



November 8, 2021

VIA HAND DELIVERY

Charles D. Susano, III  
Knox County Circuit Court Clerk  
400 Main Street Suite M30  
Knoxville, TN 37902

**Re: Maira Oviedo-Granados v. Tom Spangler, et al.**  
**Knox Co. Circuit Court Docket Number: TBD**

Dear Mr. Susano,

Enclosed please find the following:

1. Check No. 2872 made payable to the Knox County Circuit Court Clerk in the amount of \$334.50 representing the filing fee in the above-referenced matter;
2. *Summonses* for:
  - a. Tom Spangler;
  - b. Glenn Jacobs; and
  - c. Knox County
3. *Complaint* with Exhibits 1-11
4. Defendants' Copies for Service of Process
5. Two (2) Attorney's Copies for File-Stamping

If you would please file-stamp the documents, issue the summonses for service of process, and return them to us for service, I would greatly appreciate it. Attorney Andrew Fels and I should both be entered as attorneys of record.

If you have any questions, please feel free to contact our office at 865-282-5309.

Sincerely,

Rachel Bonano  
Attorney at Law

Encl.

cc: Andrew Fels, Esq.  
Maira Oviedo-Granados  
Knox County Law Director, courtesy copy

**IN THE CIRCUIT COURT FOR  
KNOX COUNTY, TENNESSEE**

MAIRA OVIEDO-GRANADOS,

Plaintiff,

v.

TOM SPANGLER, in his Individual and Official Capacity as Sheriff of Knox County, Tennessee; GLENN JACOBS, in his official capacity as Mayor of Knox County; KNOX COUNTY, TENNESSEE, by and through the Knox County Sheriff's Office.

Defendants.

Case No. \_\_\_\_\_

Jury Demand

CLASS ACTION

“I will continue to enforce these federal immigration violations with or without the help of [ICE]. If need be, I will stack these violators like cordwood in the Knox County Jail until the appropriate federal agency responds.” -*Knox County Sheriff Jimmy Jones.*<sup>1</sup>

**COMPLAINT**

1. Maira Oviedo-Granados, (“Plaintiff” or “Ms. Oviedo”), brings this action for compensatory and punitive damages under 42 U.S.C. § 1983 and state civil rights law against Defendants Tom Spangler, in his individual capacity and his official capacity as Sheriff of Knox County, Tennessee (“Spangler”); Glenn Jacobs, in his official capacity as Mayor of Knox County, and Knox County, Tennessee (“Jacobs”); and against Knox County, Tennessee.
2. This case arises out of Ms. Oviedo’s unlawful and racially discriminatory seizure, arrest, interrogation, detention, and recommendation for prosecution by Defendant KCSO personnel pursuant to the unlawful and unconstitutional municipal policies, practices, and customs enforced by Defendant Spangler and his subordinates.

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<sup>1</sup> <https://takingnote.blogs.nytimes.com/2013/08/22/comparing-immigrants-with-cordwood/>

3. Pursuant to these well-established and long-standing municipal policies, practices, and customs, acting under the guise of unlawful and invalid agreements to enforce federal immigration laws — the so-called “287(g) Agreements”, *see* 8 U.S.C. 1357(g)(1) — and imprison federally detained immigrants for profit — the so-called “Inter-Governmental Services Agreement” (IGSA) — KCSO officials and Defendant Spangler violated Plaintiff’s clearly established Fourth, Fifth, Tenth, and Fourteenth Amendment rights to be free from racially discriminatory law enforcement and unreasonable search, seizure, arrest, detention, and prosecution.
4. As a result of these violations Ms. Oviedo, who called the police for protection from her domestic abuser during a violent attack and was subsequently arrested by KCSO officers, was then subjected to federal immigration law enforcement in violation of the Supremacy Clause and her clearly established rights, and then spirited away from Knox County and imprisoned for profit while separated from her children from November 7, 2020, through early January 2021, thereby suffering pecuniary damages and severe and ongoing trauma and emotional distress.
5. As a result, she seeks compensatory damages of no less than \$2,500,000.00 and punitive damages in an amount to be determined at law.
6. The injuries and civil rights violations inflicted on Ms. Oviedo are typical of those inflicted on the more than a thousand people by Defendants detained under their illicit immigration enforcement program.

## **PARTIES**

7. Plaintiff is resident of Knox County, Tennessee, who pays state and local taxes. She has a government-issued social security number and work permit in connection with her

pending immigration proceeding seeking asylum based on domestic abuse and gender-based violence. Before her detention, she had owned and operated a legally licensed cleaning business.

8. Sheriff Spangler is the duly elected Sheriff of Knox County, elected in 2018. Among other duties, under Tennessee Code Annotated section 8-8-201(3) Sheriff Spangler has authority to “[t]ake charge and custody of the jail . . . and of the prisoners therein[,]” and to “receive those lawfully committed, and keep them personally . . . until discharged by law.”
9. Glenn Jacobs is the duly elected Mayor of Knox County.
10. Knox County is a municipal entity in the state of Tennessee, organized under the Knox County Charter. Under Tennessee Code Annotated section 8-8-302, any person injured by the actions of a deputy appointed by the Sheriff can bring suit against the county in which that Sheriff serves.
11. At all relevant times Defendants have acted under color of state law.

#### ***JURISDICTION AND VENUE***

12. Jurisdiction is conveyed upon this court by Tenn. Code Ann. § 16-10-101.
13. Venue is proper under § 20-4-101 as the events took place in this county and both parties reside in this county.

#### ***FACTUAL ALLEGATIONS***

**A. Defendants arrested Plaintiff after she called 911 to protect herself and three children from a domestic assault by her armed domestic partner.**

14. In 2014, Plaintiff came to the United States seeking asylum from gender-based violence in her native Honduras.
15. Plaintiff has a pending asylum claim.



16. Until the Fall of 2020, Plaintiff lived with her three children in Knox County.
17. Plaintiff also lived with her then-partner who is an English-speaking American citizen, and the father of her youngest child.
18. Plaintiff and her partner had bought their house jointly, but it was titled only in his name.
19. Plaintiff's domestic partner serially and violently abused Plaintiff physically, emotionally, and sexually.
20. On or about October 31, 2020, Plaintiff's partner forcibly removed her clothing and raped her, leaving heavy bruises on her thighs.
21. Early in the morning on November 7, 2020, Plaintiff's partner went to the house of Plaintiff's male friend. Suspecting that the Plaintiff was having an affair, he assaulted the friend, threatening to shoot him and inflicting serious injuries.
22. Despite the brutality of the assault and the severe injuries inflicted, no one called the police because Plaintiff's partner is an American citizen, and all other victims knew that encounters with KCSO or Knoxville law enforcement would lead to potential immigration enforcement.
23. The Plaintiff was at home with her three children during this time.
24. Her friend's family member called the Plaintiff, describing the attack and warning her that Plaintiff's domestic abuser was coming back home.
25. Once home, Plaintiff's partner, now armed with two pistols, assaulted her. She broke free of his grasp and shut herself in her bedroom with her children to call 911.
26. The 911 operator and translator knew that the domestic partner was abusive to Plaintiff, was armed, had just committed a violent assault against another man, had assaulted Plaintiff, and could hear him yelling in the background.

27. The 911 operator assured Plaintiff that KCSO officers would soon be there to help her.
28. Around 2:30 AM, KCSO officers arrived at the Plaintiff's house.
29. The officers saw the bruises on the Defendant's thighs from the October 31 sexual assault and noted them on their arrest report.
30. No officers spoke Spanish or endeavored to secure translation services via telephone.
31. Although the operator and translator were both waiting on an open line to facilitate communication between the Plaintiff and the officers, the officers did not use the translator.
32. Plaintiff stands four feet, ten inches tall.
33. The KCSO officers arrested the Plaintiff for simple assault on her partner and took her into custody pursuant to Defendants' unconstitutional and racially discriminatory policies, patterns, and practices of subjecting non-English speakers of color to disparate treatment, often leading to arrest, detention, and deportation, through the Defendants' unlawful 287(g) Agreement and ICE IGSA.
34. Plaintiff's records pertaining to Plaintiff's November 7, 2020 arrest and criminal detention were obtained on October 21, 2021 by a section 10-7-503 Tennessee Public Records Act request to Defendant Sheriff Spangler. *See Exhibit 2: KCS Detention Records.*
35. Sheriff Spangler's record custodian represented these records as containing all responsive records in possession of Defendant Sheriff Spangler.
36. Tenn. Code Ann. § 36-3-619 sets out the factors to be considered by a police officer when confronted with two persons accusing each other of domestic assault, including

severity of injuries, whether one party acted in self-defense, and a history of domestic abuse.

37. Pursuant to Defendants' unlawful and longstanding municipal policies, practices, and procedures Defendants failed to adequately train and supervise officers in the probable cause factors of section 36-3-619 or in how to communicate with a Spanish-speaking only victim.

**B. Without an immigration interview or ICE immigration warrant, Defendants detained Plaintiff even after a judge ordered her release.**

38. After her arrest, KCSO officers transported Plaintiff to the Roger D. Wilson Detention Facility at 5001 Maloneyville Road, Knoxville, TN 37918.

39. Had KCSO officers arrested Plaintiff for simple assault, as noted on her arrest report, she would have been quickly released from detention under Knox County's COVID-19 detention policy.

40. Plaintiff requested to speak with her attorney Rachel Bonano.

41. Plaintiff's request to speak with her attorney was denied.

42. Instead, KCSO officers charged Plaintiff with domestic assault, thus triggering a mandatory twelve-hour hold.

43. A Knox County General Sessions magistrate ordered that Defendants release Plaintiff from detention after a twelve-hour hold ending at 2:08 PM on November 7, 2020.

44. In violation of the Court's order, Defendants did not release Plaintiff at 2:08 PM on November 7, 2020.

45. Instead, on Defendants' behalf and in accordance with their custom, policy, or practice, during the twelve-hour hold, KCSO Officer Tina Cloninger ("Cloninger") signed an ICE I-247A detainer stating that there was probable cause to believe the Plaintiff was a

removable alien based on evidence gathered from Plaintiff's interrogation and biometric data scan. Exhibit 2, p. 16.

46. Cloninger signed the ICE I-247A claiming to be an ICE designated immigration officer and claiming to have sent the ICE I-247A from the Knoxville ICE office on Prosperity Road.
47. Cloninger is a KCSO officer and was then at the Roger D. Wilson Detention Facility, not the ICE office.
48. Cloninger is not an ICE designated immigration officer because she is not an ICE employee and the Defendants do not have a valid 287(g) agreement or ICE IGSA.
49. Cloninger had not interrogated Plaintiff or conducted a biometric scan.
50. As is Defendant's custom, policy or practice, Cloninger failed to conduct any investigation as required under 8 U.S.C. 1229(e)(2)(A) to determine whether Plaintiff's appearance before the Magistrate Judge was in connection with abuse by a U.S. citizen or permanent resident.
51. Plaintiff had only been asked for her name, date of birth, and country of birth.
52. On information and belief, it is Defendants' custom, policy, or practice to issue I-247A immigration detainers based solely on belief that an accused person in KCSO custody had been born outside of the United States.
53. On information and belief, Cloninger issued an I-247A based solely on her belief that Plaintiff had been born outside of the United States.
54. Acting on the Defendant's behalf, Cloninger initialed a I-286 form stating that ICE had decided to take Plaintiff into custody and acknowledged that she had read the form to the Plaintiff.

55. The I-286 was timestamped 1:25 PM on November 7, 2020. *See* Exhibit 3: I-286.
56. On information and belief, there was no ICE employee present at the KCSO detention center at that time.
57. On information and belief, Cloninger does not speak or read Spanish.
58. On the I-286, Cloninger indicated that Plaintiff had acknowledged receipt of the form, had not requested for an immigration judge to review the I-286 custody determination, and had refused to sign the I-286.
59. Cloninger never read the I-286 form to Plaintiff.
60. The I-286 was never presented to Plaintiff.
61. Plaintiff would have requested review of the custody determination by an immigration judge had she been read the I-286 form.
62. Plaintiff did not refuse to sign the I-286.
63. It is Defendants' custom, policy, or practice to detain suspected undocumented immigrants without having a valid ICE administrative warrant.
64. It is Defendants' custom, policy, or practice to detain suspected undocumented immigrants without presenting them with an I-286 or allowing them to ask for an immigration judge to review their status determination.
65. Neither the Defendants nor ICE issued an administrative warrant authorizing Plaintiff's detention.
66. Neither Plaintiff nor her Attorney have been given a copy of any administrative warrant or an I-213 recording the contents of the supposed immigration interview conducted by Cloninger.

67. Acting on the Defendants' behalf, Cloninger signed an ICE I-216 form that claimed to transfer Plaintiff from KCSO custody at the KCSO detention center and into ICE custody at the KCSO detention center. Exhibit 2, p. 6.
68. This transfer allowed KCSO to illegally profit from federal government payments supporting her continued unlawful imprisonment and separation from her children.
69. The Defendants continued to detain Plaintiff until November 9, 2021, when she was physically transferred out of the KCSO detention center and into ICE's custody at a different facility.
70. By physically transferring Plaintiff into ICE custody, Plaintiff was prevented from attending her arraignment on November 10, 2021.
71. On information and belief, ICE paid Defendants \$83.00 for each day they detained Plaintiff.
72. ICE detained Plaintiff for more than two months in a for-profit Louisiana detention center, away from her children and employment. Plaintiff was released only after payment of a substantial bail of \$5000, paid through a bail bond company at a high rate of interest.
73. When Plaintiff returned to Knox County, she was barred from returning to her house by the terms of her release from Knox County Detention.
74. All charges against Plaintiff were dropped on May 26, 2021, after the prosecuting assistant district attorney learned the facts underlying Plaintiff's arrest and read the 911 telephone transcript.

75. Plaintiff suffered from emotional distress and suffering, including anxiety and depression, after her first arrest for domestic assault and her subsequent arrest and detention for civil immigration violations.

76. On information and belief, Plaintiff would not have been detained by ICE but for her wrongful arrest for simple assault and aborted prosecution for domestic assault.

**C. Clearly established law requires a valid 287(g) agreement in order for Defendants to enforce federal immigration law, and a valid ICE IGSA to hold suspected undocumented immigrants in exchange for ICE payments.**

77. The Immigration and Nationality, 8 U.S.C. § 1101 et seq. (“INA”), establishes a comprehensive federal scheme defining the conditions under which immigrants to the United States may be removed from the country.

78. It is not a crime for a removable alien to be present in the United States. Accordingly, removal proceedings are a civil matter, not criminal.

79. ICE is a sub-agency of the U.S. Department of Homeland Security.

80. Among other responsibilities, ICE has the authority to perform pre-custody law enforcement functions prior to taking custody of an individual as set forth in INA section 287(a), such as interrogating and investigating suspected undocumented immigrants.

81. Under INA section 287(g), if consistent with state and local law, ICE can enter into in a written 287(g) agreement with state, local, or private entities that authorizes non-federal officials to perform pre-custodial immigration functions.

82. ICE also has the authority to perform certain post-custody functions, including detaining immigrants for civil immigration violations that subject them to removal and holding individuals during the “removal period” from the date of a removal order to the date of

actual deportation. These detainees are not charged with a crime but are civil “administrative detainees” of ICE.

83. ICE detains hundreds of thousands of people each year, holding many for prolonged periods of time.
84. ICE enters into written contracts known as IGSA's with states, localities, or private facilities to house administrative detainees in exchange for payment.
85. By default, state and county local law enforcement agencies (“LEAs”) and entities like the Defendants lack the legal authority to independently enforce federal immigration law. *See Lopez-Aguilar v. Marion Cty. Sheriff's Dep't*, 296 F. Supp. 3d 959, 977 (S.D. Ind. 2017) (“Only when acting under color of federal authority, that is, as directed, supervised, trained, certified, and authorized by the federal government, may state officers effect constitutionally reasonable seizures for civil immigration violations.”); 8 CFR § 287.8(b) (restricting ability to conduct immigration interrogation to immigration officers only); 8 CFR § 287.8(c) (restricting ability to arrest an immigration suspect to immigration officers only).
86. Under Tennessee Code Annotated section 40-7-103, a law enforcement officer cannot execute a warrantless arrest based on suspicion of a civil immigration violation.
87. Under Tennessee Code Annotated section 40-7-106, an arresting officer must present a warrant to the arrestee at the time of arrest.
88. A valid 287(g) agreement is the only legal avenue permitting an LEA to independently enforce federal immigration law without direct ICE oversight. A valid 287(g) agreement permits a properly trained LEA officer to act as a federal immigration officer by detaining and interrogating suspected undocumented immigrants, investigating suspected



immigration violations, and performing the administrative tasks required for a constitutionally-sufficient immigration detention. *Renteria-Villegas v. Metro. Gov't of Nashville & Davidson Cty.*, 382 S.W. 3d 318, 321 (Tenn. 2012); *see Abriq v. Hall*, 295 F. Supp. 3d 874, 880 (M.D. Tenn. 2018) (quoting 8 U.S.C. § 1357(g)(1)).

89. Defendants do not have a valid 287(g) agreement or ICE IGSA and therefore cannot legally enforce federal immigration laws or profit from detaining suspected undocumented immigrants.

90. Even if Defendants' 287(g) agreement were valid, page six of that agreement requires that Defendants follow ICE policies when attempting to perform ICE duties.

91. Defendants failed to follow ICE policies in detaining Plaintiff.

92. All ICE 247-A detainers require an I-200 ICE immigration warrant or I-205 warrant of removal signed by an authorized ICE immigration officer. ICE Policy 10074-2.

93. It is Defendants' custom, policy, and/or practice to routinely ignore and disregard ICE policies when detaining suspected undocumented immigrants; in the alternative, Defendants have failed to train their employees in following ICE policies and are deliberately indifferent to their employees' failures to follow ICE policies.

**D. *Monell Allegations* – Defendant Knox County's Official Policy, Practice, and Custom of Violating the U.S. Constitution.**

**(i) Federal law, Tennessee state law, and the Knox County Charter require Knox County Commission approval of any 287(g) agreement or ICE IGSA.**

94. 8 U.S.C. § 1357(g)(1) specifies that law enforcement agencies must act in a manner that is "consistent with State and local law" with respect to 287(g) agreements.

95. Under Tennessee Code Annotated section 12-9-104, a political subdivision like Knox County can only enter into a contract if its “governing bod[y]” takes “appropriate action” “by resolution or otherwise pursuant to law.”
96. Tennessee Code Annotated section 50-1-101 requires that a county’s legislative body approve a 287(g) agreement:
- For purposes of enforcing immigration laws, ... the legislative body of a municipality or county, or the chief law enforcement officer of the county upon approval by the governing legislative body, may enter into a written agreement, in accordance with federal law, between the municipality or county and the United States Department of Homeland Security concerning the enforcement of federal immigration laws, detention and removals, and investigations in the municipality or county.
97. Receiving section 50-1-101 approval is a prerequisite for entering into a valid 287(g) agreement in Tennessee. *See Renteria-Villegas v. Metro. Gov't of Nashville & Davidson Cty.*, 382 S.W.3d 318, 322 n.4 (Tenn. 2012)
98. Under section 3.03(M) of the Knox County Charter, the County Mayor has “the sole power and authority to enter into contracts on behalf of Knox County, except as otherwise provided in this Charter. Contracts and purchases on behalf of the County shall be entered into by the Mayor or the Mayor's designee.” The Knox County Mayor’s contracting authority is not unlimited and requires Knox County Commission approval before entering into certain contracts.
99. Under section 2-649, “[a]ny order, agreement, or obligation that is contrary to these policies and procedures is void, and no person shall have any claim or demand whatsoever against the county.”

100. Under section 3.03(M), for “all contracts in an amount greater than \$50,000, or such greater amount as established in advance by the Commission, the Mayor shall obtain the approval of the Commission by resolution prior to execution.” *Id.*

101. Similarly, under section 3.03(E), when a contract is “with various municipalities, other governmental units or public corporations,” such as a federal agency, the Mayor must receive “the authorization of the Commission by resolution.”

102. Section 2-581 requires county commission approval for all contracts or agreements entailing “[t]he acceptance of grants from the United States of America or the state and as required by Tenn. Code Ann. § 5-8-101,” as well as “[p]roposed contracts involving projects or programs not previously approved by the commission.”

**(ii) Defendants unlawfully procured the 287(g) agreement by misrepresenting their legal authority to enter into it.**

103. In August of 2013, ICE denied then Knox County Sheriff Jimmy Jones’ application to enter KCSO into a 287(g) agreement. In response, Sheriff Jones vowed to “I will continue to enforce these federal immigration violations with or without the help of Immigrations and Customs Enforcement. If need be, I will stack these violators like cordwood in the Knox County Jail until the appropriate federal agency responds.”<sup>2</sup>

104. On February 21, 2017, Sheriff Jones again applied to ICE for a 287(g) agreement. Page five of his application incorrectly claims that the Sheriff is the Political Entity supervising the Knox County Sheriff’s Office and that the Political Entity had concurred with the request for ICE support. *See Exhibit 4, Knox County Sheriff’s Needs Assessment.*

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<sup>2</sup> News Sentinel Staff, Defiant Knox sheriff to stack illegal immigrant violators ‘like cordwood’ in jail,” *Knoxville News Sentinel*, August 21, 2013, <http://archive.knoxnews.com/news/crime-courts/defiant-knox-sheriff-to-stack-illegal-immigrant-violators-like-cordwood-in-jail-ep-510512702-355551431.html/>

105. On June 13, 2017, Sheriff Jones signed an ICE 287(g) agreement (“2017 287(g) agreement”). *See* Exhibit 5, 2017 287(g) Agreement.
106. On information and belief, an unknown number of KCSO deputies underwent ICE training in immigration enforcement, and began investigating, interrogating, and detaining suspected undocumented immigrants.
107. Sheriff Spangler has signed two renewals of the 287(g) agreement: the first renewal was signed on May 14, 2019 (“2019 287(g) renewal”), and the second renewal was signed on May 8, 2020 (“2020 287(g) renewal”).
108. The 2020 287(g) renewal extended the 287(g) indefinitely until cancelled by KCSO or ICE. The 2019 287(g) agreement and the 2020 287(g) renewal are public records in the Defendant’s possession.
109. None of these 287(g) agreements have received approval by resolution from the Knox County Commission as required by law.
110. None of these 287(g) agreements were signed with the approval of the Knox County Mayor as required by law.
- (iii) Defendants have signed at least four unauthorized IGSAs with ICE without Knox County Commission approval.**
111. In 2013, Sheriff Jones signed a US Marshals Service IGSA, Contract No. 74-13-0015 (“2013 IGSA”), agreeing to house prisoners of the United States Marshals Service in KCSO’s detention facilities in exchange for a daily fee. ICE is listed as an authorized party capable of also using the agreement to house detainees.
112. In June 2018, Sheriff Jones signed a two-page IGSA directly with ICE (“June 2018 IGSA”). The offeror listed on the IGSA is Knox County. This IGSA was listed as part of Contract No. 74-13-0015. *See* Exhibit 6, Knox County IGSA.

113. All subsequent agreements appear to be under Contract No. 74-13-0015.
114. On November 19, 2018, Mayor Glenn Jacobs signed a two-page IGSA with ICE (“November 2018 IGSA”). The offeror listed on the IGSA is Knox County. *See* Exhibit 6, Knox County IGSA.
115. On October 1, 2019, Mayor Glenn Jacobs signed a thirteen-page IGSA with the United States Marshal’s Service; this IGSA was nearly identical in form and content to the 2013 IGSA and includes ICE as an “Other Authorized User Agency.” (“2019 IGSA”). The 2019 IGSA is stamped as having been approved by the Knox County Law Director’s Office. *See* Exhibit 6, Knox County IGSA.
116. None of these ICE IGSA received approval by resolution from the Knox County Commission as required by state and local law.
117. The ICE IGSA signed by Sheriff Jones were not signed with the permission and approval of the Knox County Mayor as required by state and local law.
- (iv) Since at least August 2018, Defendants have unlawfully enforced federal immigration law and falsely imprisoned thousands of suspected noncitizens without legal authority under the guise of their invalid 287(g) and ICE IGSA.**
118. Since the implementation of the Defendants’ illegal 287(g) program, it is Defendants’ practice to detain suspected undocumented immigrants for pretextual reasons, such as arresting victims of domestic violence committed by a United States citizen or minor non-violent criminal charges such as driving without a license, charges for which defendants would not have previously been detained.
119. After being taken into custody, KCSO deputies—the Defendants’ agents—investigate and interrogate suspected undocumented immigrants about their immigration status. The Defendants continue to detain these suspected undocumented immigrants as

- administrative detainees of ICE even after resolution of the original criminal charges initiating the detention.
120. These civilly detained people are later physically transported by ICE to an ICE detention facility.
121. Since at least August of 2018, the Defendants' policy has been to have KCSO deputies illegally act as federal immigration officers by investigating, interrogating, and detaining suspected undocumented immigrants and housing administrative detainees in KCSO's detention facilities. KCSO has housed administrative detainees in its detention facilities in exchange for a daily fee paid by ICE.
122. Under the pretense of having a valid 287(g) agreement, Defendants have interrogated and detained thousands of suspected undocumented immigrants. *See Exhibit 7, KCSO-ICE Detention Statistics 2017-2021* (attached).
123. In addition, Defendants engaged in an unlawful policy, practice, and custom of issuing their own ICE I-247A detainers for any criminal detainee who reports having been born outside of the United States.
124. Defendants engaged in an unlawful policy, practice, and custom of detaining suspected undocumented immigrants without valid I-286 custody determinations or ICE administrative warrants.
125. Defendants engaged in an unlawful policy, practice, and custom of civilly detaining suspected undocumented immigrants without conducting an immigration interview or biometric scan.

