Blackmail | Kidnapping | Sexual exploitation |
| Domestic Violence | Manslaughter | Slave trade |
| Extortion | Murder | Torture |
| False imprisonment | Obstruction of justice | Trafficking |
| Felonious assault | Peonage | Perjury |
| Unlawful criminal restraint | Female genital mutilation | Witness Tampering |
| Being held hostage | Prostitution | Other related crimes |

D. "Any Similar Activity" refers to other criminal activity when the similarities are substantial and the nature and elements of the criminal activity are comparable.

E. "Helpful to the Investigation" is defined in this policy as:

1. Possesses information about a qualifying criminal activity; and
2. Demonstrates cooperation during the detection, investigation, or prosecution of that criminal activity, even if the investigation is not completed.

IV. PROCEDURE

Before completing a Form I-918B, Supplement B (a request for a U-Visa certification), the certifying official shall have verified the following:

A. The noncitizen was or is:

1. A victim of a qualifying crime or similar criminal activity (listed in Section III.C above) that took place in Anne Arundel County; or
2. The spouse or under-21-year-old child of a victim who is deceased because of murder or manslaughter, or who is incompetent or incapacitated; or
3. The parents and unmarried under-18-year-old siblings of an under 21-year-old victim who is deceased because of murder or manslaughter, or who is incompetent or incapacitated.

B. The noncitizen has been, is being, or is likely to be helpful to the investigation.

C. When a certification is based on a prior investigation or a criminal case that has been closed or suspended, or when a statute of limitations has passed, the certification shall be completed after the above verification has been conducted.

D. No request for certification will be accepted unless it is made on the proper U.S. Citizenship and Immigration Services form (Form I-918, Supplement B) and has been completed by the referring legal entity (such as a private attorney, nonprofit organization, or victim).

E. Every effort should be made to respond to the request for certification within 30 days from the time it was presented to the Anne Arundel County Police Department.

F. All requests for Form I-918, Supplement B certification presented to this department shall be forwarded to *Homeland Security and Intelligence Unit* or certifying officials.

G. The certifying official may contact the VAWA Unit of the U.S. Citizenship and Immigration Services to report the U-Visa applicant's failure to continue cooperating with the department when the failure to cooperate is considered unreasonable. To determine whether the failure to cooperate is unreasonable, officials should review and consider the victim's history of abuse and victimization, and any threats the victim has experienced or is experiencing.

H. In rare circumstances, when all criteria for law enforcement certification are met by the noncitizen victim, the certifying official, with reasonable cause, can elect not to sign the law enforcement certification (Form I-918, Supplement B).

V. ADDITIONAL CONSIDERATIONS

The law enforcement certifications validates the role the victim had, has, or will have in being helpful to the investigation or prosecution of the case; therefore, it is important that the law enforcement agency complete certifications on a case-by case basis. Without a completed U-Visa certification, the victim will not be eligible for a U-Visa.

- VI. **PROPONENT UNIT:** *Homeland Security and Intelligence Unit.*
- VII. **CANCELLATION:** This written directive cancels Index Code 608, dated 08-01-13.



LIAISON WITH OTHER AGENCIES

INDEX CODE: 104
EFFECTIVE DATE: 07-06-15

Contents:

- I. Policy
- II. Purpose
- III. Liaison Responsibilities
- IV. Proponent Unit
- V. Cancellation

I. POLICY

It is the policy of the Anne Arundel County Police Department to enhance the continuing operational relationship between the department and other criminal justice system agencies. To facilitate that endeavor, the department recognizes the importance of maintaining a liaison with those agencies to develop and routinely evaluate our operational interaction.

II. PURPOSE

The purpose of maintaining a liaison with members of the Criminal Justice System include: planning and implementing operational and administrative objectives; providing a forum for examining and rectifying procedural and investigative errors; ensuring a process of ongoing communication and networking; a formal process to review and update Memoranda of Understanding (where applicable); and the sharing of information regarding improvements in technology and forensic science.

III. LIAISON RESPONSIBILITIES

A. Courts

The Court Liaison officer is responsible for maintaining liaison with the various criminal courts and the Office of the State's Attorney.

B. Prosecutor

1. The commander of the Office of Professional Standards will maintain liaison with the Anne Arundel County State's Attorney in investigations involving alleged criminal conduct on the part of department employees.
2. At least annually the Commander of the Criminal Investigation Division and the supervisors of the Crime Laboratory and the Evidence Collection/Identification Section will attempt to meet with the State's Attorney and the judges of the local courts to apprise them of the abilities of the investigators and crime lab in developing information for prosecution, and to hear their concerns.

C. Juvenile Liaison

The Juvenile Victim/Witness coordinator is responsible for maintaining liaison with the juvenile courts, prosecutors of juvenile cases, and the Department of Juvenile Services.

D. Correctional Agencies; Community Supervision Agencies

The *supervisor* of the Homeland Security and Intelligence *Unit* is responsible for maintaining liaison with area correctional agencies, including the Anne Arundel County Detention Center, and with Community Supervision agencies.

E. Area Law Enforcement Agencies

Liaison with area law enforcement agencies is accomplished through participation in organizations such as the Maryland Chiefs of Police Association, the Maryland Association of Police Planners, and the Chesapeake Region Law Enforcement Accreditation Alliance.

The Northern District commander will maintain liaison with the Maryland State Police, Glen Burnie Barracks, and the federal and state law enforcement authorities located at BWI Airport.

The Southern District commander will maintain liaison with the Annapolis Police Department.

The Western District commander will maintain liaison with the Crofton Police Department, the Fort Meade Police Department at Fort George G. Meade, and with law enforcement authorities at the National Security Agency.

F. Fire/Rescue

Liaison with the Anne Arundel County Fire Department and E.M.S. is maintained by the joint training committee, and by formal and informal contacts between Fire administrators and the Police Department command staff.

In maintaining good rapport, the matters to be discussed with fire officials at periodic meetings will include: problems encountered by staff from their respective agencies; resolution of problems encountered in providing emergency medical services to citizens; and deployment of officers and firefighters at major fire scenes, accidents and hazardous materials incidents.

G. Intelligence

Liaison with federal, state and local agencies for the exchange of intelligence information is achieved through membership in MAGLOCLIN, as well as in various regional and statewide organizations.

H. Criminal Justice Coordinating Council

The Police Department is a member of the Anne Arundel County Criminal Justice Coordinating Council. The Chief of Police will attend council meetings or will be represented by a designated officer.

I. Liaison with All Related Agencies

Members of the Department are required to develop and maintain good rapport with other criminal justice and public safety agencies in the furtherance of positive relations. All members will conduct themselves in a helpful and professional manner when interacting with other criminal justice and public safety agencies, including but not limited to the following.

- * Local adult and juvenile courts
- * State and federal prosecutors
- * Community Supervision agencies
- * Adult and juvenile correctional agencies
- * Department of Social Services
- * Department of Juvenile Services
- * Juvenile Justice Advisory Council
- * Maryland State Police
- * The Annapolis City Police Department
- * The Anne Arundel County Sheriff's Office
- * The Fort Meade *Directorate of Emergency Services (Police & Fire)*
- * *U.S. Army Criminal Investigation Command*
- * The Crofton Police Department
- * The County Police Departments, Sheriff Offices, city and local government police agencies of neighboring jurisdictions
- * Federal Bureau of Investigation
- * Drug Enforcement Administration
- * Bureau of Alcohol, Tobacco and Firearms
- * Naval *Criminal* Investigative Service
- * *Department of Homeland Security Investigations*
- * *U.S. Immigration & Customs Enforcement*

- * U.S. Customs & Border Protection
 - * Mid-Atlantic Great Lakes Organized Crime Law Enforcement Network
 - * Combined Law Enforcement Intelligence Group
 - * U.S. Attorney General's Office
 - * Board of Education
 - * Washington/Baltimore High Intensity Drug Trafficking Area (HIDTA) Program
 - * Anne Arundel Community College Department of Public Safety & Police
- IV. **PROPONENT UNIT:** Staff Inspections Unit.
- V. **CANCELLATION:** This written directive cancels Index Code 104, dated 11-18-09.