126. These illegal investigations, interrogations, and detentions form part of an ongoing custom, policy, and practice of Defendants to take custody of suspected undocumented immigrants illegally for ICE in return for payments.

127. It is the policy and custom of the Defendants that KCSO officers routinely act as immigration officers by enforcing federal immigration law, including by interrogating and detaining suspected undocumented immigrants and by signing ICE I-247A, I-286, and I-216 forms, falsely representing on these forms that KCSO officers are legitimate immigration officers.

128. The Defendants' illegal 287(g) program has required expending public taxpayer funds on the detention of those individuals and expenses for food, medical care, and staffing and administration costs.

**(iv) ICE has paid Defendants at least \$165,570.00 under the IGSA's in exchange for illicit detention of suspected undocumented immigrants since at least 2018.**

129. In total, between June of 2018 until July of 2020, Defendants have billed detention invoices to ICE for approximately \$143,549.00. ICE has paid Defendants at least \$165,570.00 over that same period. *See* Exhibit 8, ICE payment orders (\$94,952.00 on May 15, 2020; \$60,568.00 on June 11, 2019; \$10,050.00 on June 28, 2018). The Defendants' ICE payments are public records and are in the Defendants' possession.

130. The Defendants continue to bill ICE for every day they detain a suspected undocumented immigrant.

131. Despite exceeding the \$50,000.00 limits set by Knox County Charter section 3.03(M) and meeting the requirements for sections 3.03(E) and 2-581, the 287(g) agreement and ICE IGSA's have not received approval from the Knox County Commission.

**E. Supervisor & Individual Liability Allegations: Defendants, Sheriff Spangler, and Knox County have denied the existence of a valid IGSA with ICE.**

132. In the recent Knox County Chancery Court case *Meghan Conley v. Knox County Sheriff*

*Tom Spangler*, Sheriff Spangler repeatedly denied having a valid IGSA with ICE. “It is denied that KCSO has entered into various intergovernmental service agreements (“IGSA”) with ICE and strict proof thereof is demanded” “Respondent’s Answer ¶¶ 6, 28-38, Knox County Chancery Court No. 197897-1, October 2, 2019. *See E. Natural Gas Corp. v. Aluminum Co. of Am.*, 126 F.3d 996, 1002 (7th Cir. 1997) (“[P]rior pleadings . . . are admissible in a civil action as evidentiary admissions.”).

133. Knox County, through its agent Sheriff Spangler, admitted in the same pleading that it does not have a valid IGSA with ICE: “Respondent would show that all requests for IGSA’s referenced IGSA between Knox County and ICE. There are no such documents.” *Id.*

134. The above documents are public records in the possession of the Defendants.

135. Defendants are judicially estopped from claiming to now have a valid ICE IGSA.

**F. Defendants failed to inform the Tennessee governor, lieutenant governor, and speaker of the house of representatives of their 287(g) agreement, as required by Tennessee law.**

136. Effective beginning in 2020, Tennessee Code Annotated section 7-68-105(c) requires that “[w]hen a law enforcement agency enters into” or renews “a memorandum of agreement [concerning the enforcement of federal immigration laws], notice of the agreement must be submitted in writing to the governor, . . . the lieutenant governor, and the office of the speaker of the house of representatives.”



137. In an April 16, 2021 memorandum to the Knox County Commission, the Knox County Law Director claimed that County Commission approval was not required for the 287(g) program, claiming that Defendants had provided notice as required by section 7-68-105(b) on an unspecified date.

138. On April 16, 2021, Defendants had not provided notice as required by section 7-68-105(b).

139. Sheriff Spangler provided section 7-68-105(b) notice to the governor, lieutenant governor, and speaker of the house of representatives by letter dated April 21, 2021.

**G. Defendants know that the 287(g) agreement and ICE IGSA's require and have never received approval by resolution from the Knox County Commission.**

140. 287(g) programs were discussed at Knox County Commission meetings on June 25, 2012, July 23, 2012, August 26, 2013, June 26, 2017, and July 22, 2019.

141. At none of these meetings did the Knox County Commission approve a 287(g) agreement or IGSA between Knox County and ICE.

142. Without the approval of the Knox County Commission, any 287(g) agreements or IGSA's signed by the Knox County Sheriff or Knox County Mayor are void under Tennessee law and the Knox County Charter.

143. Without a valid 287(g) agreement, KCSO cannot enforce federal immigration law.

144. Without a valid ICE IGSA, KCSO cannot independently conduct federal immigration enforcement.

145. Defendants have actual knowledge that the Knox County Commission has never approved the IGSA's or 287(g) agreement.

146. Defendants know that Knox County Commission approval is required for the 287(g) agreement and ICE IGSA's: Defendants regularly present for Knox County Commission

approval federal contracts under which Knox County receives payments from the federal government as compensation for services performed by the Defendants.<sup>3</sup>

147. Defendants, through the Knox County Law Director, have publicly denied that the 287(g) agreement and IGSA's require Knox County Commission approval, claiming that none of the agreements concerned enforcement of federal immigration law.<sup>4</sup>

148. Defendants' unlawful detention of suspected undocumented immigrants inflicts serious and continuing violation of those detainees' civil rights.

149. KCSO knowingly holds ICE administrative detainees even after the criminal charges responsible for their initial detention have been resolved.

150. By holding administrative detainees without probable cause of committing a crime, KCSO routinely and purposefully violates those detainees' Fourth Amendment rights against unlawful seizure, arrest, and detention, their Fifth and Fourteenth Amendment rights to due process of law and equal protection, and their Tenth Amendment rights to be free from unlawful state enforcement of federal laws reserved by the Supremacy Clause to the federal government.

151. By transferring suspected undocumented immigrants into ICE's custody, KCSO places the health of those detainees at an extreme risk. ICE detainees suffer from COVID-19

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<sup>3</sup> See, e.g., Knox Cty. Com. R-20-2-303, Reg. Sess. (Tn. Feb. 24, 2020) (IN RE: CONSIDERATION OF A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE APPROVING A MEMORANDUM OF UNDERSTANDING AND OBLIGATION DOCUMENT WITH THE UNITED STATES MARSHALS SERVICE FOR THE REIMBURSEMENT OF OVERTIME EXPENSES INCURRED BY THE KNOX COUNTY SHERIFF'S OFFICE IN ASSISTING THE VIOLENT OFFENDER TASK FORCE WITH REIMBURSEMENT OF UP TO \$6,250.00 IN OVERTIME EXPENSES FOR THE PERIOD OF OCTOBER 1, 2019 TO SEPTEMBER 30, 2020 UNDER THE OBLIGATION DOCUMENT).

<sup>4</sup> Jesse Fox Mayshark, Compass Knox, and Tyler Whetstone, *County's 287(g) program tears families apart. And it might be illegal*. Knoxville News Sentinel Published 12:01 AM EDT Apr. 1, 2021 Updated 1:29 PM EDT Jun. 10, 2021 ("What we agreed to do, we do not believe that to be immigration enforcement because we do not go out into the community at all . . . Only if they're brought to a jail do our people get involved.").

infection at rates a degree of magnitude greater than those of the general population. ICE has also engaged in the unnecessary and involuntary sterilization of its detainees.

152. The fact that the Defendants are implementing an unconstitutional policy and practice necessarily constitutes actionable harm.

153. Absent declaratory and injunctive relief, this custom, police, or practice will continue.

**H. Defendants knew that under clearly established law, enforcing federal immigration law without a valid 287(g) agreement violated the Fourth Amendment rights of suspected undocumented immigrants.**

154. Under clearly established federal law, local law enforcement violates the Fourth Amendment when enforcing federal immigration law without a valid 287(g) agreement. *Arizona v. United States*, 567 U.S. 387, 408 (2012) (noting the “limited circumstances in which state officers may perform the functions of an immigration officer, such as “when the Attorney General has granted that authority to specific officers in a formal [287(g)] agreement with a state or local government.”)

155. On April 28, 2021, a community legal group sent Defendants a signed letter explaining that Knox County's 287(g) agreement was invalid for having not been approved by the Knox County Commission and that illegally enforcing federal immigration law exposed the Defendants to immense civil liability.

156. Signatories to the letter included over a dozen Tennessee law professors, a former Tennessee Supreme Court justice, multiple former judicial clerks for the Tennessee Supreme Court, and numerous legal practitioners and law students.

**I. Defendants violated Plaintiff's constitutional rights by attempting to illegally enforce immigration law and subjecting her to a subsequent unlawful detention without probable cause.**

157. Because Defendants do not have a valid 287(g) agreement, Defendant's agents, the officers of KCSO, cannot act as ICE agents and enforce federal immigration law by detaining or interrogating suspected undocumented immigrants or investigating suspected immigration violations.
158. Defendant's refusal to release Plaintiff from detention after 2:08 PM November 7, 2020, as ordered by a Knox County Magistrate, constituted a second, separate seizure under the Fourth Amendment.
159. Probable cause for a civil immigration detention can only be determined by an ICE officer or a local law enforcement officer acting under a valid 287(g) agreement.
160. By detaining Plaintiff, a victim of domestic violence, the Defendants violated ICE policy Number 10076.1 barring enforcement actions against the victims or witnesses of domestic assault absent special circumstances or aggravating factors.
161. Defendants also violated the certification requirements of 8 U.S.C. 1229(e)(2)(A) as part of their longstanding municipal policy, practice and custom of failing to comply with the investigation and certification requirements of that statute when impersonating immigration officers.
162. Defendants lacked probable cause to detain Plaintiff because the probable cause determination was not made by an ICE officer or local law enforcement officer acting under a valid 287(g) agreement.
163. Defendants lacked probable cause to detain Plaintiff because the probable cause determination was impermissibly made based only on Plaintiff having been born in Honduras.

164. Because the Plaintiff's I-247A, I-286, and I-216 forms were signed by a KCSO officer lacking the authority to enforce federal immigration law, those forms did not provide the authority to detain Plaintiff or transfer Plaintiff to ICE custody.

165. Defendants lacked authority to detain Plaintiff by failing to provide at the time of her second detention any I-286 or ICE administrative warrant, falsely representing that she had decided not exercise her right to have her custody determination reviewed by an immigration judge, and by falsely claiming that she had refused to sign the I-286.

166. By detaining Plaintiff without probable cause, 287(g) authority or a valid ICE IGSA, Defendants violated Plaintiff's Fourth Amendment rights.

167. By making it their policy, custom, or practice to systematically detain non-white persons born outside of the United States without probable cause, valid 287(g) authority or a valid ICE IGSA, Defendants engaged in a prolonged campaign of civil rights violations in exchange for ICE detention payments.

**J. Defendants fraudulently concealed evidence of their illegal enforcement of federal immigration law until a court ordered disclosure of their 287(g) records.**

168. In the recent Knox County Chancery Court case, *Meghan Conley v. Knox County Sheriff Tom Spangler*, Defendants were sued under Tennessee's public records law for their years-long pattern and practice of denying public access to records related to their 287(g) program. Knox County Chancery Court No. 197897-1. The Chancery Court's final order, entered on November 23, 2020, barred Defendants from continuing their practice of using specious reasons to bar public access to 287(g) records. The final order is a public record in the Defendants' possession.

169. Until entry of the Chancery Court's order, Defendants had refused to disclose public records documenting their illegal 287(g) program, including the ICE detention and transfer forms (I-216, I-247A, and I-286), unlawfully signed by KCSO officers incorrectly claiming to be ICE officers, used to detain suspected undocumented immigrants.
170. Defendants routinely denied citizens access to these public records and also routinely failed to turn over these records to detainee's attorneys.
171. Without accessing these records, it was impossible to determine whether the Defendants were illegally enforcing federal immigration law or whether all immigration investigation and detention decisions were being made by the ICE personnel stationed inside of the Knox County Detention Center.
172. Only once the Chancery Court's order was in place could it be discovered that Defendants had adopted the policy and practice of illegally enforcing federal immigration law in exchange for payments from ICE.
173. Plaintiff's detention records, including her transfer and detention forms, were obtained through a Public Records Act made in October of 2021.
174. Upon information and belief, the Defendants continue to arrest, interrogate, and detain suspected undocumented immigrants in exchange for a daily detention fee from ICE.
175. The Defendants have publicly contended that they retain authority to arrest and detain suspected undocumented immigrants and intend to continue doing so into the future.
176. Accordingly, regardless of whether the Defendants currently detain suspected undocumented immigrants in exchange for a daily detention fee from ICE or the number of such detainees, the Defendants intend to continue this practice in the future.

**K. Defendants have a policy, practice, or custom of arresting non-white persons or persons of Hispanic ethnicity as a pretext in order to receive payments from ICE for their illegal immigration detention.**

177. On information and belief, Defendants arrested Plaintiff as a pretext for subjecting her to an unlawful detention for civil immigration violations and receiving payment from ICE.

178. On information and belief, since the signing of the 2017 287(g) agreement, Defendants have targeted non-white persons or persons of Hispanic ethnicity for pretextual arrest.

179. On information and belief, since the implementation of the 287(g) agreement, Defendants arrested a significantly greater percentage of non-white persons or persons of Hispanic ethnicity for non-violent moving violations, such as driving without a license or driving with intoxicated; there was no correlating increase in the arrest of white persons for the same crimes or violations.

180. Defendants then gave ICE physical custody of the Plaintiff, preventing her from being arraigned on her criminal charges on November 10, 2021.

181. By preventing resolution of Plaintiff's criminal charges, Defendants caused her to be subjected to a second lengthy detention by ICE in a privately-run Louisiana detention center.

182. On information and belief, it is Defendants' policy, practice, or custom to pretextually arrest non-white persons or persons of Hispanic ethnicity; once those persons make bail or are ordered released, Defendants subject them to a subsequent illegal immigration detention, and then give physical custody to ICE, preventing those persons from being arraigned or otherwise being able to attend their criminal proceedings.

183. On information or belief, Defendants are able to profit by taking the bail money of these persons physically removed from Knox County by ICE and incapable of attending their own criminal proceedings.

### **Class Allegations**

184. The Plaintiff brings this action on behalf of herself and all others who are similarly situated under Federal Rules of Civil Procedure 23(a)(2) and (b)(2).

185. A class action is proper because this action involves questions of law and fact common to the class, the class is so numerous that joinder of all members is impractical, Plaintiffs' claims are typical of the claims of the class, the Plaintiff will fairly and adequately protect the interests of the class, and Defendants have acted on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate with respect to the class as a whole under Rule 23(b)(2).

186. In addition to the Plaintiff, there are numerous other administrative detainees who have been held, who are being held, or who will be held by the Defendants purporting to act as immigration detention contractors for ICE. Each of these administrative detainees is being held in the Defendants' custody under the same unlawful immigration detention services program implemented by the Defendants since June of 2017.

187. In addition, there are numerous other non-white persons and persons of Hispanic ethnicity who have been unlawfully targeted for arrest by the Defendants.

188. The classes are defined as: (1) all civil immigration detainees over whom the Defendants, or their designees, purporting to act as an immigration detention services contractor for the federal government under a 287(g) agreement, have taken custody of or



will take custody of; (2) all non-white persons or persons of Hispanic ethnicity unlawfully targeted for pretextual arrest and detention for crimes that would otherwise not have merited the arrest of a United States citizen; (3) all persons held past their initial criminal detention based solely on suspected civil immigration charges without probable cause of a crime's commission.

## II. The Rule 23(a) Factors Are Satisfied Here

### 189. Rule 23(a)(1) - Numerosity

a. The Proposed Class is so numerous that joinder of all members is impracticable. Many of the Prospective Class Members have already been removed from the United States.

b. Although the Plaintiff does not state with precision the number of individuals in the Proposed Class (the "Proposed Class Members"), that number is easily ascertainable by the Defendants, who have received and will continue to receive per diem payments for each day they house an administrative detainee.

c. Upon information and belief, there are at least 1300 Prospective Class Members. Upon information and belief, the Proposed Class is likely comprised of thousands of individuals.

*See Exhibit 7.*

### 190. Rule 23(a)(2) – Common Questions of Law or Fact

a. As required by Rule 23(a)(2), common questions of law and fact bind the members of the Proposed Class.

b. These include, but are not limited to, the invalidity of the Knox County 287(g) agreement and related ICE IGSA's, whether the Defendants had lawful authority to detain suspected undocumented immigrants and whether those detentions constituted unconstitutional seizures

under the Fourth Amendment, whether Defendants had probable cause to detain suspected undocumented immigrants after their criminal detention ended, whether the Defendants have acted ultra vires by implementing a 287(g) program without a lawful 287(g) agreement.

**191. Rule 23(a)(3) – Typicality**

a. The claims of the named Plaintiff are typical of the claims of the Proposed Class as a whole because she was subject to discriminatory arrest and detained under Defendants’ custom, policy, or practice of maintaining a working 287(g) program without a valid 287(g) agreement.

b. Defendants have unlawfully detained and will continue unlawfully to detain suspected undocumented immigrants absent declaratory and injunctive relief from this Court. Relief for the Plaintiff therefore will also constitute relief for the Proposed Class.

**192. Rule 23(a)(4) Adequacy**

a. The Plaintiff and her counsel will adequately protect the interests of the class.

b. The Plaintiff is unaware of any conflict between her interests and those of the Proposed Class.

c. The members of the Proposed Class are ascertainable and identifiable through notice and discovery. In defending her own rights, the individual Plaintiff will defend the rights of all class members fairly and adequately.

d. Furthermore, the Plaintiff is represented in this case by counsel with extensive knowledge of ICE detention practices and federal immigration law.

**III. The Rule 23(b)(2) Standard is Also Satisfied Here**

193. The Defendants have acted on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole. The Defendants have continued to operate a 287(g) program despite lacking a valid 287(g) agreement. The Plaintiff anticipates that the Defendants will attempt to defend their purported 287(g) program on grounds common to the Proposed Class.

## CAUSES OF ACTION

### COUNT I

#### **Violations of Plaintiff's and Prospective Class Members' Fourth Amendment Rights, Actionable Under 42 U.S.C. § 1983**

194. Plaintiff realleges, restates, and incorporates by reference the allegations made in the preceding paragraphs.
195. Section 1983 provides a private right of action for the violation of a constitutional right by a person acting under color of state law.
196. Defendants are “persons” acting “under color of state law” for purposes of § 1983. Sheriff Spangler has only those duties prescribed to him by state and local law, including the authority to “[t]ake charge and custody of the jail ... and of the prisoners therein[,]” and to “receive those lawfully committed, and keep them personally ... until discharged by law.” Tenn. Code Ann. § 8-8-201(3).
197. Sheriff Spangler, in his role as Sheriff, has made it the official policy, practice, or custom of Knox County to illegally investigate and detain suspected undocumented immigrants.
198. Therefore, at all relevant times, Sheriff Spangler was acting – and continues to act – under color of state law by virtue of his official position as the Sheriff.

199. Mayor Jacobs, in his role as Knox County Mayor, has also made it the policy of Knox County to profit from illicit civil immigration detention by signing off on invalid ICE IGSA's, sanctioning Sheriff Spangler's illicit detention practices.
200. The Fourth Amendment provides that "[t]he right of the people to be secure in their persons ... against unreasonable seizures, shall not be violated[.]" The Plaintiff holds this Fourth Amendment right to be free from unconstitutional searches and seizures.
201. The Defendants' seizure and detention of the Plaintiff after the expiration of the judicially ordered twelve-hour hold constitutes a separate seizure within the meaning of the Fourth Amendment.
202. A duly authorized 287(g) agreement with ICE is the only means by which the Defendants can independently handle immigration detention functions otherwise reserved to the federal government. Thus, the Defendants only had authority to seize the Plaintiff if a duly authorized contract with ICE allowed them to do so.
203. As explained above, there is no lawfully executed agreement in place between ICE and Defendants. Under Tennessee statutory law and the Knox County Charter, Defendants have no independent power to enter the county into a 287(g) agreement or IGSA with the federal government absent proper authorization. Thus, Defendant's current arrangement with ICE is unlawful, *ultra vires*, and of no legal force. Accordingly, the Defendants had no duly authorized right to seize the Plaintiff for an immigration offense and had no right to continue to detain her.
204. By attempting to illegally enforce federal immigration law, Defendants unlawfully detained Plaintiff in violation of her Fourth Amendment rights.

205. Only a properly authorized immigration officer can conduct immigration interrogations, detain suspected immigration violators on civil immigration charges, issue an I-247 immigration detainer, an I-286, or an I-216 transfer.

206. By implementing and sustaining a 287 (g) program without seeking and receiving the Knox County Commission's approval for the 287(g) agreement, as required by both state and local law, the Defendant made it their policy to illegally enforce federal immigration law and receive detention payments.

207. The Defendants have a custom, policy, and/or practice of illegally exercising the federal immigration law enforcement powers granted by a 287(g) agreement and collecting fees for detaining suspected undocumented migrants under an ICE IGSA without having ever entered into a valid 287(g) Agreement with ICE, without ICE's direct supervision or instruction, and without a valid ICE IGSA. As part of this custom, policy, and/or practice, the Defendants have required and directed KCSO officers to illegally act as immigration officers by investigating, interrogating, and detaining suspected undocumented immigrants.

208. This custom, policy, and/or practice violates Plaintiff's and any prospective class members' Fourth Amendment rights by subjecting them to an immigration detention: (1) without probable cause of a crime being committed; (2) based only on knowledge of their country of birth; (3) without an immigration officer's allegation of probable cause of an immigration violation; (4) by falsely endorsing ICE forms as though KCSO officers were immigration officers; (5) without the direct oversight of ICE or a valid 287(g) agreement; (6) without an ICE warrant.

209. Thousands of other suspected undocumented immigrants have been subjected to the same treatment as Plaintiff, being detained, investigated, and interrogated by Defendants who lack the authority to enforce federal immigration law.

210. A pattern, policy, and custom of the Defendants is the moving force behind the Fourth Amendment violations at issue.

211. Since June of 2017, Defendants have interrogated, investigated, and detained suspected undocumented immigrants yet do not have a valid 287(g) agreement or ICE IGSA.

212. Under Tennessee and local law, the Defendants have no independent authority to contract with ICE to hold suspected undocumented immigrants in return for monetary payments. Sheriff Spangler exercises supervisory responsibility over KCSO and exercises final decision-making authority in directing KCSO to continue to take custody of suspected undocumented immigrants.

213. Sheriff Spangler has also acquiesced in the unlawful seizures of the Plaintiff and other suspected undocumented immigrants during this time frame.

214. The Defendants' unlawful seizure of the Plaintiff is no isolated accident: it is the product of policy or custom of violating the constitutional rights of thousands of suspected undocumented immigrants over the past three years.

## **COUNT II**

### **Violations of Plaintiff's and Prospective Class Members' Fourth, Tenth, and Fourteenth Amendment Rights, Actionable Under 42 U.S.C. § 1983**

215. Plaintiff realleges, restates, and incorporates by reference the allegations made in the preceding paragraphs.

216. Defendants, at the direction and supervision of the Sheriff, have implemented an unconstitutional policy, practice, and custom of enforcing federal immigration law in violation of the Supremacy Clause and Plaintiffs' right under the Tenth Amendment to the US Constitution by:

- a. arresting and detaining suspected noncitizens based on their English proficiency and racial presentation in violation of the Fourteenth Amendment's equal protection clause and the Fourth Amendment; and
- b. arresting and detaining suspected noncitizens in violation of their clearly established due process rights under the Fourteenth Amendment and the Fourth Amendment.

217. Defendants' unconstitutional policies were the moving forces that caused the violation of Plaintiff's constitutional rights and those of Prospective Class Members.

218. As a result of Defendants' violations, Plaintiff suffered damages, including, but not limited to emotional distress, pain and suffering, lost wages, humiliation, embarrassment, attorney's fees.

219. Defendants have a policy, custom and/or practice of issuing I-247A detainers for non-white persons born outside of the United States without verifying their actual immigration status.

**COUNT III**  
**Violations of Plaintiff's and Prospective Class Members' Fourth Amendment Rights,**  
**Actionable Under 42 U.S.C. § 1983.**

220. Plaintiff realleges, restates, and incorporates by reference the allegations made in the preceding paragraphs.

221. Defendants have made it their policy, custom, and/or practice to detain suspected undocumented immigrants after resolution of their initial criminal seizure without probable cause of a crime's commission.

222. An I-247A does not provide probable cause of a crime's commission.

223. Seizures and arrests lacking probable cause of a crime's commission violate the Fourth Amendment protection against unreasonable search and seizure.

**COUNT IV**  
**Violation of Plaintiff's Fourth Amendment Rights, Actionable Under 42. U.S.C. §1983.**

224. Plaintiff realleges, restates, and incorporates by reference the allegations made in the preceding paragraphs.

225. Plaintiff was subjected to improper criminal arrest based on the Defendants' failure to properly train officers in how to analyze the probable cause for domestic assault arrest factors in section Tenn. Code Ann. § 36-3-619 and the Defendant's failure to train officers in communicating with non-English speaking persons.

**COUNT V**  
**Violation of 42 U.S.C. § 1981 Actionable Under 42. U.S.C. §1983**

226. Plaintiff realleges, restates, and incorporates by reference the allegations made in the preceding paragraphs.

227. Section 1981 requires that "[a]ll persons within the jurisdiction of the United States shall have . . . the full and equal benefit of all laws and proceedings . . . as is enjoyed by white citizens." 42 U.S.C. § 1981.

228. Plaintiff, a Spanish-speaking Latina, was arrested after calling the Defendants to protect her from an ongoing domestic assault from her armed domestic partner.



229.Despite showing officers injuries inflicted by her domestic partner, she was arrested, detained on criminal charges, subjected to an illegal immigration interrogation, and then illegally detained.

230.Plaintiff's arrest and illegal civil immigration detention were a direct result of Defendant's policy and practice or deliberate indifference to their employees targeting non-white persons and people of Latinx ethnicity for pretextual arrests, such as for non-violent moving violations like driving without a license or, as here, arresting the victims of domestic violence. Defendants encouraged these pretextual arrests as a means to illegally interrogate people of Latinx ethnicity about their immigration status and earn money by illegally detaining them on behalf of ICE.

231.A properly authorized and implemented 287(g) agreement carefully implemented by trained officers can ensure the even enforcement of immigration law without regard for race or ethnicity. The Defendants' policy and practice of indiscriminately arresting non-white persons in exchange for detention fees makes a mockery of federal law enforcement and amounts to little more than racialized bounty hunting.

232.Carefully enforcing federal immigration law ensures that immigration proceedings, including removal and asylum proceedings, remain untainted by racial and ethnic bias. By illegally enforcing federal immigration law and failing to follow critical ICE enforcement policies, the Defendants undermine the integrity of the immigration system by routinely committing procedural blunders capable of permanently terminating removal proceedings.

**COUNT VI**  
**Violations of State and Federal Rights Actionable under Tenn. Code Ann. § 4-2-311**

233. Plaintiff re-alleges, restates, and incorporates by reference the allegations made in the preceding paragraphs as if set forth fully herein.

234. The allegations made above all constitute violations of Plaintiff's parallel rights under Tennessee law.

235. These violations of federal and Tennessee law and constitutional rights are also actionable under Tennessee Code Annotated section 4-2-311 of the Tennessee Human Rights Act.

**COUNT VII**  
**False Imprisonment**

236. Plaintiff re-alleges, restates, and incorporates by reference the allegations made in the preceding paragraphs as if set forth fully herein.

237. By subjecting Plaintiff to an unlawful immigration detention against her will and past the expiration of the Knox County magistrate's twelve hour hold at 2:08 on November 7, 2020, Defendants falsely imprisoned Plaintiff.

238. Because Defendants knew that they could not enforce federal immigration law without a valid 287(g) agreement, Defendants acted intentionally and knowingly by falsely imprisoning Plaintiff.

239. Because Defendants knew that, even if a valid 287(g) agreement existed, enforcing federal immigration law required them to follow ICE policy, Defendants acted intentionally and knowingly by falsely imprisoning Plaintiff.

240. Because Defendants detained Plaintiff without a warrant, Defendants acted intentionally and knowingly by falsely imprisoning Plaintiff.

241. Similarly, each time that the Defendants have taken physical custody of a suspected undocumented immigrant under a non-existent 287(g) agreement and ICE IGSA, Defendants have intentionally detained that suspected undocumented immigrant against his or her will and have done so without lawful authority under federal law, Tennessee law, and the Knox County Charter.

242. Tennessee Code Annotated section 40-7-103 does not allow an officer to make an arrest or seizure based only on a report of a civil immigration violation.

243. For these reasons, the Defendants have falsely imprisoned the Plaintiff and all similarly situated detainees that they have detained under an invalid 287(g) agreement and ICE IGSA.

244. To the extent that the Defendants detain any administrative detainees under a purported immigration detention services agreement with the federal government going forward, those administrative detainees will also be falsely imprisoned by the Defendants.

**COUNT VIII**  
**Unjust Enrichment**

245. Plaintiff re-alleges, restates, and incorporates by reference the allegations made in the preceding paragraphs as if set forth fully herein.

246. Under the terms of the 287(g) agreement and the ICE IGSA, the Defendants took custody of suspected immigration violators with the understanding that the Defendants would receive a fixed per diem payment for holding these detainees.

247. These transactions benefited the Defendants financially, because the Defendants were able to profit from the per diem rate of the ICE IGSA.

248. Each immigration detainee therefore conferred a benefit on the Defendants.

249. The Defendants' 287(g) application misled ICE by claiming that the Knox County Sheriff could approve the 287(g) agreement without the approval of the Knox County Commission. The Defendants have continued to house immigration detainees, continued to receive payments for housing those detainees, and continued to profit from their so-called "participation" in the federal government's immigration detention program.
250. Each time that the Defendants have received a payment from ICE for housing a suspected immigration violator under the purported 287(g) agreement and ICE IGSA, the detained suspected undocumented immigrant has conferred a benefit on the Defendants. This holds true with respect to the Plaintiff and other Proposed Class Members.
251. The Plaintiff and Class Members seek equitable relief for the Defendants' unjust enrichment. They seek a declaration that the Defendants have unjustly enriched themselves, an injunction against future unjust enrichment under the same unlawful detention program, and the creation of a constructive trust (under the cy pres doctrine or otherwise) consisting of all payments unlawfully obtained by the Defendants for detaining Proposed Class Members.

### **Count IX**

#### **Declaratory Judgment and Injunction Against Ultra Vires Actions by the Defendants**

252. Plaintiff re-alleges, restates, and incorporates by reference the allegations made the preceding paragraphs as if set forth fully herein.
253. As explained, because the Knox County Commission never voted to approve the 287(g) agreement or ICE IGSA's and the Defendants did not provide the notice required by section 7, under Tennessee law and the Knox County Charter, the Defendants cannot

enforce federal immigration law, detain suspected undocumented immigrants, or receive payments from ICE for those detentions.

254. The Defendants nevertheless continued to participate in the federal immigration detention program in violation of Tennessee law and the Knox County Charter.

255. To the extent that the Defendants purport to rely upon another contract, express or implied, with the federal government, that contract is void or voidable because it does not comply with the requirements of Tennessee law, the Knox County Charter, and other local laws, codes, policies, and rules governing the Defendants' ability to contract with the federal government to house administrative detainees.

256. The Defendants' actions are therefore ultra vires.

257. The Plaintiff still lives in this jurisdiction, continuing to pay Tennessee and local taxes.

258. The continued implementation of the immigration detention program will impact the Plaintiff's tax payments, as it affects the allocation of resources by the Defendants; the Defendants require tax revenue from Knox County taxpayers to support their unlawful immigration detention program.

259. Regardless of the impact of the immigration detention program on the Plaintiff's taxes, the Plaintiff has a special interest in declaratory relief and an injunction, over and above the interests of other members of the Knox County community. The Plaintiff has already suffered a special injury from the ultra vires acts of the Defendants, who have seized and detained her unlawfully, and who have taken physical custody of her without adequate contractual protections as described above.

260. There is a reasonable possibility that the Plaintiff could be seized and detained by the Defendants again without lawful authority. The continuance of the immigration detention program by the Defendants therefore specially injures her for that reason as well.

**PRAYER FOR RELIEF**

WHEREFORE, respectfully request that the Court:

- a. That service of process be had upon Defendants and that Defendants be required to appear and answer this complaint within the time prescribed by law;
- b. Declare that the Defendants' actions have violated Tennessee law in multiple respects, including, but not limited to, making a declaration that the defendants have had no lawful authority enforce federal immigration law in return for monetary payments from the federal government, that the Defendants have unjustly enriched themselves through those payments, and that the Defendants' actions are *ultra vires*;
- c. Declare that the Defendants' actions are unconstitutional under the Fourth, Tenth, and Fourteenth Amendments to the United States Constitution;
- d. Award Plaintiff and Prospective Class Members nominal, compensatory, and punitive damages for the deprivation of their constitutional rights;
- e. Award Plaintiff litigation expenses, costs of suit, and reasonable attorney's fees as provided by law, including but not limited to, pursuant to 42 U.S.C. § 1988; and

f. Grant to Plaintiff such other or further relief as the nature of the case may require or as may be determined to be just, equitable, and proper by this Court.



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COST BOND

I, Rachel Bonano, do hereby acknowledge myself as surety for the cost bond in this case pursuant to Tenn. Code Ann. § 20-12-125.



Rachel Bonano, Esq.



IN THE CIRCUIT COURT FOR  
KNOX COUNTY, TENNESSEE

MAIRA OVIEDO-GRANADOS,

Plaintiff,

v.

TOM SPANGLER, in his Individual  
Capacity as Sheriff of Knox County,  
Tennessee; GLENN JACOBS, in his official  
capacity as Mayor of Knox County; KNOX  
COUNTY, TENNESSEE, by and through  
the Knox County Sheriff's Office.

Defendants.

Case No. \_\_\_\_\_

Jury Demand

SUMMONS

**TO: Tom Spangler,  
c/o Knox County Law Director,  
David L. Buuck, Esq.  
400 Main Street, Suite 612,  
Knoxville, TN 37902**

You are hereby summoned and required to serve upon Rachel Bonano and Andrew Fels, the attorneys for Plaintiff, c/o Law Office of Rachel Bonano, PLLC, 865 Ebenezer Road, Knoxville, TN 37923, an Answer to the *Complaint* attached herewith served upon you within 30 days after service of this Summons and Complaint upon you, exclusive of the day of service. A copy of the Answer must be filed with the court either before or within a reasonable time after service. If you fail to do so, judgment by default can be taken against you for the relief demanded in the Complaint.

ISSUED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Deputy Clerk

Tennessee law provided a ten thousand dollar (\$10,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filled at any time and may be changed by you thereafter, as necessary; however, unless it is filed before judgment becomes final, it will not be effective as to any

execution of garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

**RETURN ON SERVICE OF SUMMONS**

Received this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I hereby certify and return that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served this summons together with the Complaint in the following manner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I failed to serve this summons within 30 days after its issuance because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Process Server/Deputy Sheriff

\_\_\_\_\_  
Name, Address, and Phone Number

IN THE CIRCUIT COURT FOR  
KNOX COUNTY, TENNESSEE

MAIRA OVIEDO-GRANADOS,

Plaintiff,

v.

TOM SPANGLER, in his Individual  
Capacity as Sheriff of Knox County,  
Tennessee; GLENN JACOBS, in his official  
capacity as Mayor of Knox County; KNOX  
COUNTY, TENNESSEE, by and through  
the Knox County Sheriff's Office.

Defendants.

Case No. \_\_\_\_\_

Jury Demand

SUMMONS

**TO: Glenn Jacobs,  
c/o Knox County Law Director,  
David L. Buuck, Esq.  
400 Main Street, Suite 612,  
Knoxville, TN 37902**

You are hereby summoned and required to serve upon Rachel Bonano and Andrew Fels, the attorneys for Plaintiff, c/o Law Office of Rachel Bonano, PLLC, 865 Ebenezer Road, Knoxville, TN 37923, an Answer to the *Complaint* attached herewith served upon you within 30 days after service of this Summons and Complaint upon you, exclusive of the day of service. A copy of the Answer must be filed with the court either before or within a reasonable time after service. If you fail to do so, judgment by default can be taken against you for the relief demanded in the Complaint.

ISSUED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Deputy Clerk

Tennessee law provided a ten thousand dollar (\$10,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filled at any time and may be changed by you thereafter, as necessary; however, unless it is filed before judgment becomes final, it will not be effective as to any

execution of garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

**RETURN ON SERVICE OF SUMMONS**

Received this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I hereby certify and return that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served this summons together with the Complaint in the following manner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I failed to serve this summons within 30 days after its issuance because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Process Server/Deputy Sheriff

\_\_\_\_\_  
Name, Address, and Phone Number

IN THE CIRCUIT COURT FOR  
KNOX COUNTY, TENNESSEE

MAIRA OVIEDO-GRANADOS,

Plaintiff,

v.

TOM SPANGLER, in his Individual  
Capacity as Sheriff of Knox County,  
Tennessee; GLENN JACOBS, in his official  
capacity as Mayor of Knox County; KNOX  
COUNTY, TENNESSEE, by and through  
the Knox County Sheriff's Office.

Defendants.

Case No. \_\_\_\_\_

Jury Demand

SUMMONS

**TO: Knox County,  
c/o Knox County Law Director,  
David L. Buuck, Esq.  
400 Main Street, Suite 612,  
Knoxville, TN 37902**

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\_\_\_\_\_  
Deputy Clerk

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\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Process Server/Deputy Sheriff

\_\_\_\_\_  
Name, Address, and Phone Number

# Exhibit 1: 911 transcript



**C20144350 - C1083A - 1 - DOMESTIC DISTURBANCE - VIOLENT/IN PROGRESS/DV ALARM - PRIORITY 1 - IN PROGRESS VIOLENT  
7162 WINDWHISPER BLVD KNOX**

EVENT INFORMATION - C20144350

11/07/20

**Event Type :** C1083A; **Event ID :** C20144350; **Priority :** 1; **Status :** A; **Source :** ANI/ALI; **DGroup :** CNTY; **Case Numbers :** N20110000472; **Disposition Code :** A,M; **Terminal :** cad-02; **Calltaker ID:** 500663

**AGENCY INFORMATION**

**Agency :** KC; **Priority :** 1; **DGroup :** CNTY; **ESZ :** 200; **Area :** S200; **Added :** 11/07/20 02:08:06; **Dispatched :** 11/07/20 02:15:10; **Arrived :** 11/07/20 02:33:03; **Closed :** 11/07/20 05:10:45; **Close ID :** 500663; **Close Terminal :** cad-41; **Event ID :** C20144350; **Primary Unit :** 113;

**REMARKS**

11/07/20 02:08:06 (cad-02) : ALT# 865-223-2709 -083 834419 +36 083191  
11/07/20 02:08:06 (cad-02) : LANGUAGE LINC  
11/07/20 02:08:06 (cad-02) : CP REQ SPANISH SPEAKING OFCR  
11/07/20 02:08:06 (cad-02) : CP ADV HER SONS FATHER SHOWED UP AT ABV 1020 AND BEAT HER FRIENDS COUSIN UP  
11/07/20 02:08:50 (cad-02) : CP REF 47  
11/07/20 02:09:20 (cad-02) : SUBJ IS THERE RIGHT NOW NAME IS HENRY  
11/07/20 02:09:42 (cad-02) : SUBJ ARMED WITH PISTOLS  
11/07/20 02:09:59 (cad-41) : D3/SUP HOLD  
11/07/20 02:10:05 (cad-02) : UNK IF THEY ARE LOADED  
11/07/20 02:10:12 (cad-02) : SUBJ THREATENING TO SHOOT  
11/07/20 02:10:31 (cad-02) : SUBJ IS INSIDE THE HOUSE  
11/07/20 02:11:05 (cad-02) : CP IS IN A BEDROOM NOT ARMED  
11/07/20 02:11:16 (cad-02) : CP ADV SUBJ IN KITCHEN  
11/07/20 02:11:46 (cad-02) : CP ADV THERE ARE THREE SMALL CHILDREN IN THE HOUSE WATCHING ALL OF THIS  
11/07/20 02:14:56 (cad-02) : I CAN HEAR SUBJ YELLING AT PEOPLE IN THE BACKGROUND  
11/07/20 02:34:53 (cad-02) : CP ADV SUBJ HITS HER ALL THE TIME  
11/07/20 02:36:57 (cad-44) : D3 -- CJ  
11/07/20 02:42:15 (cad-41) : D3 -- CJ  
11/07/20 03:08:05 (cad-44) : D3 -- REQ 1021 FROM FAMILY CRIMES////363-7407  
11/07/20 03:09:43 (cad-44) : U627 ADV  
11/07/20 03:37:51 (cad-40) : X5 ADV

**CALLER INFORMATION**

**Name:** MYRAH  
**Phone:** (865) 223-2709  
**Address:** 4945 WISE SPRINGS RD - E SECTOR KNOXVILLE

**LOCATION INFORMATION**

7162 WINDWHISPER BLVD KNOX

X-STREET 1: DEAD END  
X-STREET 2: ELLISTOWN RD

Location Images:



**SUPPLEMENTAL INFORMATION**



Person 0

Vehicle 0

Property 0

Contact Name 0

Incident Times 0

TRANSCRIPTION OF 911 CALL ON NOVEMBER 7, 2020

1 call 1 on Saturday, November 7, 2020, at  
2 (unintelligible) a.m. with a GMT offset of  
3 negative 300 minutes. Agent I.D. Extension  
4 is 202.

5 THE OPERATOR: Knox County 911.  
6 (Unintelligible).

7 THE OPERATOR: I'm sorry, what did you  
8 say? You need Spanish, okay. Hold on one  
9 second for me, okay?

10 THE INTERPRETER: Thank you for  
11 calling (unintelligible). This is Carlos  
12 (unintelligible). I'll be your Spanish  
13 interpreter today. I'm ready.

14 THE OPERATOR: Can you ask her what  
15 her address is.

16 THE INTERPRETER: 7162 windwhisper  
17 Boulevard.

18 THE OPERATOR: Is that Winchester  
19 Boulevard?

20 THE INTERPRETER: windwhisper.

21 THE OPERATOR: windwhisper Boulevard?

22 THE INTERPRETER: windwhisper  
23 Boulevard.

24 THE OPERATOR: what's her name?

25 THE INTERPRETER: (Unintelligible).

1 THE OPERATOR: Okay, and her phone  
2 number?

3 THE INTERPRETER: 865-223-2709. She  
4 needs police that speak Spanish to explain  
5 what's going on.

6 THE OPERATOR: All right, and what's  
7 going on?

8 THE INTERPRETER: The father of my son  
9 mistreats me, but now I am at a friend's  
10 house and he came here and he kicked my  
11 friend's cousin's ass. They don't want to  
12 call in because he's an illegal, but right  
13 now he's here and my friend's cousin is  
14 really busted.

15 THE OPERATOR: Does he need an  
16 ambulance?

17 THE INTERPRETER: Someone is with him  
18 right now berating him, beating him.

19 THE OPERATOR: So he is being beat  
20 right now?

21 THE INTERPRETER: No. I am in my  
22 house right now and he just got here. He  
23 just got here from beating my friend's  
24 cousin.

25 THE OPERATOR: Is he there right now

1 and what is his name?

2 THE INTERPRETER: Henry  
3 (unintelligible).

4 THE OPERATOR: Is he there right now?

5 THE INTERPRETER: He's there right  
6 now.

7 THE OPERATOR: Is he armed with any  
8 weapons?

9 THE INTERPRETER: Yes, he has two.

10 THE OPERATOR: Two what?

11 THE INTERPRETER: Two pistols.

12 THE OPERATOR: Are they loaded?

13 THE INTERPRETER: I don't know. I  
14 don't see them here, because my friend said  
15 that they told him that they were going to  
16 shoot them.

17 THE OPERATOR: Where is he at right  
18 now? Is he inside? Is he outside?

19 THE INTERPRETER: Inside the house.

20 THE OPERATOR: Where is she at inside  
21 the house?

22 THE INTERPRETER: He's in the kitchen.  
23 I'm in my room.

24 THE OPERATOR: Is she armed?

25 THE INTERPRETER: No, but my kids are

1 here and they're watching everything.

2 THE OPERATOR: How many children and  
3 how old are they?

4 THE INTERPRETER: Thirteen, ten and  
5 five; three.

6 THE OPERATOR: I have to keep you guys  
7 on line or on the phone until the officers  
8 arrive, okay?

9 THE INTERPRETER: Okay.

10 THE OPERATOR: Is he being violent  
11 right now?

12 THE INTERPRETER: He is in the kitchen  
13 and someone else came (unintelligible) to  
14 kind of control him.

15 THE OPERATOR: Just tell her to update  
16 us whenever something happens, and I'll  
17 stay on the phone until an officer gets  
18 there.

19 THE INTERPRETER: Okay, thank you.

20 THE OPERATOR: Where are the children  
21 at in the house?

22 THE INTERPRETER: The three of them  
23 are with me. The five-year-old is  
24 sleeping.

25 THE OPERATOR: Do you mind to just

1 double check on that address? I just want  
2 to make sure we're for sure on that  
3 address.

4 THE INTERPRETER: 7162 Windwhisper  
5 Boulevard.

6 THE OPERATOR: Okay, perfect. That's  
7 where they're going to be headed. Do you  
8 mind to ask her if that's him yelling in  
9 the background?

10 THE INTERPRETER: Yes.

11 THE OPERATOR: Ask her if she is  
12 injured and if she needs an ambulance.

13 THE INTERPRETER: No. Only when he  
14 came, he kind of wanted to grab me like  
15 strongly, so he kind of twisted my hand.

16 THE OPERATOR: Does she need to be  
17 seen by a doctor or an ambulance?

18 THE INTERPRETER: No.

19 This is the interpreter. She's now  
20 talking to a third party. He asked her to  
21 respond to what he has done.

22 THE OPERATOR: All right. I'm still  
23 on here. I just have to wait until the  
24 officers get there. Just let her know that  
25 they are coming.

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THE INTERPRETER: The other person that hit that kid is Ernesto (unintelligible).

THE OPERATOR: Is he also acting out?

THE INTERPRETER: No. He's not here. He's already at his own apartment. I know where he lives, though.

THE OPERATOR: Okay. Just reassure her that they are on their way, okay?

THE INTERPRETER: Thanks.

THE OPERATOR: Can you ask her who that person is that she is speaking to?

THE INTERPRETER: A friend that just came.

THE OPERATOR: Okay.

Call 2, on Saturday, November 7, 2020, at 2:19 a.m. with a GMT offset of negative 300 minutes. Agent I.D. Extension is 202.

THE OPERATOR: Is that man still inside the house?

THE INTERPRETER: Yes.

THE OPERATOR: Still in the kitchen away from her?

THE INTERPRETER: I believe he's in the bathroom.



1 call 3, on Saturday, November 7, 2020,  
2 at 2:21 a.m. with a GMT offset of negative  
3 300 minutes. Agent I.D. Extension is 202.

4 THE OPERATOR: Do you care to ask her  
5 if he is still armed?

6 THE INTERPRETER: I think he is,  
7 because the pistols are not where they  
8 normally are.

9 THE OPERATOR: Just tell her that when  
10 the officers do arrive there, she needs to  
11 stay put in that room along with the  
12 children. I'll be able to tell her when  
13 the officers get there, but just tell her  
14 whenever I do advise, that she does just  
15 stay right there until I tell her otherwise  
16 or unless the officers come get her. It  
17 shouldn't be too much longer.

18 THE INTERPRETER: They are here, I  
19 think.

20 THE OPERATOR: Just let her know she  
21 just needs to stay right there.

22 THE INTERPRETER: Hello?

23 THE OPERATOR: I'm still here.

24 THE INTERPRETER: They're not coming.

25 THE OPERATOR: She said that the

1 police are not coming?

2 THE INTERPRETER: Yes.

3 THE OPERATOR: No, they're on their  
4 way there. It shouldn't be much longer.  
5 She lives in the county, so it takes a  
6 little bit longer to get there. Is he  
7 still in the house?

8 THE INTERPRETER: Yes.

9 (Unintelligible)

10 THE INTERPRETER: He's calling someone  
11 right now. He's calling someone right now,  
12 because he's leaving tomorrow to Honduras  
13 and now he's thinking he's going to get  
14 arrested for what he did. I can hear him  
15 talking.

16 THE OPERATOR: She did say he was here  
17 illegally; right?

18 THE INTERPRETER: No, he's an American  
19 citizen, but the person that he beat up,  
20 that person is an illegal, and he didn't  
21 want to call the police, but he's severely  
22 beaten.

23 THE OPERATOR: Okay. Tell her she  
24 needs to tell the officers that when they  
25 arrive. Where is that guy at right now,

1 the one that was beat up?

2 THE INTERPRETER: In his apartment.

3 THE OPERATOR: Is he okay, or does he  
4 need some medical assistance?

5 THE INTERPRETER: He probably does,  
6 but he's afraid of calling, because he has  
7 no documents. I'm telling him that he  
8 should be fine because he didn't do  
9 anything; they went and looked for him.

10 THE OPERATOR: Okay. Will you let her  
11 know that the officers should be knocking  
12 on the door soon and just have her stay  
13 put. It says that they have arrived.  
14 Especially keep the children in there with  
15 her. Has he hurt any of the children?

16 THE INTERPRETER: No, not the kids,  
17 but he has me. Today he didn't do it  
18 because my friend was here, but he always  
19 (unintelligible) me.

20 THE OPERATOR: Tell her it's really  
21 important that she says that to the  
22 officers. They are there to help her. Is  
23 that the officer speaking with her?

24 THE INTERPRETER: This is the  
25 interpreter. I have no answer. All I

1 heard was, "where is he at?"

2 THE OPERATOR: Okay. Hold on one  
3 second and I'm going to make sure with my  
4 dispatch, okay?

5 THE INTERPRETER: Okay.

6 Call 4 on Saturday, November 7, 2020,  
7 at 2:36 a.m. with a GMT offset of negative  
8 300 minutes. Agent I.D. Extension is 202.

9 THE OPERATOR: They are asking the  
10 officers just to make sure and then I'll go  
11 ahead and disconnect with you.

12 Call 5 on Saturday, November 7, 2020,  
13 at 2:37 a.m. with a GMT offset of negative  
14 300 minutes. Agent I.D. Extension is 202.

15 THE OPERATOR: They are wanting me to  
16 hold on just a second just in case she  
17 comes back on the line. The officers are  
18 trying to get her to come outside right  
19 now, so if she picks back up the line, it's  
20 just helpful to have you here.

21 THE INTERPRETER: No problem.

22 Call 6 on Saturday November 7, 2020,  
23 at 2:38 a.m. with a GMT offset of negative  
24 300 minutes. Agent I.D. Extension is 202.

25 Call 7 on Saturday, November 7, 2020,

1 at 2:39 a.m. with a GMT offset of negative  
2 300 minutes. Agent I.D. Extension is 202.

3 THE OPERATOR: I'm sorry, I'm still  
4 here.

5 THE INTERPRETER: No problem.

6 THE OPERATOR: It shouldn't be too  
7 much longer, I'm sorry.

8 THE INTERPRETER: You're fine, you're  
9 fine, no problem, I'm right here.

10 THE OPERATOR: I bet you didn't think  
11 this was going to be a 35-minute call.

12 THE INTERPRETER: I did not, not at  
13 all.

14 THE OPERATOR: It shouldn't take too  
15 much longer. The officers will be able to  
16 let dispatch know.

17 THE OPERATOR: I'm just hoping the  
18 kids are fine.

19 THE OPERATOR: Do what?

20 THE INTERPRETER: Just hoping the kids  
21 are fine and that's it.

22 THE OPERATOR: Oh, yeah, same. These  
23 are one of the tough calls, little kids  
24 involved.

25 THE INTERPRETER: I bet you get a

1 hundred, but this is a complicated one as  
2 well.

3 THE OPERATOR: Yeah. It's good that  
4 the officers are there now. Hopefully they  
5 arrest that guy.

6 THE INTERPRETER: Or something, yeah.

7 THE OPERATOR: Yeah. I'll be able to  
8 see up here on the call if they arrest him.

9 call 8 on Saturday, November 7, 2020,  
10 at 2:42 a.m. with a GMT offset of negative  
11 300 minutes, Agent I.D. Extension is 202.

12 THE OPERATOR: All right. I just got  
13 word from the officers. I can go ahead and  
14 disconnect with you. They did alleviate  
15 the situation and they are talking to her  
16 now.

17 THE INTERPRETER: Excellent. Thank  
18 you very much for using our services. Have  
19 a great day.

20 THE OPERATOR: Thank you. You too.

21 THE INTERPRETER: Thanks. Bye.

22 \*\*\*\*\*  
23  
24  
25

# Exhibit 2: KCS Detention Records.





**Conditional Release Worksheet  
Inmate Information**

Name of Inmate: Maira Orjedo IDN: 1493579

Case(s): @ 1377315

Release Type: \_\_\_\_\_

**Victim Information**

Victim Name: (redacted)

Last Known Address: 7162 Whidwhisper Blvd Knoxville, TN 37924

Home Phone Number: (redacted) Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Prior to Releasing inmate, victim was notified of release by:

Notified by Power

“Victim was provided the nearest source of assistance to victims of domestic violence, including, but not limited to, shelters, counseling centers or other appropriate community resources TCA 40-11-150f(1).” This was accomplished by giving the Knox County Victims Advocacy number 865-215-6820.

The above release process was completed on 11-9-20  
Date/Time

by [Signature] Zade Bolt  
Signature Printed Name

A copy of the signed release conditions was mailed to the victim by way of USPS (TCA 40-11-150f(2)) on: 11.12.20 @ 1338  
Date/Time

Mail Clerk: [Signature] Cpl. G. Rickman 13537  
Signature Printed Name

Notes: \_\_\_\_\_

This process is being completed In accordance with TCA 40-11-150





020

**INMATE PROCESSING FORM**

**INTAKE INFORMATION**

Intake Date: 11-17 Intake Time: 0530 IDN 1493579 Booking Number 1162684

Inmate Name Quijedo Grandos, Maria DOB 5-23-91 R/S H / F

Search Type Conducted: FRISK (PAT DOWN) / STRIP SEARCH Performed By: Johnson

Arresting Agency: (Circle One): KCSO / KPD / THP / UTPD / UTHPD / OTHER \_\_\_\_\_

**PROPERTY**

Property Received/Processed by Property Officer: J. J. [Signature]

Crate #: 513 Secure Bag#: 490234 Medication Bag#: [Signature] Excessive: [Signature]

Money Amount: \$ [Signature] Counting Officer: Glass

Property Comments: \_\_\_\_\_

**MEDICAL SCREENING**

Screening Officer: [Signature] 15236 Date/Time: 11/07/20 @ 0754

**PRE-BOOK, IDENTIFICATION AND PHONE PIN ISSUE**

Pre-Booking Officer: [Signature] Fingerprinted by: \_\_\_\_\_ Photographed: \_\_\_\_\_

Phone PIN Issued : Date Received: \_\_\_\_\_ Time Received: \_\_\_\_\_ Officer Initial: \_\_\_\_\_

*(PIN Issued upon initial JMS entry allowing inmate to make calls in holding cell)*

Inmate refused acceptance of PIN: \_\_\_\_\_

TBI/FBI Response Received: TBI  FBI  Inmate Signature \_\_\_\_\_ Witnessing Officer \_\_\_\_\_ Match to Previous Arrest: YES  NO

ID Comments: \_\_\_\_\_

**BOOKING**

Detainer(s) Received: ICE 11-7-20 @ 1323 ICE Detainer Received: \_\_\_\_\_  
Agency/Date/Time \_\_\_\_\_ Date/Time \_\_\_\_\_

Booking Comments: Hold For ICE Per Cpl. Cloninger

**RELEASE INFORMATION**

Release Paperwork Received (App Bond / Cash Bond / Court Rel.) Date/Time \_\_\_\_\_

Bonding Co \_\_\_\_\_ Agent \_\_\_\_\_ Time Inmate Called for: \_\_\_\_\_

Release Checks:  NCIC/LOCALS:  Fingerprint Scan:  Photo Verified

Money Returned:  Medications:  Property Returned:

Final Release Date 11/18 Time 0324 Officer [Signature]

Released KCJ via Trans Unit / Lobby w/ Rider / Detainer/Other Agency ICE

Release Comments: \_\_\_\_\_

# Knox County Sheriff's Office

## Mugshot Profile

### PERSONAL INFORMATION:

**LAST NAME:** GRANADOS ONIEDO  
**FIRST NAME:** MAIRA  
**MIDDLE NAME:**  
**PHOTO #:** 470002069246  
**PHOTO DATE:** 11-07-2020  
**JCID:** 1493579  
**DATE OF BIRTH:** 05-23-1991  
**ADDRESS:** 7162 WINDWHISPER BLVD  
**CITY/STATE:** KNOXVILLE



### PHYSICAL DESCRIPTION:

**RACE:** UNKNOWN  
**SEX:** Female  
**HEIGHT:** 503  
**WEIGHT:** 0  
**EYE COLOR:** BROWN  
**HAIR COLOR:** BLACK

GRANADOS ONIEDO,MAIRA

05-23-1991

UNKNOWN

Female

1493579  
1162684



Person Information

ARR Number: 20 11070472 Arrest Time: 02 08

Arrest Date: 11 / 07 / 2020 MINI # 20 00019931

Name: GRANADOS ONIEDO, MAIRA FBI #

Date of Birth: 05 / 23 / 1991 Age From: 029 to: 029

Social Security: - Sex: F Race: H Ethnicity: H

Height/From: 4 10 to: 4 10 Weight/From: 150 to: 150

Eye Color: BRO Hair Color: BRO Birth Place (City): HONDURAS State:

Address: 7162 WINDWHISPER BL Apt:

Phone: (865) 223-2709 Hours There/From: to:

City: KNOXVILLE State: TN Zip Code: 37924 -

Driver License: N/A State: Exp Year:

Case Number: 20 11070472  Adult  Juvenile Type:

Court Docket:

Release Date/Time: Bond Amount:

Court Date/Time: Bond Type:

Weapons:

Arresting Location: 7162 WINDWHISPER BL Apt:

Arresting Officers: 13533 KITTS, WESLEY

Arresting Officers:

Judge:

Rights: Read By: Response: Printed: 10%:

Photo: Ball Date: Committed:

*Handwritten notes:*  
11-7-20  
@ 1324

Primary Charge Information

Offense Type: 1380 SIMPLE ASSAULT Counts: 1 Verdict:

Warrant Number: Warrant Type: AVC: C

Sentence: 1493579 1162684

Printed By: 015053 - MOORE, GREGORY on 11/07/2020 at 05:34

## Narrative

*On Saturday, November 11, 2020, at approximately 0208 hours, Officers responded to a domestic disturbance at 7162 Windwhisper Blvd. The victim (Henry Ordonez-Arana) stated that his live-in girlfriend (Maira Granados Oneido-suspect) had got into an argument because she had been cheating on him and he got into a physical altercation with her other boyfriend. Mr. Ordonez-Arana further stated that during the argument she began to strike him in the face multiple times. Officers observed marks on the left side of Mr. Ordonez-Arana's face and upper lip that he claimed came from the suspect. Mr. Ordonez-Arana further advised that he threw Ms. Oneido onto the couch to get her away from him. Ms. Oneido stated that nothing became physical until Mr. Ordonez-Arana threw her down.*

*While officers were on scene Ms. Oneido made an allegation that on Saturday, October 31, 2020, Mr. Ordonez-Arana forcible removed her clothes and sexually assaulted her. Officers did observe bruises on both her thighs. Ms. Oneido refused to be evaluated at a hospital. Ms. Oneido also refused to prosecute Mr. Ordonez-Arana for the sexual assault.*

*Mr. Ordonez-Arana refused medical treatment. Mr. Ordonez-Arana was advised of his domestic rights and was given a Family Crimes Card. Detective Huddleston was advised. Ms. Oneido was taken into custody and transported to the Detention Facility. This occurred in Knox County, Tn.*

No video available



CURRENT CHARGES REPORT

IDN \_\_\_\_\_ Name \_\_\_\_\_

1493579 MAIRA GRANADOS ONIEDO

Booking	D.O.B.	Sex	Race	Building	Cell	Pod
1162684	05/23/1991	F	HISPANIC	KCDF	HOLDIN G AREA L1	INTAKE

Document/ Docket #	Type	Booking Date	Served Date	Charge	Bond Amount	Type
377315	CONDITIONAL RELEASE ORDER	11/07/2020	11/07/2020	DOMESTIC ASSAULT	NONE	
	HOLD FOR IMMIGRATION (ICE)	11/07/2020	11/07/2020	HOLD FOR IMMIGRATION (ICE)	NONE	
	TWELVE (12) HOUR HOLD	11/07/2020	11/07/2020	12 HOUR HOLD UNTIL 11/07/20 @1408	NONE	2
@1377315	WARRANT	11/07/2020	11/07/2020	DOMESTIC ASSAULT	\$ PRE-TRIAL	

## Jail Transport Ticket

Arrestee's Name: <sup>Mcira</sup> OVI ENO Grandjean

Arrestee's DOB: May - 23 - 1991

Arresting Officer: W. Smith

Officer's Employee Number: 13533

Incident Report Completed:  Yes/No

Arrest Report Completed:  Yes/No

Report Number: C 20144148

Iowa County



Sheriff's Office

TO WHOM IT CONCERN



Deputy Sheriff  
Dana H. Heston  
1000 1st St. S.E.  
Decorah, IA 52001  
Phone: 319.338.2222  
Fax: 319.338.2223

Deputy





Etowah County



Sheriff's Office



TO WHOM IT CONCERN



Deputy



IN THE GENERAL SESSIONS COURT FOR KNOX COUNTY, TENNESSEE

Defendant's Name: MAIRA GRANADOS ONIEDO, (Alias) IDN: 1493579

Warrant Number(s): @1377315 (Conditional Release Order) @1377315 (Warrant)

**ORDER**

You are being released from custody without seeing a judge or magistrate. You MUST report to the Fourth Sessions Court on the Main Floor of the City-County Building (located at 400 Main Street, Knoxville) at the date and time specified below for your arraignment of the criminal charge(s) filed against you.

REPORT DATE/TIME: NOV 18, 2020 09:00 AM

**Failure to report will result in your immediate arrest.**

Enter this 1st day of January 2005.

BY ORDER OF THE GENERAL SESSIONS JUDGES

Received this ninth day of November , 2020

Maira Oniedo  
Defendant's Name (Print)

Maira Oniedo  
Defendant's Signature

\_\_\_\_\_  
Defendant's Address & Telephone No.

[Signature]  
Officer's Signature & Badge No.

**Bond Conditions reviewed:**

\_\_\_\_\_  
Bond Condition Form Received

THE GENERAL SESSIONS COURT FOR KNOX COUNTY TENNESSEE

STATE OF TENNESSEE

Case Number: @1377315

vs.

Offense: DOMESTIC ASSAULT

MAIRA GRANADOS ONIEDO, IDN - 1493579

DOMESTIC VIOLENCE/CHILD ABUSE CONDITIONAL RELEASE ORDER

Pursuant to Tennessee Code Annotated, Section 40-11-150, the Court has reviewed the facts of the arrest and detention of the Defendant and has determined that the Defendant:

- 1. Is a threat to the alleged victim, HENRY J. ORDONEZ-ARANA, or other family or household member.
2. Is a threat to the public safety.
3. Is reasonably likely to appear in Court.
4. Has been arrested for a criminal offense defined in title 39, chapter 13, in which the alleged victim of the offense is a domestic abuse victim as defined in 36-3-601, and that there is probable cause to believe the respondent either:
(A) Caused serious bodily injury, as defined in 39-11-106, to the alleged domestic abuse victim; of
(B) Used or displayed a deadly weapon, as defined in 39-11-106 determined that the defendant.
\*\*(Sections A-E below must be checked if the court finds #4 above)\*\*

Pursuant to the above findings, Defendant's release or bail is conditioned on the following and it is ORDERED that the following NO CONTACT order(s) are entered:

- A. The Defendant is enjoined from committing or threatening to commit the offense set forth in the arrest warrant against the alleged victim, HENRY J. ORDONEZ-ARANA, or other household member.
B. The Defendant is prohibited from harassing, annoying, telephoning, contacting or otherwise communicating with the alleged victim, HENRY J. ORDONEZ-ARANA, either directly or indirectly. Contact includes but is not limited to telephoning, emailing, text messaging, talking to, or using third parties to initiate contact.
C. The Defendant is directed to vacate and stay away from the home of the alleged victim and to stay away from any other location where the alleged victim, HENRY J. ORDONEZ-ARANA, is likely to be.
D. The Defendant is prohibited from using or possessing a firearm or other weapon specified by the court as follows:
E. The Defendant is prohibited from possessing or consuming alcohol, controlled substances, or controlled substance analogues.
F. The defendant is ordered to not abuse, threaten to abuse, hurt or try to hurt, or frighten the alleged victim and/or the alleged victim's minor children under 18.
G. Any other order required to protect the safety of the alleged victim, and to ensure the appearance of the defendant in court as determined by this Court as follows:
H. Defendant is required to carry or wear a global positioning monitoring system device and, if able, pay the costs associated with operating that device and electronic receptor device provided to the victim, pursuant to TCA 40-11-152:

Hold For: 12 HOURS

Victim: HENRY J. ORDONEZ-ARANA

Bail Set at: PRE-TRIAL

IDN: 1493581

IT IS FURTHER ORDERED that the Sheriff of Knox County, or any of his lawful deputies, shall provide a copy of this Order to the Defendant, the alleged victim, and all appropriate law enforcement agencies.

\*\*\* NOTICE TO DEFENDANT \*\*\*

Signature of Magistrate Dustin Sean Dunham, Date: 11/07/2020

If you violate this Order thinking that the other party has given you permission to do so, you are wrong and can be arrested and prosecuted. The terms of this Order cannot be changed by agreement of the parties. Only a Magistrate can change this Order. This Order remains effective through the final disposition of your case. VIOLATION OF THIS ORDER WILL CONSTITUTE CONTEMPT OF COURT AND MAY SUBJECT YOU TO IMMEDIATE ARREST AND MAY CAUSE YOUR BAIL TO BE REVOKED.

If you hurt or try to hurt anyone while this Order, probation or diversion is in effect, you may face separate charges for aggravated assault, a Class C felony. (TCA 39-13-102 (c))

I acknowledge these conditions:

Signature of Maira Granados Oniedo, MAIRA GRANADOS ONIEDO, Defendant

Date: 11/07/2020

ORDER DISCHARGING DEFENDANT FROM CONDITIONS OF BOND

For good cause, IT IS ORDERED that the Defendant is discharged from the following Conditions:

Blank lines for Judge and Date signatures.

CURRENT CHARGES REPORT

11/09/2020 12:27:27

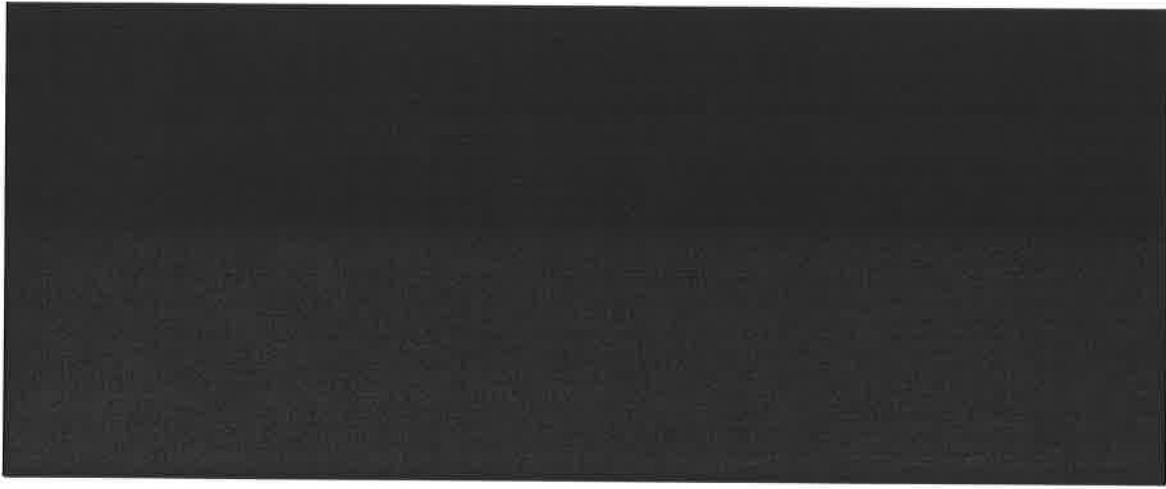
Page 1

JDN \_\_\_\_\_ Name \_\_\_\_\_

1493579 MAIRA GRANADOS ONIEDO

Booking 1162684 D.O.B. 05/23/1991 Sex F Race HISPANIC Building KCDF Cell 110 Pod 2D

Document/ Docket # \_\_\_\_\_ Type \_\_\_\_\_ Booking Date \_\_\_\_\_ Served Date \_\_\_\_\_ Charge \_\_\_\_\_ Bond Amount/Type \_\_\_\_\_



**WARRANT SUMMARY**

IDN: 1493579  
Name: MAIRA GRANADOS ONIEDO  
Address: 7162 WHISPER WILLOW RD KNOXVILLE, TN 37918-

Document No.	Type	Status	Issue Date	Issued By	Charge	Bond	Received
A206433098	IMMIGRATION DETAINEE	S	11/07/2020		IMMIGRATION DETAINEE	\$0	Yes
DETAINER	TWELVE (12) HOUR HOLD	S	11/07/2020		12 HOUR HOLD UNTIL 11/07/20 @1408	\$0	Yes
DETAINER	HOLD FOR IMMIGRATION (ICE)	S	11/07/2020		HOLD FOR IMMIGRATION (ICE)	\$0	Yes
@1377315	CONDITIONAL RELEASE ORDER	S	11/07/2020	1105771	CONDITIONAL RELEASE ORDER-DOMESTIC ASSAULT	\$0	Yes
@1377315	WARRANT	S	11/07/2020	KCSO	DOMESTIC ASSAULT	\$0	Yes

DEPARTMENT OF HOMELAND SECURITY  
IMMIGRATION DETAINER - NOTICE OF ACTION

Subject ID: 369261733  
Event #: KCS2111000002

File No: 206 433 098  
Date: November 7, 2020

TO: (Name and Title of Institution - OR Any Subsequent Law Enforcement Agency)  
KNOX COUNTY DETENTION FAC  
5001 MALONEYVILLE RD  
KNOXVILLE, TN 37918

FROM: (Department of Homeland Security Office Address)  
ERO - Knoxville, TN Sub Office  
ICE  
ERO KNOXVILLE Sub Office  
PROSPERITY DR  
KNOXVILLE, TN 37923

Name of Alien: OVIEDO-GRANADOS, MAIRA

Date of Birth: 05/23/1991 Citizenship: HONDURAS Sex: F

1. DHS HAS DETERMINED THAT PROBABLE CAUSE EXISTS THAT THE SUBJECT IS A REMOVABLE ALIEN. THIS DETERMINATION IS BASED ON (complete box 1 or 2).

- A final order of removal against the alien;
- The pendency of ongoing removal proceedings against the alien;
- Biometric confirmation of the alien's identity and a records check of federal databases that affirmatively indicate, by themselves or in addition to other reliable information, that the alien either lacks immigration status or notwithstanding such status is removable under U.S. immigration law; and/or
- Statements made by the alien to an immigration officer and/or other reliable evidence that affirmatively indicate the alien either lacks immigration status or notwithstanding such status is removable under U.S. immigration law.

2. DHS TRANSFERRED THE ALIEN TO YOUR CUSTODY FOR A PROCEEDING OR INVESTIGATION (complete box 1 or 2).

- Upon completion of the proceeding or investigation for which the alien was transferred to your custody, DHS intends to resume custody of the alien to complete processing and/or make an admissibility determination.

IT IS THEREFORE REQUESTED THAT YOU:

- Notify DHS as early as practicable (at least 48 hours, if possible) before the alien is released from your custody. Please notify DHS by calling  U.S. Immigration and Customs Enforcement (ICE) or  U.S. Customs and Border Protection (CBP) at 8655390921. If you cannot reach an official at the number(s) provided, please contact the Law Enforcement Support Center at: (802) 872-6020.
- Maintain custody of the alien for a period **NOT TO EXCEED 48 HOURS** beyond the time when he/she would otherwise have been released from your custody to allow DHS to assume custody. The alien **must be served with a copy of this form** for the detainer to take effect. This detainer arises from DHS authorities and should not impact decisions about the alien's bail, rehabilitation, parole, release, diversion, custody classification, work, quarter assignments, or other matters
- Relay this detainer to any other law enforcement agency to which you transfer custody of the alien.
- Notify this office in the event of the alien's death, hospitalization or transfer to another institution.

If checked: please cancel the detainer related to this alien previously submitted to you on \_\_\_\_\_ (date).

TINA CLONINGER - DIO

(Name and title of Immigration Officer)

(Signature of Immigration Officer) (Sign in Ink)

Notice: If the alien may be the victim of a crime or you want the alien to remain in the United States for a law enforcement purpose, notify the ICE Law Enforcement Support Center at (802) 872-6020. You may also call this number if you have any other questions or concerns about this matter.

TO BE COMPLETED BY THE LAW ENFORCEMENT AGENCY CURRENTLY HOLDING THE ALIEN WHO IS THE SUBJECT OF THIS NOTICE:

Please provide the information below, sign, and return to DHS by mailing, emailing or faxing a copy to \_\_\_\_\_

Local Booking/Inmate #: \_\_\_\_\_ Estimated release date/time: \_\_\_\_\_

Date of latest criminal charge/conviction: \_\_\_\_\_ Last offense charged/conviction: \_\_\_\_\_

This form was served upon the alien on \_\_\_\_\_, in the following manner:

in person  by inmate mail delivery  other (please specify): \_\_\_\_\_

(Name and title of Officer)

(Signature of Officer) (Sign in ink)

### NOTICE TO THE DETAINEE

The Department of Homeland Security (DHS) has placed an immigration detainer on you. An immigration detainer is a notice to a law enforcement agency that DHS intends to assume custody of you (after you otherwise would be released from custody) because there is probable cause that you are subject to removal from the United States under federal immigration law. DHS has requested that the law enforcement agency that is currently detaining you maintain custody of you for a period not to exceed 48 hours beyond the time when you would have been released based on your criminal charges or convictions. **If DHS does not take you into custody during this additional 48 hour period, you should contact your custodian** (the agency that is holding you now) to inquire about your release. **If you believe you are a United States citizen or the victim of a crime, please advise DHS by calling the ICE Law Enforcement Support Center toll free at (855) 448-6903.**

### NOTIFICACIÓN A LA PERSONA DETENIDA

El Departamento de Seguridad Nacional (DHS) le ha puesto una retención de inmigración. Una retención de inmigración es un aviso a una agencia de la ley que DHS tiene la intención de asumir la custodia de usted (después de lo contrario, usted sería puesto en libertad de la custodia) porque hay causa probable que usted está sujeto a que lo expulsen de los Estados Unidos bajo la ley de inmigración federal. DHS ha solicitado que la agencia de la ley que le tiene detenido actualmente mantenga custodia de usted por un periodo de tiempo que no exceda de 48 horas más del tiempo original que habría sido puesto en libertad en base a los cargos judiciales o a sus antecedentes penales. **Si DHS no le pone en custodia durante este periodo adicional de 48 horas, usted debe de contactarse con su custodio** (la agencia que le tiene detenido en este momento) para preguntar acerca de su liberación. **Si usted cree que es un ciudadano de los Estados Unidos o la víctima de un crimen, por favor avise al DHS llamando gratuitamente al Centro de Apoyo a la Aplicación de la Ley ICE al (855) 448-6903.**

### AVIS AU DETENU OU A LA DÉTENUÉE

Le Département de la Sécurité Intérieure (DHS) a placé un dépositaire d'immigration sur vous. Un dépositaire d'immigration est un avis à une agence de force de l'ordre que le DHS a l'intention de vous prendre en garde à vue (après cela vous pourrez par ailleurs être remis en liberté) parce qu'il y a une cause probable que vous soyez sujet à expulsion des États-Unis en vertu de la loi fédérale sur l'immigration. Le DHS a demandé que l'agence de force de l'ordre qui vous détient actuellement puisse vous maintenir en garde pendant une période ne devant pas dépasser 48 heures au-delà du temps après lequel vous auriez été libéré en se basant sur vos accusations criminelles ou condamnations. **Si le DHS ne vous prend pas en garde à vue au cours de cette période supplémentaire de 48 heures, vous devez contacter votre gardien** (ne) (l'agence qui vous détient maintenant) pour vous renseigner sur votre libération. **Si vous croyez que vous êtes un citoyen ou une citoyenne des États-Unis ou une victime d'un crime, s'il vous plaît aviser le DHS en appelant gratuitement le centre d'assistance de force de l'ordre de l'ICE au (855) 448-6903**

### NOTIFICAÇÃO AO DETENTO

O Departamento de Segurança Nacional (DHS) expediu um mandado de detenção migratória contra você. Um mandado de detenção migratória é uma notificação feita à uma agência de segurança pública que o DHS tem a intenção de assumir a sua custódia (após a qual você, caso contrário, seria liberado da custódia) porque existe causa provável que você está sujeito a ser removido dos Estados Unidos de acordo com a lei federal de imigração. O DHS solicitou à agência de segurança pública onde você está atualmente detido para manter a sua guarda por um período de no máximo 48 horas além do tempo que você teria sido liberado com base nas suas acusações ou condenações criminais. **Se o DHS não leva-lo sob custódia durante este período adicional de 48 horas, você deve entrar em contato com quem tiver a sua custódia** (a agência onde você está atualmente detido) para perguntar a respeito da sua liberação. **Se você acredita ser um cidadão dos Estados Unidos ou a vítima de um crime, por favor informe ao DHS através de uma ligação gratuita ao Centro de Suporte de Segurança Pública do Serviço de Imigração e Alfândega (ICE) pelo telefone (855) 448-6903.**



## THÔNG BÁO CHO NGƯỜI BỊ GIAM

Bộ Nội An (DHS) đã ra lệnh giam giữ di trú đối với quý vị. Giam giữ di trú là một thông báo cho cơ quan công lực rằng Bộ Nội An sẽ đảm đương việc lưu giữ quý vị (sau khi quý vị được thả ra) bởi có lý do khả tín quý vị là đối tượng bị trục xuất khỏi Hoa Kỳ theo luật di trú liên bang. Sau khi quý vị đã thi hành đầy đủ thời gian của bản án dựa trên các tội phạm hay các kết án, thay vì được thả tự do, Bộ Nội An đã yêu cầu cơ quan công lực giữ quý vị lại thêm không quá 48 tiếng đồng hồ nữa. Nếu Bộ Nội An không đến bắt quý vị sau 48 tiếng đồng hồ phụ trội đó, quý vị cần liên lạc với cơ quan hiện đang giam giữ quý vị để tham khảo về việc trả tự do cho quý vị. Nếu quý vị là công dân Hoa Kỳ hay tin rằng mình là nạn nhân của một tội ác, xin vui lòng báo cho Bộ Nội An bằng cách gọi số điện thoại miễn phí 1(855) 448-6903 cho Trung Tâm Hỗ Trợ Cơ Quan Công Lực Di Trú.

### 被拘留者通知書

國土安全部(Department of Homeland Security, 簡稱DHS)已經對你發出移民拘留令。移民拘留令為一給予執法機構的通知書, 闡明DHS意欲獲取對你的羈押權(若非有此羈押權, 你將會被釋放); 因為根據聯邦移民法例, 並基於合理的原由, 你將會被遞解離美國國境。DHS亦已要求現正拘留你的執法機構, 在你因受到刑事檢控或定罪後, 而在本應被釋放的程序下, 繼續對你作出不超過四十八小時的監管。若你在這附加的四十八小時內, 仍未及移交至DHS的監管下, 你應當聯絡你的監管人(即現正監管你的機構)查詢有關你釋放的事宜。若你認為你是美國公民或為罪案受害者, 請致電ICE執法部支援中心(Law Enforcement Support Center)知會DHS, 免費電話號碼: (855)448-6903。

DRAFT NOT COMPLETED

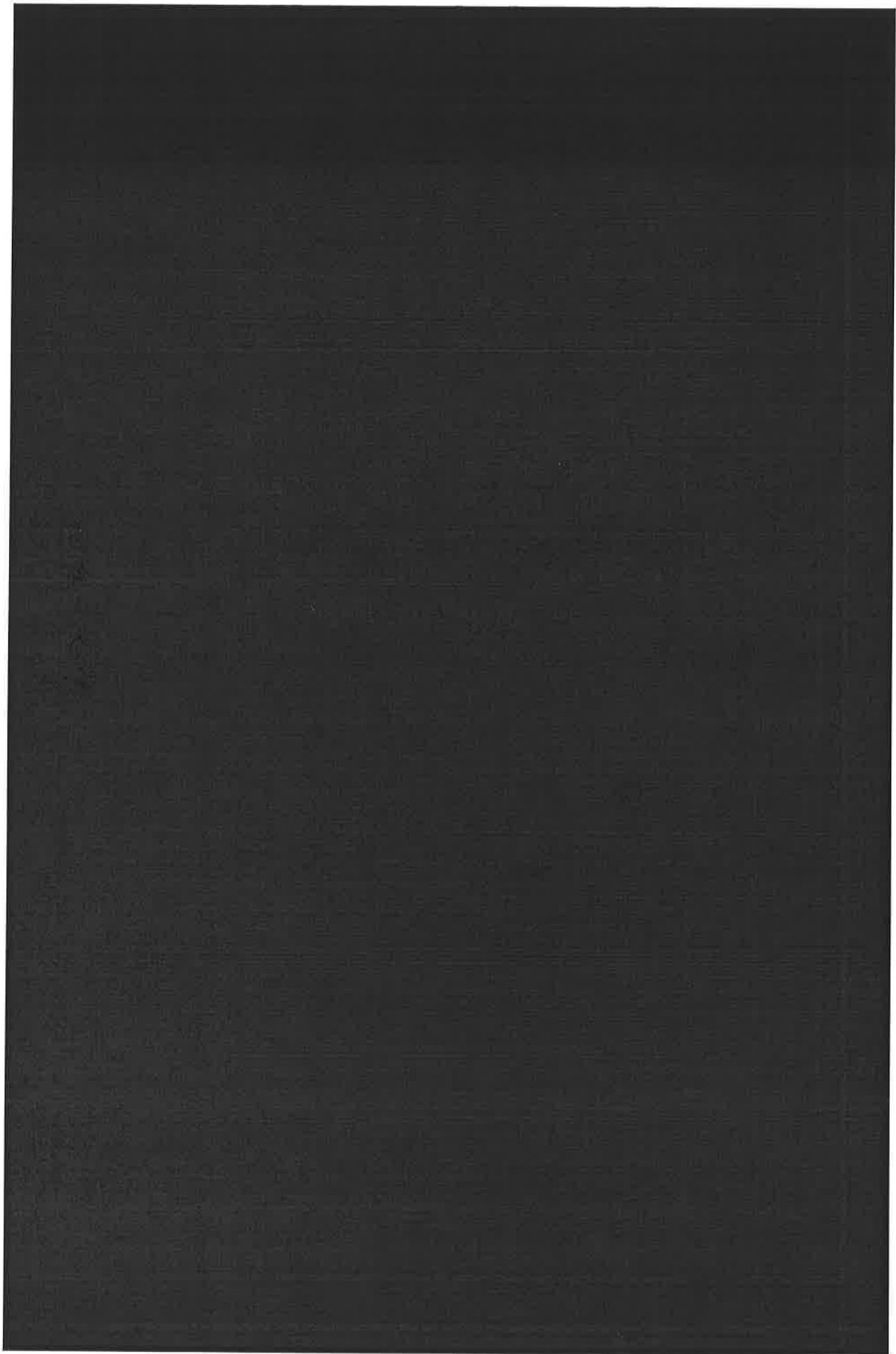
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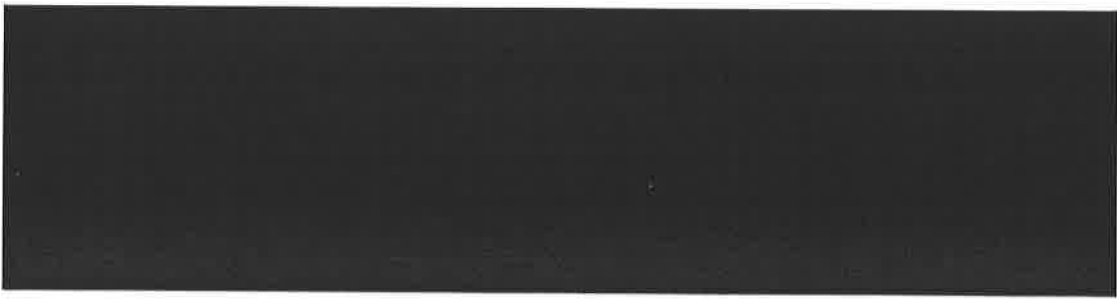
CURRENT CHARGES REPORT

11/07/2020 14:24:25

Page 1

IDN	Name	Booking #	D.O.B.	Sex	Race	Building	Cell	Pod	Document/ Docket #	Type	Booking Date	Served Date	Charge	Bond Amount	Type
1493579	MAIRA GRANADOS ONIEDO														
1162684		05/23/1991	F	HISPANIC	KCDF	HOLDIN G AREA L1	INTAKE		16433098	IMMIGRATION DETAINEE	11/07/2020	11/07/2020	IMMIGRATION DETAINEE	NONE	





**WARRANT SUMMARY**

IDN: 1493579  
Name: MAIRA GRANADOS ONIEDO  
Address: 7162 WHISPER WILLOW RD KNOXVILLE, TN 37918-

Document No.	Type	Status	Issue Date	Issued By	Charge	Bond	Received
@1377315 ✓	CONDITIONAL RELEASE ORDER	I	11/07/2020	1105771	CONDITIONAL RELEASE ORDER-DOMESTIC ASSAULT	\$0	No
@1377315 ✓	WARRANT	I	11/07/2020	KCSO	DOMESTIC ASSAULT	\$0	No

WARRANT No. @1377315

JAIL No. 1162684

APPEARANCE MITTIMUS

RACE: HISPANIC

SEX: F

**State of Tennessee, County of Knox**

To the Jailer of said County:

MAIRA GRANADOS ONIEDO having been brought before me on a charge of 39-13-111:DOMESTIC ASSAULT

and the case having been continued until \_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ M. O'clock and SHE having failed to give bail of \$0.00 Dollars as required, you are commanded to receive HER into your custody and detain HER to be further dealt with as the law directs.

This is the 7th day of November, 2020



Judge / Magistrate

RACE: HISPANIC SEX: F  
NO. 1162684

APPEARANCE MITTIMUS

STATE OF TENNESSEE

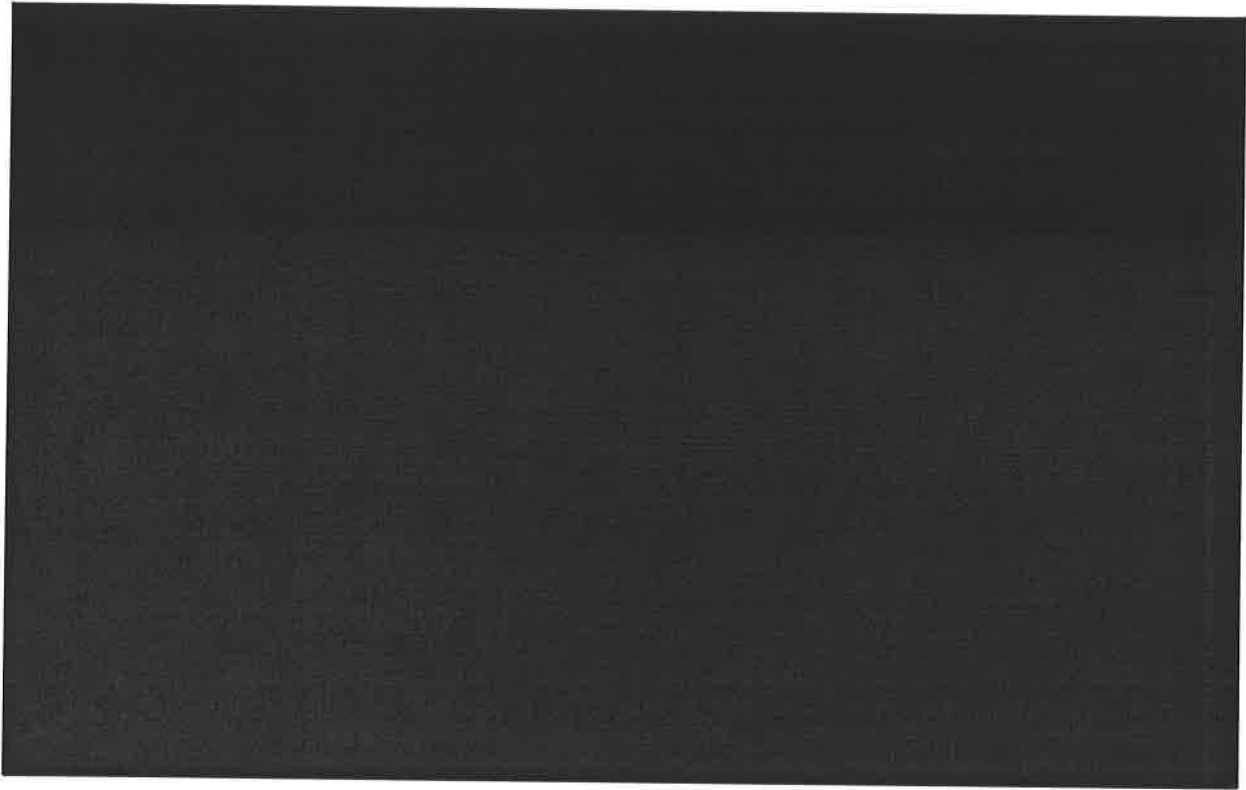
VS.

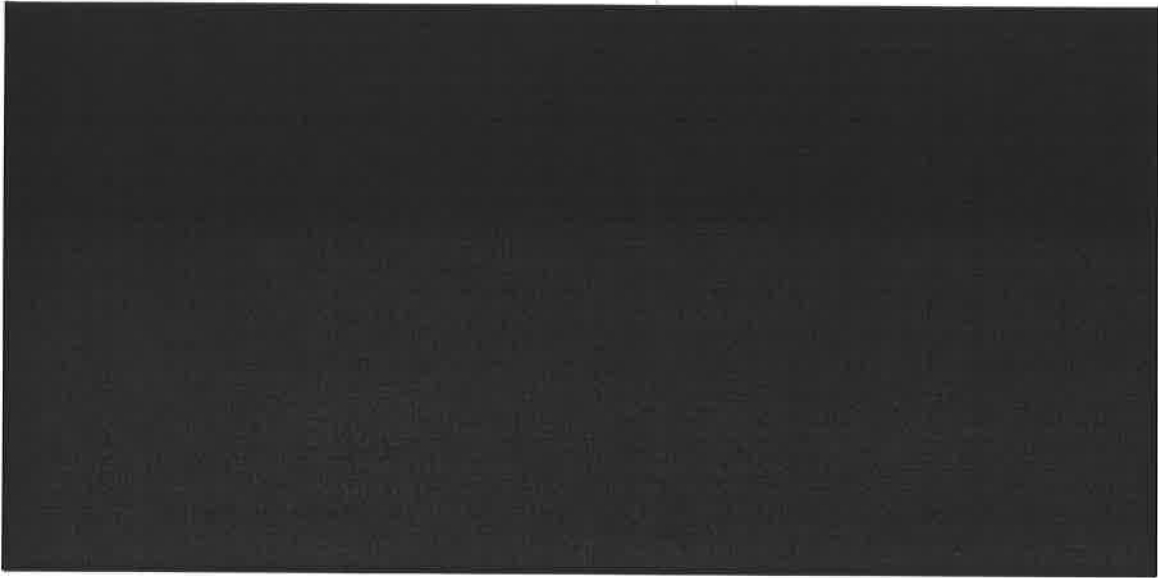
MAIRA GRANADOS ONIEDO (IDN:1493579)

Charge:  
39-13-111:DOMESTIC ASSAULT

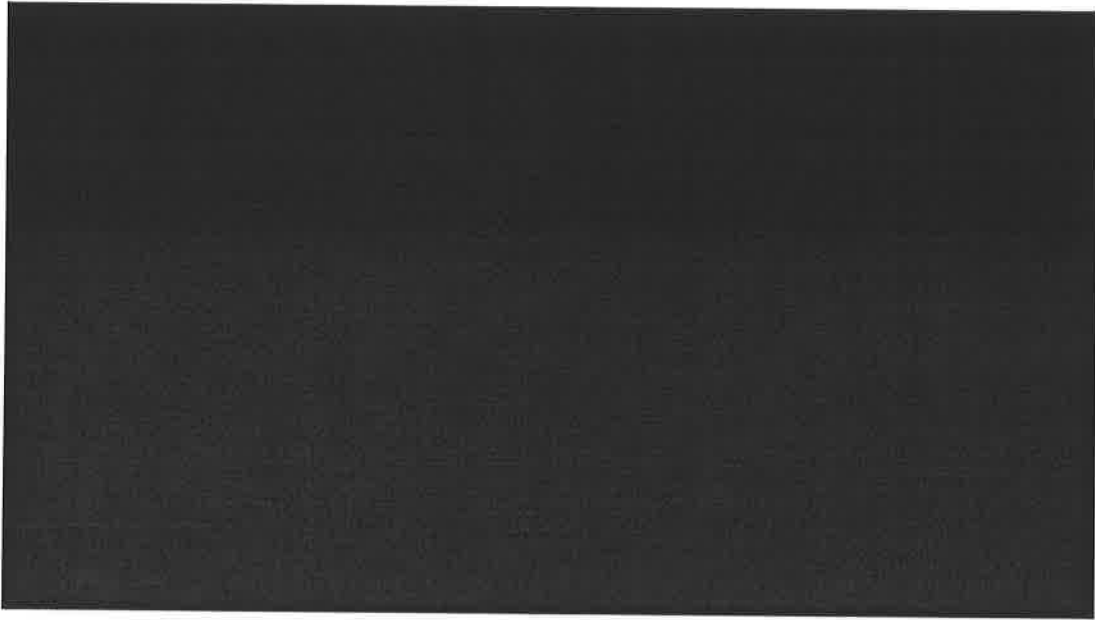
Bail Bond . . . . . \$0.00

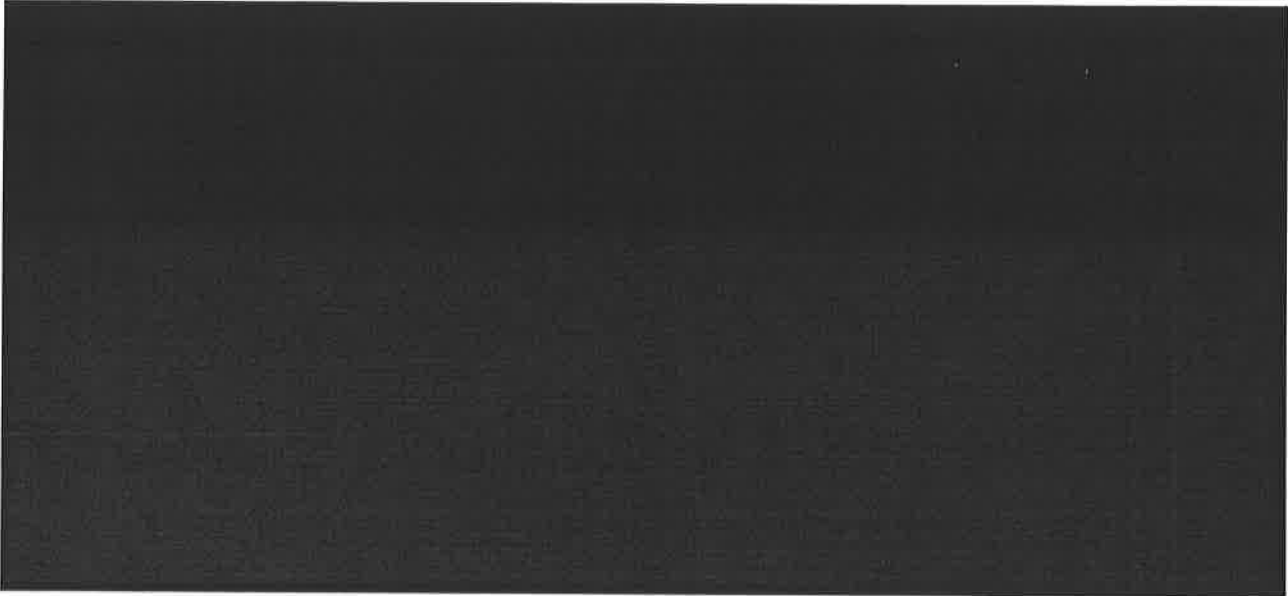
Conditions:  
12 HOUR HOLD, CONDITIONAL RELEASE: A, B,  
C











# Record Transaction Page

Last Name: **GRANADOS ONIEDO**  
 First Name: **MAIRA**

Date/Time:	Status:	Originator:	Subject:	Message:
11/07/2020 06:52:04	Record is started.	LIVESCAN		
11/07/2020 06:55:32	Record is ready to send.	LIVESCAN		
11/07/2020 06:55:46	NIST record sent to TN AFIS.	LIVESCAN		
11/07/2020 06:56:48	TBI AFIS created a record.	TBI AFIS	Case: 470002069246	TBI AFIS Response - Case: 470002069246 has resulted in a Non-Ident. New State ID: 005005903 DNA collection is not needed
11/07/2020 06:58:16	TBI AFIS identified record.	TBI AFIS	Case: 470002069246 - FBI Ident	FBI Response - Attention: TBI AFIS ADMINISTRATOR, Case: 470002069246, name: <b>OVIEDO GRANADOS, MAIRA VIACELY</b> , State ID: 5005903, FBI No.: 286277XD7. Results: I

*SR*  
*11-7-2020*  
*758*

## SPANISH

### *Statement 1:* For All Foreign Nationals Except Those from "Mandatory Notification" Countries

Por no ser ciudadano de los Estados Unidos, y estar arrestado o detenido, usted puede pedirnos que notifiquemos de su situación a los funcionarios consulares de su país en los Estados Unidos. También puede comunicarse con los funcionarios consulares de su país. Entre otras cosas, un funcionario consular de su país puede ayudarle a conseguir asesoramiento legal, y también puede ponerse en contacto con su familia y visitarle en el lugar de detención. Si usted desea que notifiquemos a los funcionarios consulares de su país, puede solicitarlo ahora o en cualquier oportunidad en el futuro. ¿Desea que notifiquemos ahora a los funcionarios consulares de su país?

SÍ (YES)

NO (NO)

Nombre: X Mauro Cuerdo  
Printed Name

Testigo: \_\_\_\_\_  
Witness

Firma: X  
Signature

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

### *Statement 2:* For Foreign Nationals from "Mandatory Notification" Countries

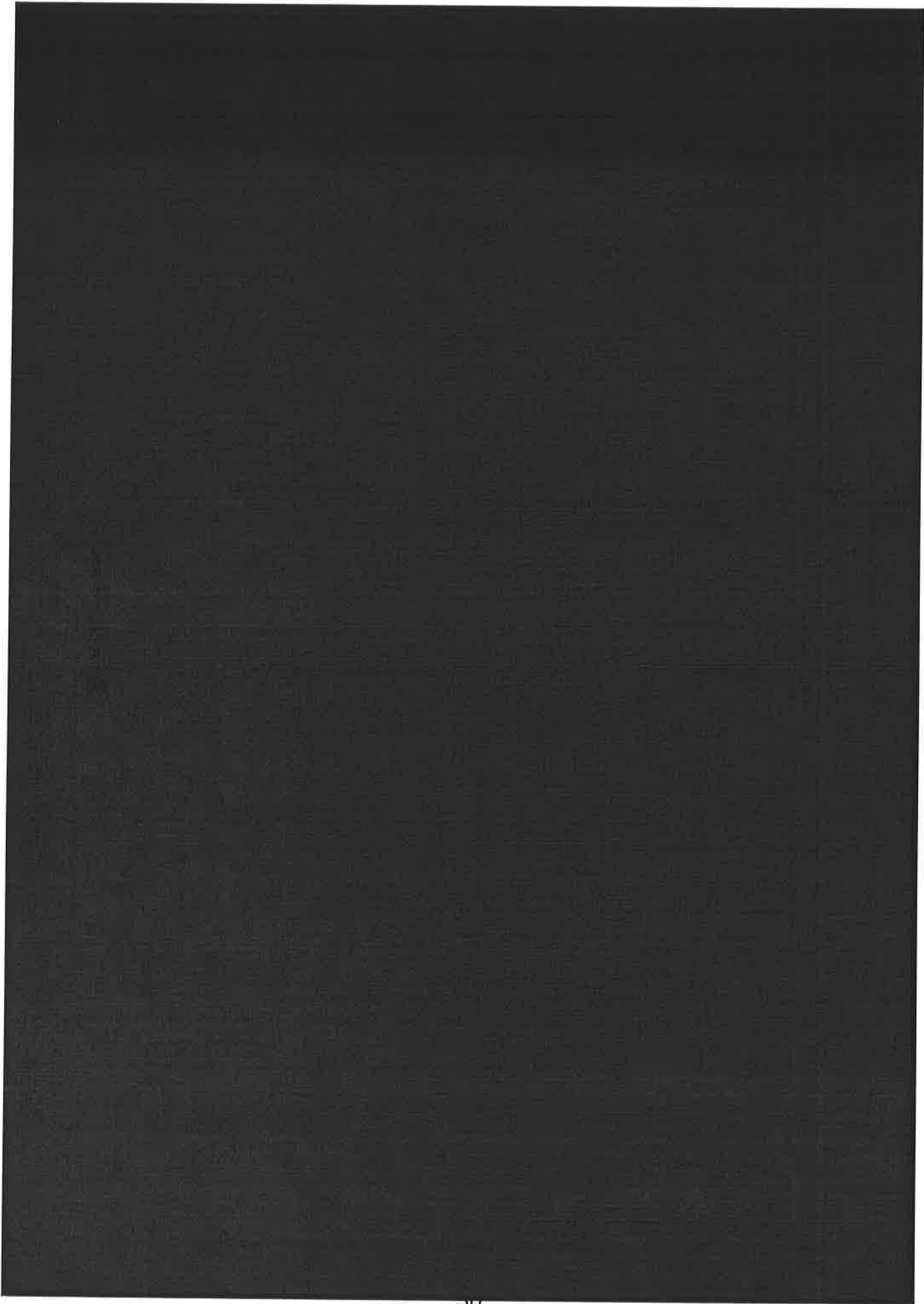
Debido a su nacionalidad, estamos obligados a notificar a los funcionarios consulares de su país en los Estados Unidos que usted ha sido arrestado o detenido. Haremos esta notificación lo más pronto posible. Además, usted puede comunicarse con los funcionarios consulares de su país. Usted no está obligado a aceptar su ayuda, pero esos funcionarios pueden ayudarle, entre otras cosas, a conseguir asesoramiento legal, y también pueden ponerse en contacto con su familia y visitarle en el lugar de detención. Sírvase firmar para indicar que ha recibido esta información.

Nombre: \_\_\_\_\_  
Printed Name

Testigo: \_\_\_\_\_  
Witness

Firma: \_\_\_\_\_  
Signature

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



## Important Phone Information

GRANADOS ONIEDO, MAIRA  
KCDF INTAKE HOLDING AREA L1

Listed below is your personal passcode for accessing the phone system.

**Passcode: 469333**

**URGENT: If you feel your passcode has been stolen, let an officer know immediately!**

If your passcode is stolen...

- Your money for commissary could be used without your consent.
- Your money for phone time could be used without your consent.
- Your passcode could be changed to something you don't know.

If you need help with your current passcode, ask an officer for assistance.

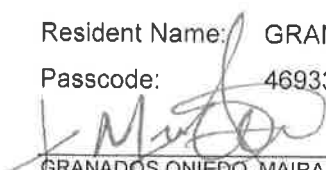
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By signing below...

I, GRANADOS ONIEDO, MAIRA will not hold the facility responsible for lost/stolen/borrowed passcode theft. I will also not require the facility to investigate any missing phone time.

Resident Name: GRANADOS ONIEDO, MAIRA : 1493579

Passcode: 469333

  
GRANADOS ONIEDO, MAIRA

11/7/2020 7:04:02 AM


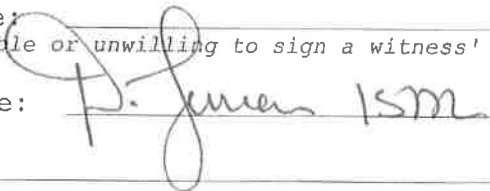
Date

## Facility Property Issued Receipt

Booking #: 1162684  
 IDN: 1493579  
 Name: MAIRA GRANADOS ONIEDO

11/07/2020 06:27  
 Page 1 of 1  
 DLEMARR

Property Type	Value	Quantity	Returned
REUSABLE FACE MASK	\$ .00	1	No
JAIL ORIENTATION PACKET ENGLISH & SPANISH	\$ .00	1	No
BLANKET	\$10.00	1	No
INMATE HANDBOOK (IN HOUSING UNIT)	\$5.00	1	No
JAIL UNIFORM	\$20.00	2	No
MATTRESS W/ INTRIGATED PILLOW (IN HOUSING UNIT)	\$100.00	1	No
SHEETS	\$5.00	2	No
TOOTH BRUSH	\$ .00	1	No
TOWEL	\$4.00	1	No
TUBE OF TOOTHPASTE	\$ .00	1	No
WASHCLOTH	\$2.00	1	No
SOAP	\$ .00	1	No
SPORTS BRA (DEFAULT 1 FOR FEMALES ONLY)	\$2.00	1	No
SOCKS	\$1.00	2	No
UNDERPANTS	\$2.00	2	No
CROKS	\$10.00	1	No
DRINKING CUP	\$10.00	1	No
SHAMPOO	\$ .00	1	No
DEODORANT	\$ .00	1	No
SPORK	\$5.00	1	No
LAUNDRY BAG	\$5.00	1	No
PREA BROCHURE ENGLISH & SPANISH	\$ .00	1	No
INMATE ID CARD	\$5.00	1	No

Inmate's Signature: 	Date/Time _____
Witness' Signature: _____ <i>If inmate is unable or unwilling to sign a witness' signature is required.</i>	Date/Time _____
Officer's Signature: 	Date/Time _____

1493579 : GRANADOS ONIEDO, MAIRA

18860246

Loc: KCDF 2D 110

Knox County Corrections

Acct: knox-121587 11/9/2020 12:27:53 PM

By: ZBATTS From: Cash Drawer \$4.95 Fee

Bank Acct: Checking Prior Balance: \$0.00

Release RESIDENT RELEASE

Close

Sign: Maira Oniedo

Checking Main Balance: \$0.00



**KSCD PROPERTY RECEIPT  
for  
INMATE PROPERTY RETURNED**

Inmate Name: MAIRA GRANADOS

Booking: 1162684

Date: 11/09/2020

Returned To:

At: 11/09/2020 12:28 PM

ITEMS RETURNED:

<u>Qty</u>	<u>Item Name</u>	<u>Description</u>	<u>Facility</u>	<u>Location</u>	<u>Box ID</u>
1	PANTS	BLK	KCDF	GS	513
1	SHIRT	PINK	KCDF	GS	513
1	BAG	490234 JWRX, ID	KCDF	SS	513
	SHOES	BLU	KCDF	GS	513
1	JACKET	BLK	KCDF	GS	513

Recipient's Signature: <u>Maira Granados</u>	Date: _____
Officer Signature: _____	Date: _____
Supervisor Signature: _____	Date: _____
If the Inmate refuses or is unable to sign:	
Witnessing Officer Signature: _____	Date: _____

**KSCD PROPERTY RECEIPT  
for  
INMATE PROPERTY RECEIVED**

Inmate Name: MAIRA GRANADOS

Booking: 1162684


Date: 11/07/2020

Received From: INMATE

At: 11/07/2020 06:26 AM

ITEMS RECEIVED:

<u>Qty</u>	<u>Item Name</u>	<u>Description</u>	<u>Facility</u>	<u>Location</u>	<u>Box ID</u>
2	UNDERWEAR	GRY, BLK	KCDF	GS	513
1	PANTS	BLK	KCDF	GS	513
1	BAG	490234 JWRY, ID	KCDF	SS	513
	JACKET	BLK	KCDF	GS	513
2	SHOES	BLU	KCDF	GS	513
1	SHIRT	PINK	KCDF	GS	513

Inmate/Other's Signature: 	Date: _____
Officer's Signature: 	Date: _____
Over \$100.00 Supervisor's Signature: _____	Date: _____
Required	
If Inmate refuses to sign or is unable to sign:	
Witnessing Officer Signature: _____	Date: _____

IN 0490234

- 1) USE BALLPOINT PEN TO COMPLETE ALL INFORMATION BEFORE LOADING BAG.
- 2) TEAR WHERE INDICATED AND RETAIN RECEIPT.
- 3) PLACE BAG ON FLAT SURFACE. REMOVE LINER TO EXPOSE ADHESIVE, SMOOTHLY PRESS ALONG THE MOUTH OF BAG TO SEAL IT SECURELY.

FILL TO HERE

FILL TO HERE

### PROPERTY ENVELOPE

**Oniedo**  
 INMATE'S NAME Maira  
 ICN NO. 1493579  
 CC NO. \_\_\_\_\_  
 DATE 11/7/00  
 CORRECTION OFFICER 11  
 SHIELD NO. \_\_\_\_\_

FOR CARRIER USE ONLY

INSTITUTION	DATE REC.

Money \$ \_\_\_\_\_ Food Stamps \$ \_\_\_\_\_

Quantity	Property	Quantity	Property	Quantity	Property
_____	Wallet	_____	Watch	_____	Comb
_____	Purse	_____	Rings	_____	Personal Papers
_____	Lighter	_____	Pr.Earrings	_____	Eyeglasses
_____	Keys	_____	Bracelet/Wrist Chain	_____	Belt
_____	Pr.Shoelaces	_____	Necklace/Neck Chain	_____	
Other	<u>goggles, ID</u>				

I ACKNOWLEDGE THE SURRENDER OF THE PROPERTY LISTED.

[Signature]  
 SIGNATURE OF INMATE

DATE \_\_\_\_\_

PROPERTY RECEIVED FROM INMATE BY:  
 NAME OF EMPLOYEE AND ID# [Signature] 15712  
 (PRINT) (ID #)

SIGNATURE OF EMPLOYEE \_\_\_\_\_  
 DATE \_\_\_\_\_

I, \_\_\_\_\_ ACKNOWLEDGE THE RETURN OF MY PROPERTY  
 SIGNATURE OF INMATE/DESIGNEE

ON \_\_\_\_\_

PROPERTY RETURNED TO INMATE/DESIGNEE BY:  
 NAME OF EMPLOYEE AND ID# \_\_\_\_\_  
 (PRINT) (ID #)

SIGNATURE OF EMPLOYEE \_\_\_\_\_  
 DATE \_\_\_\_\_

CHECK BORDER PATTERN FOR EVIDENCE OF SEAM TAMPERING

CHECK BORDER PATTERN FOR EVIDENCE OF SEAM TAMPERING

1730  
1>>>  
>>86

WARNING

ONCE SECURELY SEALED, THIS BAG WILL DISTORT SHAPES TO OPEN THIS BAG

# Exhibit 3: I-286



DEPARTMENT OF HOMELAND SECURITY  
NOTICE OF CUSTODY DETERMINATION

Alien's Name: OVIZBO-OSABADOS, MAIZA

A-File Number: 206 433 696

Date: 11/07/2020

Event ID: 2020111000002

Subject ID: 365262323

Pursuant to the authority contained in section 236 of the Immigration and Nationality Act and part 236 of title 8, Code of Federal Regulations, I have determined that, pending a final administrative determination in your case, you will be:

- Detained by the Department of Homeland Security.
- Released (check all that apply):
  - Under bond in the amount of \$ \_\_\_\_\_
  - On your own recognizance.
  - Under other conditions. (Additional document(s) will be provided.)

BABIES, J. 1025

Name and Signature of Authorized Officer John Bares

Date and Time of Custody Determination 11/07/2020 01:25 PM

(A) 5000

2025 AND EXCELLENCE AND OFFICE PROBATION OR EXCELLENCE, ON 10 317923

Title \_\_\_\_\_

Office Location/Address \_\_\_\_\_

You may request a review of this custody determination by an immigration judge.

- I acknowledge receipt of this notification, and
  - I do request an immigration judge review of this custody determination.
  - I do not request an immigration judge review of this custody determination.

X refused to sign  
Signature of Alien

11/7/2020  
Date

The contents of this notice were read to OVIZBO-OSABADOS, MAIZA in the presence of \_\_\_\_\_

(Name of Alien)

in the presence of \_\_\_\_\_

(Name of Interpreter or Translator)

CLAWSON, TINA

Name and Signature of Officer TSC

Name or Number of Interpreter or Translator \_\_\_\_\_

(If applicable)

D/O \_\_\_\_\_

Title \_\_\_\_\_

RECEIVED  
DEPARTMENT OF JUSTICE  
2020 DEC - 8 PM 12:12  
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW  
LASALLE IMMIGRATION COURT  
NEW ORLEANS, LOUISIANA

# Exhibit 4: Knox County Sheriff's Needs Assessment





# KNOX COUNTY SHERIFF'S OFFICE

Jimmy "J.J." Jones  
Sheriff

February 21, 2017

Matthew Albence  
Executive Associate Director of ERO  
U.S. Department of Homeland Security  
Immigration and Customs Enforcement  
Washington, D.C. 20528

Dear Mr. Albence:

The Knox County Sheriff's Office is requesting delegation of authority under section 287 (g) of the Immigration and Nationality Act to perform immigration and law enforcement functions of persons encountered during our law enforcement duties. It is my desire to have officers trained and create a jail task force model. I am, of course, willing to sign the appropriate Memorandum of Agreement regarding ICE policy.

Sincerely,

A handwritten signature in cursive script that reads "Jimmy J.J. Jones".

Jimmy "J.J." Jones  
Sheriff



U.S. Immigration  
and Customs  
Enforcement

# United States Immigration and Customs Enforcement

Office of State & Local Coordination

**Needs Assessment**

Version 3.0

Terry Wilshire





## Introduction

### Purpose & Background

State and Local law enforcement agencies (LEAs) who wish to partner or are inquiring about partnership opportunities with the United States Immigration and Customs Enforcement (ICE) are required to complete this Needs Assessment. The purpose of this form is to collect information about the immigration and/or customs enforcement challenges that affect the LEA's community. Once complete, ICE will evaluate the LEA's responses to determine if and how a partnership might be formed between the two agencies.

### Instructions

Completing this form will take roughly an hour. We recommend that the official or lead agent with authority and the most knowledge of LEA operations complete it. We also recommend that this person has access to operational statistics, since certain questions address current operations.

Please answer all questions marked with an asterisk (\*); these fields are required. Additional questions may also be required depending on responses.

Questions are organized into the following sections, and are to be completed as defined:

**Contact Information:** To be completed by all LEAs

**General Information:** To be completed by all LEAs

**Section One:** To be completed by all LEAs

**Section Two:** To be completed by LEAs operating detention centers

**Section Three:** To be completed by LEAs managing state correctional facilities and programs

Additional, specific instructions are provided throughout the form.

### Confidentiality

As stated above, responses will be evaluated to determine partnership opportunities between the LEA and ICE. Information provided in this Needs Assessment will only be used for this purpose. All information will be deemed law enforcement sensitive, and will not be disclosed or transmitted to any unauthorized party.

Furthermore, all information provided in this document is protected from public disclosure under Exemption 7 of the Freedom of Information Act (FOIA) / 5 U.S.C 552(b)(7).



## Terms & Definitions

Please reference this section to ensure consistent understanding of the specific terms used throughout this document.

Term	Definition
Alien	Any person not a citizen or national of the United States. <sup>1</sup>
Blind Booking	A process by which a booking system automatically, or "blindly" generates an IAQ for transmission to the LESC through the Jail's booking program/NLETS interface if an inmate states a foreign place of birth or declared citizenship.
Criminal Alien	An alien convicted of a crime.
Foreign-Born	Any person who was not born in the United States, including those who may have subsequently acquired United States Citizenship.
IAQ	Immigration Automated Query
NLETS	National Law Enforcement Telecommunications System
Rapid REPAT	Program designed to grant criminal aliens early parole in exchange for assisting in their removal from the U.S. This program is limited to aliens who have not been convicted of a serious felony and have no history of violence.
Title 8 Delegation of Authority (287(g))	Program that deputizes partnering state and local law enforcement officers as "Immigration Officers," thereby authorizing them to enforce U.S. Immigration laws.
Title 19 Delegation of Authority	Program that deputizes federal, state, local and foreign law enforcement officers as "Customs Officers," thereby authorizing them to enforce U.S. Customs law.

### Reference

1. 8 U.S.C 1101(a)(3)



## Contact Information *To be completed by all agencies*

### Agency Information

1. Please enter your Agency's contact information.

Name*	Terry Wilshire		
Address*	5001 Maloneyville Rd		
Address			
City*	Knoxville	State*	Tennessee
		Zip Code*	37918

### Agency Type

2. Please select the option below that best describes your Agency.\*

- Law Enforcement Agency       Law Enforcement Agency operating detention centers       Law Enforcement Agency managing state correctional facilities and programs

### Point Of Contact Information

3. Please enter the POC's contact information. The POC is the Agency's main representative for negotiations with ICE.

First Name*	Terry	Last Name*	Wilshire
Desk Phone*	+1 (865) 281-6706	Mobile Phone	+1 (865) 679-7800
Email*	terry.wilshire@knoxsheriff.org		

### Other Contact Information

4. Please enter a secondary contact's information (if needed).

First Name	Brian	Last Name	Bivens
Desk Phone	+1 (865) 281-6700	Mobile Phone	+1 (865) 659-4411
Email	brian.bivens@knoxsheriff.org		



# General Information *To be completed by all agencies*

## Request Information

Answer the following questions to explain the Agency's request for support.

5. What is the name of the Political Entity that supervises your Agency?\*

*The Political Entity is the body who manages, administers or directs the Law Enforcement Agency and its operations (e.g., a Governor's Office, City Mayor or a County Board of Supervisors).*

Sheriff

6. Has the Political Entity concurred with the Agency's request for ICE support?\*

Yes

7. Why is your Agency requesting ICE support? What types of enforcement problems does your Agency face?\*

Partnership with ICE to combat illegal immigration, especially illegal aliens committing criminal acts with prior criminal records. Assist with identification and removal proceedings of those criminal aliens who have deportation proceedings and are arrested for local crimes.

## Relationship Information

Please describe the Agency's operational relationship with ICE.

8. Does your Agency have an operational relationship with ICE offices in or near your jurisdiction?\*

Yes

9. Is your Agency a member of a task force with ICE?\*

No

10. If yes, does ICE lead the task force?

11. If led by ICE, what is the task force type?

12. Please characterize ICE's support.

Very Responsive

13. Please describe your relationship with ICE.

Our agency enjoys a great relationship with ICE officials in our area. We work in concert to help one another with efforts to identify and remove illegal aliens committing crimes in our jurisdiction. Our agency has actively worked with ICE and its Criminal Alien Program, Secure Communities, and 287g prior acceptance and support. Our agency was approved prior to participate in 287g and stands ready to go forward with our support and participation.



## Section One *To be completed by all agencies*

### Criminal Offense Categories

14. Does your Agency categorize criminal offenses based on the following level of offenses?\*  
(see attached)

15. If yes, what is the overall percentage of Level 1 offenses?  %

16. What is the overall percentage of Level 2 offenses?  %

17. What is the overall percentage of Level 3 offenses?  %

18. If no, please provide the top 5 arrest charges for foreign born criminals:

1:

2:

3:

4:

5:

19. Please provide the top 5 arrest charges for non-foreign born criminals:

1:

2:

3:

4:

5:



### Foreign-Born Gang Members

20. Does your Agency encounter foreign-born gang members?\*

Yes

21. If yes, what is the estimated number of foreign-born gang members in your jurisdiction?

100

22. Please rate this challenge in terms of your Agency's priorities.\*

4 - High Priority

23. Please provide any other relevant information.

Our corrections division has a very active Security Threat Group (STG). We have staff members specially trained in identification and verification of criminal gang members. This agency has identified foreign-born members of Sureno-13, Mexican Mafia, MS-13, Nortenos, Kurdish Pride, Brown Pride, Asian Pride, Johnny-Boys, Laos Boys, German Outlaw, and Triad.

### Fraudulent Immigration Documents

24. Does your Agency encounter fraudulent immigration documents, Social Security cards, visas, passports or similar documents suspected to be fraudulent?\*

Yes

25. If yes, what is the estimated number of fraudulent documents that your Agency typically encounters per month?

30

26. Please rate this challenge in terms of your Agency's priorities.\*

4 - High Priority

27. Please provide any other relevant information.

[Redacted area]





**Counterfeit Goods**

28. Does your Agency encounter counterfeit goods or goods that are suspected to be counterfeit?\*

Yes

29. If yes, what is the estimated number of counterfeit goods that your Agency typically encounters per month?

30

30. Please rate this challenge in terms of your Agency's priorities.\*

4 - High Priority

31. Please provide any other relevant information.

[Redacted area]

**Federal Seizure Authority**

32. Would it be beneficial for your Agency to use Federal seizure authorities for currency and / or property instead of your state's existing seizure statutes?\*

Yes

33. If your Agency is currently utilizing Federal seizure authorities for currency and / or property, with which Federal agency have you partnered to use such authorities?

FBI, DEA, ATF, USMS

34. Please rate this challenge in terms of your Agency's priorities.\*

4 - High Priority

35. Please provide any other relevant information.

[Redacted area]



Other Information

36. Does your agency help the local Fugitive Operations Team (FOT) identify alien fugitives who are incarcerated or living within your jurisdiction?\* Yes

37. If no, does your Agency want to support the local ICE FOT? [ ]

38. Does your Agency use blind booking to identify information about criminal alien inmates?\* Yes

39. Does your Agency use the National Law Enforcement Telecommunications System (NLETS) to perform Immigration Alien Queries (IAQs) on foreign-born arrests or incarcerated aliens?\* Yes

Delegation of Authority Programs

40. Does your Agency want to participate in the Title 8 Delegation of Authority Program (287(g))?\* Yes

Preliminary Terms & Conditions for Title 8 (287(g))

Please review the following terms and conditions for the Title 8 Delegation of Authority Program (287(g)). These terms and conditions are non-negotiable.

- Once trained, certified and while enforcing immigration law, Agency Officers will be supervised by an ICE employee;
-- Your Agency agrees to participate for two (2) years to ensure adequate training and cost effectiveness;
-- ICE reserves the right to restrict the number of aliens accepted to ensure that adequate housing and removal resources are available;
-- Upon completion of training, designated Agency Officers will be required to complete all of the following processes when they encounter an alien:
-- Interview and determine alienage;
-- Serve notification of rights I-826 or I-214;
-- Prepare an I-247, I-213, I-217 and any other appropriate documentation; and
-- Prepare the appropriate charging document I-862 I-871 or I-851.
-- The Agency must provide an office (or a sufficient work space) for the supervising ICE agent.

41. Does your Agency understand these terms and conditions?\* Yes

Please note that your answer is not binding, nor does it form any type of agreement or partnership with ICE.

42. Does the supervising Political Entity (if applicable) concur with the request for Title 8 (287(g))?\* Yes

43. How does your Agency intend to operate Title 8 (287(g))?\* Detention Model

44. Approximately how many aliens does the Agency expect to identify, process and turn over to ICE per month?\* 150

45. Is your Agency willing to consider a transportation function within the structure of an Intergovernmental Service Agreement (IGSA)?\* Yes





46. Is your Agency willing to send officers to training outside of your jurisdiction?\*

Yes

47. Please provide any other relevant information.

Our agency has been approved for 287g participation prior to this update of information.

48. Does your Agency want to participate in the Title 19 Delegation of Authority Program?\*

Yes

### Information Technology Disclosure for Titles 8 and 19

Should ICE and the LEA establish a memorandum of agreement (MOA) for Title 8 and/or Title 19, ICE will evaluate the Agency's technology systems and infrastructure. The results of this evaluation will determine whether new information technology (IT) needs to be installed at the LEA's facility.

- Equipment (computers, monitors) used to access ICE systems and databases must be located in a secure area.
- The equipment requires dedicated electrical power that is exclusively used to access the ICE systems and databases.
- If required, the requesting LEA will be responsible for installing any additional CAT 6 cabling in either the ceiling or conduits (e.g., if cabling is required from the circuit termination point to the system on which IDENT/ENFORCE will be accessed).
- Circuit installation may take up to 90 days from the time the order is submitted.

49. Does your Agency understand these terms and conditions?\*

Yes

Please note that your answer is not binding, nor does it form any type of agreement or partnership with ICE.



Section Two To be completed by agencies operating detention centers

Detention Facility Information

- 50. On average, how many inmates does your facility intake per year?\* 27,000
- 51. What is the average length of incarceration per inmate (days)?\* 15
- 52. On average, how many foreign-born inmates does your facility intake per year?\* 1,600
- 53. On average, how many detainees does ICE place on your alien inmates per month?\* 20
- 54. On average, how many Immigration Automated Queries (IAQ) does your Agency generate per month through the National Law Enforcement Telecommunications System (NLETS)?\* 2,250
- 55. Does your facility use video conferencing (VTC) technology?\* Yes
- 56. How does your facility submit fingerprints?\* Electronically
- 56 a. If both, provide percentage breakdown. Ink Cards: 0 % Electronically: 100 %
- 57. Do you scan and submit criminal arrest fingerprint cards to the state identification bureau or other facility(ies)?\* Yes
- 58. What percentage of your state's criminal arrest fingerprints are submitted electronically to the FBI?\* 100 %
- 59. How long after a subject enters a booking facility are their fingerprints submitted to the FBI?\* Less than 2 days
- 60. Has your Agency discussed exchanging detention data (incarceration, probation and parole information) with a ICE DRO field office for the purposes of identifying removable aliens and fugitive aliens?\* No
- 61. If yes, will your Agency allow ICE to access its proprietary information systems? Yes
- 62. Does your Agency have an Intergovernmental Service Agreement (IGSA) with ICE for detention purposes?\* No
- 63. If yes, what type of IGSA (e.g., under 72-hour / over 72-hour)? We are willing to participate



## Disclaimer

This assessment is in no way binding to ICE or the requesting Law Enforcement Agency. It does not guarantee a partnership between the two parties, nor does it ensure that services will be provided.

Signing below simply states that answers were provided to the best of the Law Enforcement Agency's ability.

Law Enforcement Agency  
Point of Contact Signature\*

**Terry Wilshire**

Digitally signed by Terry Wilshire  
DN: cn=Terry Wilshire, o=Knox County Sheriff's Office,  
ou=Corrections, email=terry.wilshire@knoxsheriff.org, c=US  
Date: 2016.12.02 09:49:19 -0500

Date\* Dec 02, 2016

*Electronic signature and submission (using the "Submit" button below) will be accepted as digital verification of the above data's validity*

Submit by Email

Print Form

# Exhibit 5: 2017 287(g) Agreement



## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Knox County Sheriff's Office (KCSO), pursuant to which ICE delegates to nominated, trained, certified, and authorized KCSO personnel the authority to perform certain immigration enforcement functions as specified herein. It is the intent of the parties that these delegated authorities will enable the KCSO to identify and process for removal, under ICE supervision, aliens in KCSO jail/correctional facilities who fall within ICE's civil immigration enforcement priorities. The KCSO and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

### **I. PURPOSE**

The purpose of this collaboration is to enhance the safety and security of communities by focusing resources on identifying and processing for removal aliens who fall into ICE's civil immigration enforcement priorities. This MOA sets forth the terms and conditions pursuant to which selected KCSO personnel (participating KCSO personnel) will be nominated, trained, and approved by ICE to perform certain functions of an immigration officer within the KCSO's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating KCSO personnel as members of the KCSO. However, the exercise of the immigration enforcement authority delegated under this MOA to participating KCSO personnel shall occur only as provided in this MOA.

### **II. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Public Law 107-296, authorizes the Secretary of DHS 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. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

### **III. POLICY**

This MOA sets forth the following: 1) the functions of an immigration officer that DHS is authorizing the participating KCSO personnel to perform; 2) the duration of the authority conveyed; 3) the supervisory requirements, including the requirement that participating KCSO personnel are subject to ICE supervision while performing immigration-related duties pursuant to this MOA; and 4) program information or data that the KCSO is required to collect as part of the operation of the program. For the purposes of this MOA, ICE officers will provide supervision for participating KCSO personnel only as to immigration enforcement functions as authorized in this MOA. The KCSO retains supervision of all other aspects of the employment and performance of duties by participating KCSO personnel.

ICE retains sole discretion in determining how it will manage its detention resources and

advance its mission. ICE will prioritize the detention of aliens in conformity with its civil immigration enforcement priorities. ICE reserves the right to detain aliens to the extent provided by law.

The KCSO is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which the KCSO has jurisdiction. Subject to its civil immigration enforcement priorities, ICE will assume custody of an alien for purposes of removal, only after said individual has been released from KCSO custody. The KCSO agrees to use its 287(g) authority in a manner consistent with ICE's civil immigration enforcement priorities.

#### **IV. DESIGNATION OF AUTHORIZED FUNCTIONS**

Approved participating KCSO personnel will be authorized to perform only those immigration officer functions that are set forth in the Standard Operating Procedures (SOP) in Appendix D to this MOA.

#### **V. OPTIONAL INTER-GOVERNMENTAL SERVICE AGREEMENTS**

ICE and the KCSO may enter into an Inter-Governmental Service Agreement (IGSA) pursuant to which the KCSO will continue to detain, for a reimbursable fee, aliens for immigration purposes, if ICE so requests, following completion of the alien's criminal incarceration. If ICE and the KCSO enter into an IGSA, the KCSO must meet applicable detention standards.

In addition to detention services, ICE and the KCSO may enter into an IGSA provide for transportation services relating to incarcerated aliens. Under a transportation IGSA, the KCSO will transport incarcerated aliens who have completed their criminal sentences to a facility or location designated by ICE, if ICE makes such a request. Reimbursement to the KCSO will occur only when the KCSO obtained prior ICE approval for the transportation. ICE will not reimburse if the KCSO did not obtain prior approval from ICE.

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

#### **VI. NOMINATION OF PERSONNEL**

The KCSO will nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens. All KCSO candidates shall have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, All KCSO candidates shall have experience supervising inmates, have been trained on maintaining the security of KCSO facilities, and have enforced rules and regulations governing inmate accountability and conduct. Candidates must also show an ability to meet and deal with people of differing backgrounds and behaviors.

The KCSO is responsible for conducting a criminal background check covering the last five

years for all nominated candidates. Upon request, the KCSO will provide all related information and materials it collected, referenced, or considered during the criminal background check for nominated candidates to ICE.

In addition to the KCSO background check, ICE will conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history questionnaire, and the candidate's disciplinary history (including allegations of excessive force or discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to exercise immigration enforcement functions under this MOA. Upon request by ICE, the KCSO will provide continuous access to disciplinary records of all candidates along with a written privacy waiver signed by the candidate allowing ICE to have continuous access to his or her disciplinary records.

The KCSO agrees to use due diligence to screen individuals nominated for training and agrees that individuals who successfully complete the training under this MOA will perform immigration officer functions authorized under section 287(g) of the INA for a minimum of two years. If KCSO personnel under consideration are in a collective bargaining unit, the KCSO must, prior to the execution of the MOA, have an agreement with the exclusive representative that allows the designated officers to remain in their position for a minimum of two years. This two-year requirement may be waived solely at the discretion of ICE for good cause in situations that involve, among other things, imminent promotion, officer career development, and disciplinary actions. Failure by the KCSO to fulfill this commitment could jeopardize the terms of this MOA.

All KCSO candidates must be approved by ICE and must be able to qualify for access to the appropriate DHS and ICE databases/systems and associated applications. Should a candidate not be approved, a qualified substitute candidate may be submitted. Any future expansion in the number of participating KCSO personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

## **VII. TRAINING OF PERSONNEL**

Before participating KCSO personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete the Immigration Authority Delegation Program (IADP) training provided by ICE. IADP training will be taught by ICE instructors and tailored to the immigration enforcement functions to be performed. Each KCSO nominee must pass each IADP examination with a minimum score of 70 percent to receive certification. If an KCSO nominee fails to attain a 70-percent rating on an examination, the KCSO nominee will have 1 opportunity to review the testing material and re-take a similar examination. During the entirety of the IADP, the KCSO nominee will be offered a maximum of 1 remedial examination. Failure to achieve a 70-percent rating on any 2 examinations (inclusive of any remedial examination), will result in the disqualification of the KCSO nominee and discharge of the nominee from the IADP.

Training will include, among other topics: (i) discussion of the terms and limitations of this MOA; (ii) the scope of delegated immigration officer authority; (iii) relevant immigration laws; (iv) ICE's civil immigration enforcement priorities, including prosecutorial discretion; (v); civil rights laws; (vi) the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, and related DHS guidance; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) obligations related to consular notification concerning the arrest or detention of foreign nationals.

Participating KCSO personnel will also be required to complete refresher training, Immigration Authority Delegation Refresher Program (IADRP), every two years, and any additional training required by ICE on relevant administrative, legal, and operational issues related to the performance of immigration officer functions.

ICE will review the training requirements annually and reserves the right to amend them.

Trained KCSO personnel will receive a DHS email account and access to the necessary DHS systems and associated applications. The use of the information technology (IT) infrastructure and the DHS/ICE IT security policies are defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer (CISO) and the KCSO's Designated Accreditation Authority (DAA). The KCSO agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the IT policies and rules of behavior for each user granted access to the DHS network and applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

## **VIII. CERTIFICATION AND AUTHORIZATION**

Upon successful completion of IADP training, KCSO personnel shall be deemed "certified" under this MOA.

On a yearly basis, ICE will certify in writing the names of those KCSO personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) in New Orleans will provide the participating KCSO personnel a signed authorization letter allowing the named KCSO personnel 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 letter to the KCSO. Only those certified KCSO personnel who receive authorization letters issued by ICE and whose immigration enforcement efforts are overseen by an ICE supervisor may conduct immigration officer functions described in this MOA.

Along with the authorization letter, ICE will issue the certified KCSO personnel official immigration officer credentials. Upon receipt of the credentials, KCSO personnel will provide ICE a signed receipt of the credentials on the ICE Record of Receipt – Property Issued to Employee (Form G-570). Participating KCSO personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by



ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating KCSO employee ceases his/her participation, or when deemed necessary by the ICE FOD in New Orleans.

Authorization of participating KCSO personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains. Such withdrawal may be effectuated immediately upon notice to the KCSO. The KCSO and the ICE FOD in New Orleans will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The KCSO will notify ICE within 48 hours of when participating KCSO personnel cease their participation in the 287(g) program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials and termination of user account access to the appropriate DHS and ICE databases/systems and associated applications.

#### **IX. COSTS AND EXPENDITURES**

The KCSO is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. The KCSO is responsible for the salaries and benefits, including overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating KCSO personnel while they are receiving training. The KCSO will cover the costs of all KCSO personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The KCSO remains responsible for paying salaries and benefits of the selected personnel.

ICE will provide instructors and training materials.

Subject to the availability of funds, ICE will be responsible for the purchase, installation, and maintenance of technology (computer/Integrated Automated Fingerprint Identification System/Photo and similar hardware/software) necessary to support the immigration enforcement functions of participating KCSO personnel at each KCSO facility with an active 287(g) program. Only participating KCSO personnel certified by ICE may use this equipment. ICE will also provide the necessary technological support and software updates for use by participating KCSO 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 FOD in New Orleans.

The KCSO is responsible for covering all expenses at the KCSO facility regarding cabling and

power upgrades. If the connectivity solution for the KCSO is determined to include use of the KCSO's own communication lines - (phone, DSL, site owned T-1/T-3, etc.), the KCSO will be responsible for covering any installation and recurring costs associated with the KCSO line.

The KCSO is responsible for providing all administrative supplies, such as paper, toner, pens, pencils, or other similar items necessary for normal office operations. The KCSO is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints and flexi cuffs, etc.

Also, if requested by ICE, the KCSO will provide at no cost to ICE, an office within participating KCSO facilities from which ICE supervisory employees can work.

## **X. ICE SUPERVISION**

Immigration enforcement activities conducted by the participating KCSO personnel will be supervised and directed by ICE supervisory officers. Participating KCSO personnel are not authorized to perform immigration officer functions except when working under the supervision or guidance of ICE. Additional supervisory and administrative responsibilities are specified in the SOP in Appendix D.

The actions of participating KCSO 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 training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating KCSO personnel only as to immigration enforcement functions conducted in conjunction to this authority. The KCSO retains supervision of all other aspects of the employment of and performance of duties by participating KCSO personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating KCSO personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the KCSO with the applicable DHS and ICE policies.

However, when engaged in immigration enforcement activities, no participating KCSO personnel will be expected or required to violate or otherwise fail to maintain the KCSO'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 KCSO's rules, standards, or policies, the conflict shall be promptly reported to the points of contact listed in Appendix A who shall attempt to resolve the conflict.

## **XI. REPORTING REQUIREMENTS**

The KCSO will provide statistical or aggregated arrest data to ICE, as requested by ICE. The KCSO will also provide specific tracking data and/or any information, documents, or evidence

related to the circumstances of a particular arrest upon request. ICE may use this data to compare and verify ICE's own data, and to fulfill ICE's statistical reporting requirements, or to assess the progress and success of the KCSO's 287(g) program.

## **XII. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the KCSO will be responsible and bear the costs of participating KCSO personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating KCSO personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating KCSO personnel will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. *See* 8 U.S.C. § 1357(g)(8).

Participating KCSO personnel named as defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. KCSO personnel who wish to submit a request for representation shall notify the local ICE Office of the Chief Counsel at 1250 Poydras St., New Orleans, LA 70113. The Office of the Chief Counsel in turn will notify the ICE Headquarters Office of the Principal Legal Advisor (OPLA), which will assist KCSO personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g); and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. Subject to DHS Policy, ICE may defend or indemnify acts of intentional misconduct on the part of the participating KCSO personnel only to the extent authorized by law.

The KCSO agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating KCSO employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The KCSO agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any KCSO 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), and its progeny.

As the activities of participating KCSO personnel under this MOA are undertaken under Federal authority, the participating KCSO 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 govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The KCSO and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

### **XIII. COMPLAINT PROCEDURES**

The complaint reporting procedure for allegations of misconduct by participating KCSO personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

### **XIV. CIVIL RIGHTS STANDARDS**

Participating KCSO personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014," and Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance.

### **XV. INTERPRETATION SERVICES**

Participating KCSO 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 KCSO, as needed.

The KCSO will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. Participating law enforcement personnel will be instructed on the proper administrative procedures to follow to obtain the services of an interpreter. A qualified interpreter, which may include KCSO personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records.

### **XVI. COMMUNICATION**

The ICE FOD in New Orleans, and the KCSO shall meet at least annually, and as needed, to review and assess the immigration enforcement activities conducted by the participating KCSO personnel, and to ensure compliance with the terms of this MOA. When necessary, ICE and the

KCSO may limit the participation of these meetings in regards to non-law enforcement personnel. The attendees will meet in New Orleans at locations to be agreed upon by the parties, or via teleconference. The 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 immigration enforcement activity in New Orleans. An initial review meeting will be held no later than nine months after certification of the initial class of participating KCSO personnel under Section VII, above.

## **XVII. COMMUNITY OUTREACH**

The KCSO will, as necessary, engage in Steering Committee meetings and may engage in other community outreach with individuals and organizations expressing an interest in this MOA. ICE may participate in such outreach upon the KCSO's request. Nothing in this MOA shall limit ICE's own community outreach efforts.

## **XVIII. RELEASE OF INFORMATION TO THE MEDIA AND OTHER THIRD PARTIES**

The KCSO 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. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the KCSO is authorized to do the same.

The KCSO hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the KCSO must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the KCSO for this purpose are identified in Appendix C. For releases of information to all other parties, the KCSO must coordinate in advance of release with the applicable ICE Field Office.

Information obtained or developed as a result of this MOA, including any documents created by the KCSO that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the KCSO has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE supervisor prior to releases to all other parties.

KCSO questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE supervisor.

Appendix B to this MOA describes the complaint procedures available to members of the public regarding actions taken by participating KCSO personnel pursuant to this agreement.

## **XIX. MODIFICATIONS TO THIS MOA**

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix D shall be done in accordance with the procedures outlined in the SOP.

## **XX. POINTS OF CONTACT**

ICE and the KCSO points of contact for purposes of this MOA are identified in Appendix A. Points of contact (POC) can be updated at any time by providing a revised Appendix A to the other party to this MOA.

## **XXI. DURATION AND TERMINATION OF THIS MOA**

This MOA will remain in effect from the date of signing to June 30, 2019 unless terminated earlier by either party. Prior to the expiration of the effective period, ICE and the KCSO shall review the MOA for consideration whether to modify, extend, or permit the MOA to lapse. During the MOA's effective period, either party, upon written notice to the other party, may terminate or suspend the MOA at any time. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the KCSO and termination or suspension shall take effect immediately upon receipt of such notice. Notice of termination or suspension by the KCSO shall be given to the ICE FOD in New Orleans and termination or suspension shall take effect immediately upon receipt of such notice. Upon a subsequent demonstration of need, all costs to reinstate access to such authorities and/or program services will be incurred by the KCSO.

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.

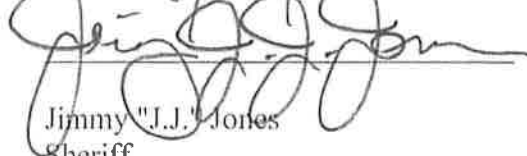
By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

Date: JUN 15 2017



Matthew Albence  
Executive Associate Director  
Enforcement and Removal Operations  
U.S. Immigration and Customs Enforcement  
Department of Homeland Security

Date: 6/13/17



Jimmy "J.J." Jones  
Sheriff  
Knox County Sheriff's Office  
400 W Main Street  
Knoxville, TN 37902

**APPENDIX A**  
**POINTS OF CONTACT**

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

For the KCSO:

Sheriff Jimmy "J.J." Jones  
400 W Main Street  
Knoxville, TN 37902

For ICE Enforcement and Removal Operations (ERO):

Elvira Acuna  
Program Manager  
ICE/ERO  
1250 Poydras  
New Orleans, LA 70113



## APPENDIX B

### COMPLAINT PROCEDURE

This Memorandum of Agreement (MOA) is between the U.S. Department of Homeland Security's U.S. Immigration and Customs Enforcement (ICE) and the Knox County Sheriff's Office, (KCSO), pursuant to which selected KCSO personnel are authorized to perform immigration enforcement duties in specific situations under Federal authority. As such, the training, supervision, and performance of participating KCSO personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' 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, certification, and authorization of certain KCSO 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 KCSO and be handled in accordance with the KCSO's applicable rules, policies, and procedures.

If any participating KCSO personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the KCSO shall, to the extent allowed by State law, notify ICE within 48 hours of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be promptly reported to ICE. The ICE notifications must be made locally to the ICE FOD in New Orleans and to the ICE Office of Professional Responsibility (OPR) via the Joint Intake Center (JIC) at [JointIntake@cbp.dhs.gov](mailto:JointIntake@cbp.dhs.gov). Complaints regarding the exercise of immigration enforcement authority by participating KCSO personnel shall be handled as described below.

The KCSO will also handle complaints filed against KCSO personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Further, any such complaints regarding non-designated KCSO personnel must be forwarded to the JIC.

In order to simplify the process for the public, complaints against participating KCSO personnel relating to their immigration enforcement can be made according to the procedures outlined below.

## **1. Complaint and Allegation Reporting Procedures**

Complaint reporting procedures shall be disseminated by the KCSO within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that all individuals are aware of the availability of such procedures. Such material must include up-to-date contact information necessary to file the complaint.

Complaints will be accepted from any source (e.g., ICE, KCSO, participating KCSO personnel, inmates, and the public). ICE will immediately forward a copy of the complaint to the DHS Office for Civil Rights and Civil Liberties (CRCL).

Complaints can be reported to Federal authorities as follows:

- A. Telephonically to the DHS Office of the Inspector General (DHS OIG) at the toll free number 1-800-323-8603, or
- B. Telephonically to the ICE OPR at the Joint Intake Center (JIC) in Washington, D.C., at the toll-free number 1-877-246-8253, email [JointIntake@cbp.dhs.gov](mailto:JointIntake@cbp.dhs.gov), or
- C. Via mail as follows:
  - Department of Homeland Security
  - U.S. Immigration and Customs Enforcement
  - Office of Professional Responsibility
  - P.O. Box 14475
  - Pennsylvania Avenue NW
  - Washington D.C. 20044

## **2. Review of Complaints**

All complaints or allegations (written or oral) reported to the KCSO directly that involve KCSO personnel with ICE delegated authority will be reported to ICE OPR via the JIC. ICE OPR will verify participating personnel status under the MOA with the assistance of the ICE Headquarters. Complaints received by any ICE entity will be reported directly to ICE OPR as per existing ICE policies and procedures.

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

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

## **3. Complaint and Allegations Resolution Procedures**

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

**A. Referral of Complaints or Allegations to the KCSO's Internal Investigations Unit.**

The ICE OPR will refer complaints, as appropriate, involving KCSO personnel to the KCSO's Internal Investigations Unit for resolution. The facility commander will inform ICE OPR of the disposition and resolution of any complaints or allegations against KCSO's participating officers.

**B. Interim Action Pending Complaint Resolution**

When participating KCSO personnel are under investigation for any reason that could lead to disciplinary action, demotion, or dismissal, or are alleged to have violated the terms of this MOA, ICE may suspend or revoke an individual's immigration enforcement authority and have that individual removed from participation in the activities covered under the MOA.

**C. Time Parameters for Resolution of Complaints or Allegations**

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

**D. Notification of Resolution of a Complaint or Allegation**

ICE OPR will coordinate with the KCSO's Internal Investigations Unit to ensure notification as appropriate to the JIC, the subject(s) of a complaint, and the person filing the complaint regarding the resolution of the complaint.

These Complaint Reporting and Allegation Procedures are ICE's internal policy and may be supplemented or modified by ICE unilaterally. ICE will provide KCSO with written copies of any such supplements or modifications. These Complaint Reporting and Allegation Procedures apply to ICE and do not restrict or apply to other investigative organizations within the federal government.

## **APPENDIX C**

### **PUBLIC INFORMATION POINTS OF CONTACT**

Pursuant to Section XVIII of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by the ICE Privacy Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the KCSO:

Martha Dooley  
400 W Main Street  
Knoxville, TN 37902  
865-556-3056

For ICE:

Public Affairs Office  
Office of Public Affairs and Internal Communication  
U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Washington, DC 20536  
202-732-4242  
[icemedia@ice.dhs.gov](mailto:icemedia@ice.dhs.gov)

## APPENDIX D

### STANDARD OPERATING PROCEDURE (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the 287(g) delegation of authority program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the KCSO.

Pursuant to this MOA, the KCSO has been delegated authorities under the Jail Enforcement Officer (JEO) model as outlined below. A 287(g) JEO model is designed to identify and process aliens amenable for removal within the KCSO's jail/correctional facilities pursuant to ICE's civil immigration enforcement priorities

#### Prioritization:

ICE retains sole discretion in determining how it will manage its limited resources and meet its mission requirements. To ensure resources are managed effectively, ICE requires the KCSO to also manage its resources dedicated to 287(g) authority under the MOA. To that end, the KCSO shall follow ICE's civil immigration enforcement priorities.

#### Authorized Functions:

Participating KCSO personnel performing immigration-related functions pursuant to this MOA will be KCSO officers assigned to detention operations supported by ICE. Those participating KCSO personnel will exercise their immigration-related authorities only during the course of their normal duties while assigned to KCSO jail/correctional facilities. Participating KCSO personnel will identify and process for removal aliens in KCSO jail/correctional facilities who fall within ICE's civil immigration enforcement priorities .

Participating KCSO personnel are delegated only those authorities listed below:

- The power and authority to interrogate any person detained in the participating law enforcement agency's detention center who the officer believes to be an alien about his or her right to be or remain in the United States, 8 U.S.C. § 1357(a)(1) and 8 C.F.R. § 287.5(a)(1), and to process for immigration violations any removable alien or those aliens who have been arrested for violating a Federal, State, or local offense;
- The power and authority to serve warrants of arrest for immigration violations pursuant to 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3);
- The power and authority to administer oaths and to take and consider evidence, 8 U.S.C § 1357(b) and 8 C.F.R. § 287.5(a)(2), to complete required 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, 8 U.S.C. §§ 1225(b)(1), 1228, 1229, and 1231(a)(5); 8 C.F.R. §§ 235.3, 238.1, 239.1, and 241.8, including the preparation of a Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer;
- The power and authority to issue immigration detainers, 8 U.S.C. §§ 1226 and 1357, and 8 C.F.R. § 287.7, and I-213, Record of Deportable/Inadmissible Alien, for processing aliens; and
- The power and authority to detain and transport, 8 U.S.C. § 1357(g)(1) and 8 C.F.R. § 287.5(c)(6), arrested aliens subject to removal to ICE-approved detention facilities.

As previously noted in this Appendix, ICE requires the KCSO to follow ICE's civil immigration enforcement priorities.

**Additional Supervisory and Administrative Responsibilities:**

Immigration enforcement activities conducted by the participating KCSO personnel will be supervised and directed by ICE supervisory officers. Participating KCSO personnel are not authorized to perform immigration officer functions except when working under the supervision or guidance of ICE. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

When issuing any immigration detainer, participating KCSO personnel must follow applicable DHS and ICE policies, and must notify the ICE supervisor of any immigration detainer issued under the authority conferred by the MOA within 24 hours.

The KCSO shall coordinate transportation of detainees processed under the authority conferred by the MOA in a timely manner, in accordance with the MOA and/or IGSA.

All alien processing in applicable ICE databases/systems and associated applications must be completed in accordance with established ICE policies and guidance.

The KCSO is responsible for ensuring proper record checks have been completed, obtaining the necessary court/conviction documents, and ensuring that the alien is served with the appropriate charging documents.

The KCSO must report all encounters with asserted or suspected claims of U.S. citizenship to the ICE FOD in New Orleans through their chain of command within one hour of the claim. The FOD shall make the appropriate notification to ERO headquarters.

On a regular basis, the ICE supervisors are responsible for conducting an audit of the processing entries and records made by the KCSO's officers. Upon review and auditing of the entries and records, if errors are found, the ICE supervisor will communicate those errors in a timely manner to the responsible official for the KCSO and ensure that steps are taken to correct, modify, or prevent the recurrence of errors that are discovered.

Administrative files (A-files) are Federal records, subject to the Federal Records Act and applicable Federal confidentiality statutes. It follows that the utilization and handling of the A-files must be consistent with applicable laws and DHS and ICE policy. The ICE supervisor is responsible for requesting A-files and reviewing them for completeness. A-files can be maintained at an KCSO facility as long as there are ICE personnel assigned to that facility and the personnel have a work area where documents can be adequately secured and stored by ICE personnel. Representatives from DHS must be permitted access to the facility where ICE records are maintained.

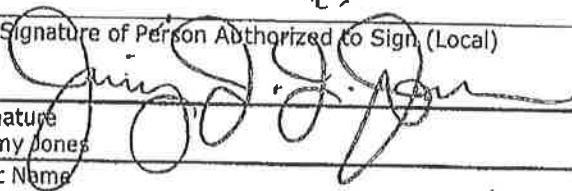
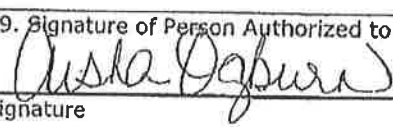
# Exhibit 6: Knox County IGSA





**U.S. Department of Justice  
United States Marshals Service  
Prisoner Operations Division**

**Detention Services  
Intergovernmental Agreement**

1. Agreement Number 74-13-0015	2. Effective Date See Block 19	3. Facility Code(s) 4HH	4. DUNS Number 025897559
5. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division 2604 Jefferson Davis Highway Alexandria, VA 22301-1025		6. Local Government Knox County Sheriff's Detention Facility 5001 Maloneyville Road Knox, TN 37902  Tax ID#: 62-6007979	
7. Appropriation Data  15-1020/X		8. Local Contact Person  Terry Wilshire, Captain 9. Telephone: 865-281-6706 Fax: Email: terry.wilshire@knoxsheriff.org	
<b>Services</b>		<b>Estimated Number of Federal Beds</b>	<b>Per Diem Rate</b>
10. This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.		11.  Male: 40      Female: 10  Total: 50	12.  \$67.00
13a. Optional Guard/Transportation Services to:  <input checked="" type="checkbox"/> Medical Facility <input type="checkbox"/> Other _____  <input checked="" type="checkbox"/> U.S. Courthouse  <input type="checkbox"/> JPATS  13b. <input type="checkbox"/> Department of Labor Wage Determination		14.  Guard/Transportation Hourly Rate: \$ N/A  Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.	
15. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		16. Signature of Person Authorized to Sign (Local)   Signature Jimmy Jones Print Name  Sheriff Date 10/18/13	
17. Federal Detainee Type Authorized  <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	18. Other Authorized Agency User  <input type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal)   Signature Aisha Ogburn Print Name Grant Specialist Title Date 10/29/2013	

RECEIVED  
 2013 OCT 31 PM 12:01  
 U.S. MARSHALS SERVICE  
 KNOXVILLE, TN

Authority ..... 3  
Purpose of Agreement and Security Provided ..... 3  
Period of Performance and Termination ..... 3  
Assignment and Outsourcing of Jail Operations ..... 4  
Medical Services ..... 4  
Affordable Care Act ..... 5  
Receiving and Discharge of Federal Detainees ..... 6  
Optional Guard/Transportation Services to Medical Facility ..... 6  
Optional Guard/Transportation Services to U.S. Courthouse ..... 7  
Optional Guard/Transportation Services to Justice Prisoner & Allen Transportation System (JPATS) ..... 7  
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### **Authority**

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and Knox County **Knox County Sheriff's Detention Facility** (hereinafter referred to as "Local Government"), who hereby agree as follows:

### **Purpose of Agreement and Security Provided**

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **Knox County Sheriff's Detention Facility, 5001 Maloneyville Road, Knoxville, TN 37902** (hereinafter referred to as "the Facility") designated in #6 page 1.

The population (hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement (see attached).

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

### **Period of Performance and Termination**

This Agreement is effective upon the date of signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at

Handwritten initials for the Local Government and Federal Government. The Local Government initials are 'JG' and the Federal Government initials are 'JG'.

least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

### **Assignment and Outsourcing of Jail Operations**

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

### **Medical Services**

The Local Government shall provide Federal detainees with the same level and range of care **inside** the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such



an event, the Local Government shall notify the Federal Government Immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards ([www.usmarshals.gov/prisoner/standards.htm](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall Immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

#### **Affordable Care Act**

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act, The Affordable Care Act website is located at <http://www.hhs.gov/opa/affordable-care-act/>.

gg  
[Signature]

### Receiving and Discharge of Federal Detainees

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

### Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **sixty (60) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

*[Handwritten initials]*

### **Optional Guard/Transportation Services to U.S. Courthouse**

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **sixty (60) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

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*J.D.*

Agreement Number 74-13-0015

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #14 on page one (1) of this Agreement. After **sixty (60) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Special Notifications**

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

### **Special Management Inmates and Suicide Prevention**

The Local Government shall have written policy, procedure, and practice require that all special management inmates are personally observed by a correctional officer twice per hour, but no more than 40 minutes apart, on an irregular schedule. Inmates who are violent or mentally disordered or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal inmates are under constant observation.

Local Government (initial): *JD*  
Federal Government (initial): *EDW*



The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

**Prisoner Rape Elimination Act (PREA)**

The Facility must post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

**Service Contract Act**

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <http://www.dol.gov/oasam/regs/statutes/351.htm>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #13b on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

**Per-Diem Rate**

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the Independent Federal Government estimate for detention services, otherwise known as the Core Rate;



2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #12 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **Knox County Sheriff's Detention Facility** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for thirty-six (36) months. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After **sixty (60) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

#### **Billing and Financial Provisions**

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

**United States Marshals Service  
Eastern District of Tennessee  
Howard H. Baker, Jr U.S. Courthouse  
Knoxville, TN 37902  
865-545-4182**

**ICE-Enforcement and Removal Operations  
1250 Poydras, Suite 325  
New Orleans, LA 70113  
504-599-7800**

*[Handwritten initials]*

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

### **Payment Procedures**

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

### **Hold Harmless**

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

### **Disputes**

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

### **Inspection of Services**

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government

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*J.D.*

inspectors, to include approved Federal contractors, in accordance with the Core Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

**Modifications**

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

**Litigation**

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Handwritten initials for the Local Government and Federal Government, appearing as stylized signatures or initials.

## Rape Elimination Act Reporting Information

### SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

### Definitions

#### A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and/or communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

#### B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

#### C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

### Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

### Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

### Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

### Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

*[Handwritten initials]*

Agreement Number 74-13-0015

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the  
Federal Detention Trustee  
Washington, DC

Published February 2008


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>		1. REQUISITION NUMBER		PAGE OF 1 16	
2. CONTRACT NO. 74-13-0015		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER	
5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MICHELLE BRITTON		b. TELEPHONE NUMBER (No collect calls) 202-732-2773	
8. OFFER DUE DATE/LOCAL TIME		9. ISSUED BY ICE/DCR		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:	
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 930 WASHINGTON DC 20536		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO ICE Enforcement & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536		16. ADMINISTERED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 930 WASHINGTON DC 20536		17a. CONTRACTOR OFFEROR CODE 0258975590000 FACILITY CODE	
17b. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FOD-FNL Williston VT 05495-1620		18a. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FOD-FNL Williston VT 05495-1620		18b. PAYMENT WILL BE MADE BY CODE ICE-ERO-FOD-FNL	
19a. CONTRACTOR OFFEROR TELEPHONE NO. 8652577753		19b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		19c. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	DUNS Number: 025897559 Contracting Officer Representative (COR): Marc Gladden, Marc.G.Gladden@ice.dhs.gov Alternate COR: Melissa Nugent, Melissa.A.Nugent@ice.dhs.gov Contracting Officer: Benjamin Shih, Benjamin.Shih@ice.dhs.gov Contracting Specialist: Michelle Britton, Michelle.Britton@ice.dhs.gov  The purpose of this is to add an existing (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) BENJAMIN SHIH		
30b. NAME AND TITLE OF SIGNER (Type or print) Jimmy H. Jones, Sheriff		30c. DATE SIGNED 7/19/18		31b. NAME OF CONTRACTING OFFICER (Type or print) BENJAMIN SHIH	
31c. DATE SIGNED					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Marshall Service Agreement to PRISM so that funded Task Orders can be created using G-514 can be created. Exempt Action: Y Sensitive Award: PII Delivery: 30 Days After Award  Bed Day Rate at \$67.00 Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  The obligated amount of award: \$0.00. The total for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN


RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE      32c. DATE      32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32a. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE      32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER      34. VOUCHER NUMBER      35. AMOUNT VERIFIED CORRECT FOR      36. PAYMENT      37. CHECK NUMBER  
 PARTIAL     FINAL       COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NUMBER      39. S/R VOUCHER NUMBER      40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT      42a. RECEIVED BY (Print)  
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER      41c. DATE      42b. RECEIVED AT (Location)  
      June 28, 2018      42c. DATE REC'D (YY/MM/DD)      42d. TOTAL CONTAINERS



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PAGE OF 1 16  
 2. CONTRACT NO. 74-13-0015  
 3. AWARD/EFFECTIVE DATE  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER  
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6), (b)(7)(C)  
 b. TELEPHONE NUMBER (No collect calls) 202-732 (b)(6), (b)(7)(C)  
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE ICE/DCR  
 ICE/Detention Compliance & Removals  
 Immigration and Customs Enforcement  
 Office of Acquisition Management  
 801 I Street, NW Suite (b)(6), (b)(7)(C)  
 WASHINGTON DC 20536  
 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB  8(A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE  
 12. DISCOUNT TERMS (b)(4)  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING  
 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE ICE/ERO  
 ICE Enforcement & Removal  
 Immigration and Customs Enforcement  
 801 I Street, NW  
 Suite (b)(6), (b)(7)(C)  
 Washington DC 20536  
 16. ADMINISTERED BY CODE ICE/DCR  
 ICE/Detention Compliance & Removals  
 Immigration and Customs Enforcement  
 Office of Acquisition Management  
 801 I Street, NW Suite (b)(6), (b)(7)(C)  
 WASHINGTON DC 20536

17a. CONTRACTOR/OFFEROR CODE 0258975590000 FACILITY CODE  
 KNOX COUNTY OF  
 A/TN (b)(6), (b)(7)(C)  
 400 WEST MAIN STREET  
 STE L165  
 KNOXVILLE TN 37902  
 TELEPHONE NO. 8652577753  
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18a. PAYMENT WILL BE MADE BY CODE ICE-ERO-FOD-FNI  
 DHS, ICE  
 Burlington Finance Center  
 P.O. Box 1620  
 Attn: ICE-ERO-FOD-FNI,  
 Williston VT 05495-1620

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 025897559 Contracting Officer Representative (COR): (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) Alternate COR: (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) Contracting Officer: (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) Contracting Specialist: (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) The purpose of this is to add an existing (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  
 29. AWARD OF CONTRACT: \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b)(6), (b)(7)(C)  
 30. DATE SIGNED 11/26/2018

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>Marshall Service Agreement to PRISM so that funded Task Orders can be created using G-514 can be created.</p> <p>Exempt Action: Y Sensitive Award: PII</p> <p>Delivery: 30 Days After Award</p> <p>Bod Day Rate at (b)(4)</p> <p>Obligated Amount: \$0.00</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>The obligated amount of award: \$0.00. The total for this award is shown in box 26.</p> <p>Contract No.: <u>                    </u></p> <p>(b)(6), (b)(7)(C) <b>L FORM</b></p> <p>Knox County Law Director      Date</p>				

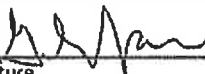
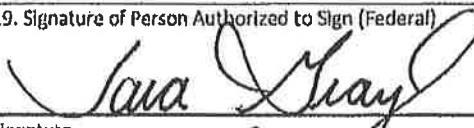
32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

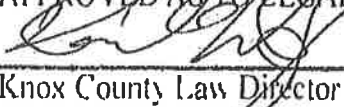
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE (b)(6), (b)(7)(C)		32c. DATE 11/19/18	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. AUTHORIZED GOVERNMENT REPRESENTATIVE 400 Main Street, Suite 615 Knoxville, TN 37902		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER (b)(6), (b)(7)(C)		41c. DATE June 28, 2018	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YYMMDD)	42d. TOTAL CONTAINERS	

U.S. Department of Justice  
 United States Marshals Service  
 Prisoner Operations Division

Detention Services  
 Intergovernmental Agreement

1. Agreement Number 74-13-0015	2. Effective Date October 1, 2019	3. Facility Code(s) 4HH	4. DUNS Number 025897559
5. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 <sup>rd</sup> Floor Washington, DC 20530-0001		6. Local Government  KNOX COUNTY SHERIFF'S DETENTION FACILITY 5001 Maloneyville Road Knoxville, TN 37902  Tax ID#: 62-6007979	
7. Appropriation Data  15-1020/X	8. Local Contact Person: E-mail: Telephone:	Bobby Russel, Superintendent <a href="mailto:bobby.russell@wvarl.org">bobby.russell@wvarl.org</a> (540) 378-3701	
9. Services	10. Estimated Number of Federal Beds	11. Per Diem Rate	
This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.	Male: 40 Female: 10 Juvenile: _____ Total: 50	\$83.00 for 48 months	
12. Guard/Transportation Hourly Rate	13. Optional Guard/Transportation Services		
Guard/Transportation Hourly Rate: 50.00  Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.	<input checked="" type="checkbox"/> Medical <input type="checkbox"/> Other <input checked="" type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS <input checked="" type="checkbox"/> Encompassed - Per diem rate is not paid when an inmate stays overnight in the hospital.		
14. Department Of Labor Wage Determination			
<input type="checkbox"/> Wages Incorporated _____			
15. Local Government Certification		16. Signature of Person Authorized to Sign (Local)	
To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.		 Signature Glenn Jacobs Print Name Mayor Title 10/01/19 Date	
17. Federal Detainee Type Authorized	18. Other Authorized Agency User	19. Signature of Person Authorized to Sign (Federal)	
<input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	<input type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE <input type="checkbox"/> Other _____	 Signature Tara Gray Print Name Grants Specialist Title 10/2/19 Date Contract No.: 19-6013	

APPROVED AS TO LEGAL FORM

  
 Knox County Law Director    10/1/19  
 Date

Authority..... 3  
Purpose of Agreement and Security Provided ..... 3  
Period of Performance and Termination ..... 3  
Assignment and Outsourcing of Jail Operations ..... 4  
Medical Services..... 4  
Affordable Care Act ..... 5  
Receiving and Discharge of Federal Detainees..... 5  
Optional Guard/Transportation Services to Medical Facility ..... 6  
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**Authority**

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and KNOX COUNTY SHERIFF'S DETENTION FACILITY (hereinafter referred to as "Local Government"), who hereby agree as follows:

**Purpose of Agreement and Security Provided**

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the KNOX COUNTY SHERIFF'S DETENTION FACILITY, 5001 MALONEYVILLE ROAD, KNOXVILLE, TN 37902 (hereinafter referred to as "the Facility") designated in #6 page 1.

The population(hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their Immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Federal Performance Based Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

**Period of Performance and Termination**

This Agreement is effective upon the date of on page 1 in block #2 and signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

### Assignment and Outsourcing of Jail Operations

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

### Medical Services

The Local Government shall provide Federal detainees with the same level and range of care **inside** the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service. **Note:** The facility will be allowed to submit pharmacy claims for Hepatitis, HIV and Prenatal prescriptions for USMS prisoners through the USMS Prisoner Pharmacy Program for payment.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider not the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards ([www.usmarshals.gov/prisoner/standards.htm](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with the Federal Performance Based Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

#### **Affordable Care Act**

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act. The Affordable Care Act website is located at <http://www.hhs.gov/healthcare/about-the-aca/index.html>.

#### **Receiving and Discharge of Federal Detainees**

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

### **Optional Guard/Transportation Services to Medical Facility**

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After forty-eight (48), if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Optional Guard/Transportation Services to U.S. Courthouse**

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After forty-eight (48) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.



**Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #12 on page one (1) of this Agreement. After forty-eight (48) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

**Special Notifications**

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

**Restrictive Housing and Suicide Prevention**

The Local Government shall have written policies, procedures, and practices requiring that all detainees in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than 40

minutes apart, on an irregular schedule. Detainees who are violent or mentally ill or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal detainees are under constant observation.

The Local Government shall immediately notify the concerned Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. The report shall be submitted to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

For the purposes of this Agreement, "restrictive housing" means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this Agreement, "vulnerable population" means juveniles and individuals with serious mental illness.

#### **Prison Rape Elimination Act (PREA)**

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

#### **Service Contract Act**

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <http://www.dol.gov/oasam/regs/statutes/351.htm>.

#### **Federal Acquisition Regulation Clause(s):**

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

Agreement Number 74-13-0015

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #14 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

#### Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided Jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #11 on page (1) of this agreement, and shall not be subject to adjustment on the basis of KNOX COUNTY SHERIFF'S DETENTION FACILITY actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **forty-eight (48) months**. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After **forty-eight (48) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the United States Marshals Service (USMS) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

#### Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Agreement Number 74-13-0015

Addresses for the components are:

**United States Marshals Service**  
**Eastern District of Tennessee**  
**Howard H. Baker Jr. U.S. Courthouse**  
**800 Market Street, Suite 320**  
**Knoxville, TN 37902**  
**(865) 545-4182**

**U.S. Immigration and Customs Enforcement**  
**New Orleans Field Office**  
**1250 Poydras, Suite 325**  
**New Orleans, LA, 70113**  
**Phone: (504) 599-7800**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

#### **Payment Procedures**

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

### Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

### Disputes

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

### Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Federal Performance Based Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

### Modifications

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

### Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

## Rape Elimination Act Reporting Information

### SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

### Definitions

#### A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and/or communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

#### B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

#### C. Staff Sexual Misconduct Is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

### Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

### Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

### Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Agreement Number 74-13-0015

**Report All Assaults!**

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

**Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.**

A publication of the Office of the  
Federal Detention Trustee  
Washington, DC

Published February 2008

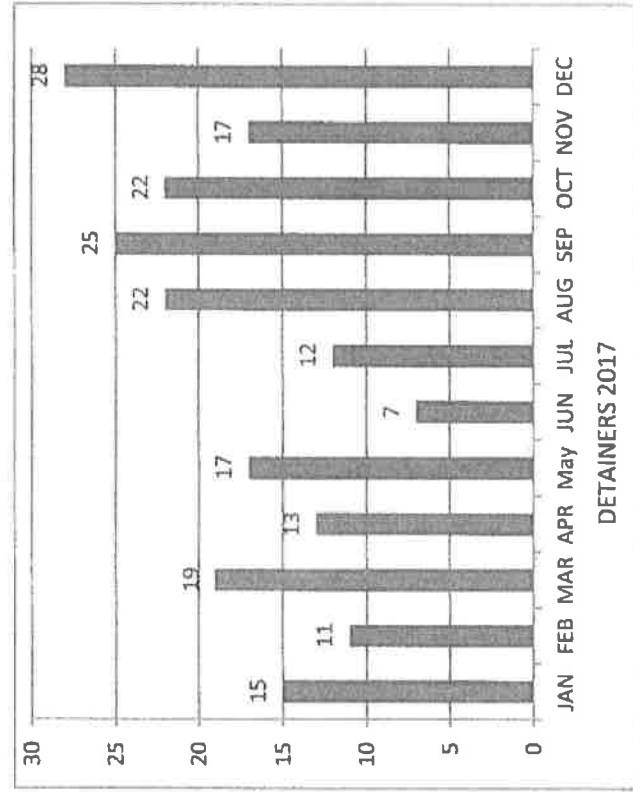
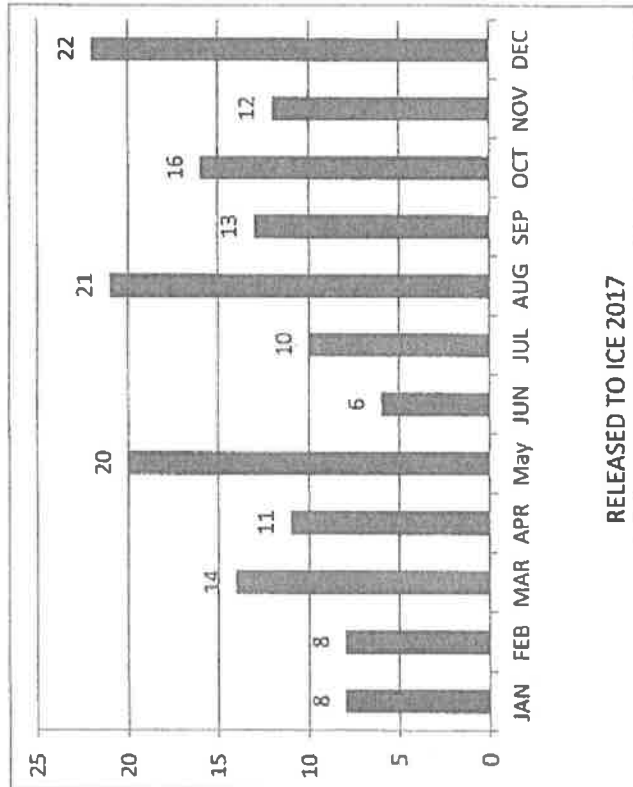
# Exhibit 7 KCSO- ICE Detention Statistics 2017- 2021





KNOX COUNTY SHERIFF'S OFFICE  
ICE REPORT

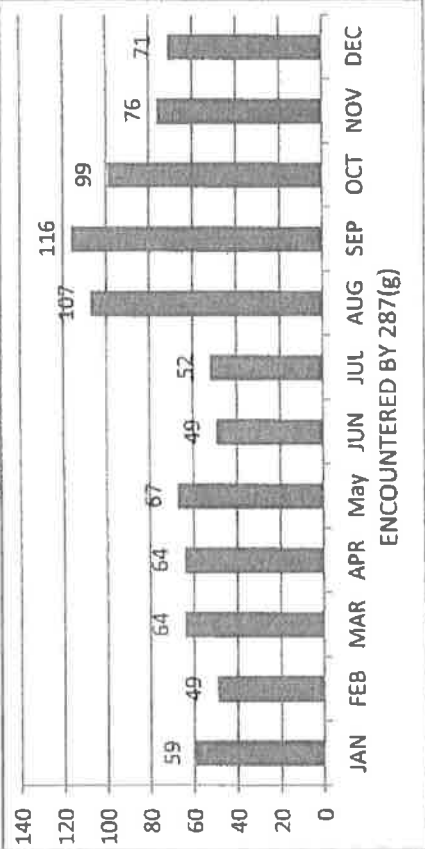
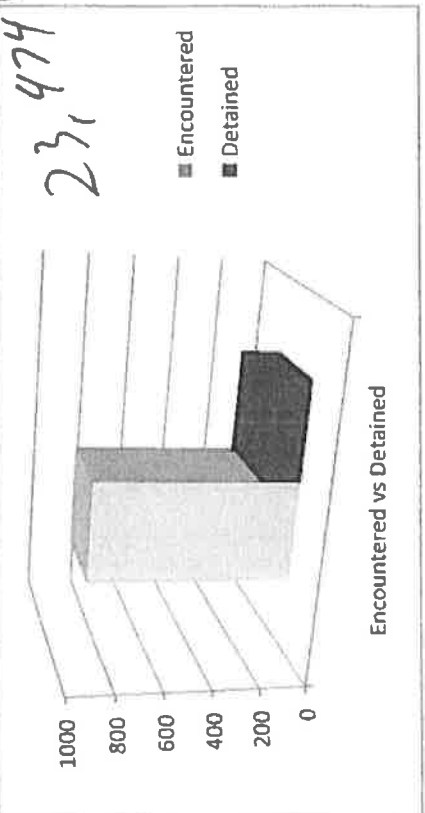
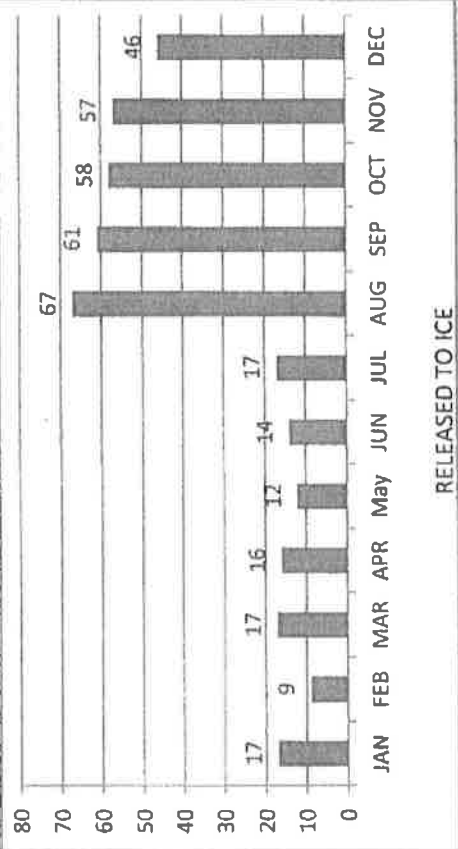
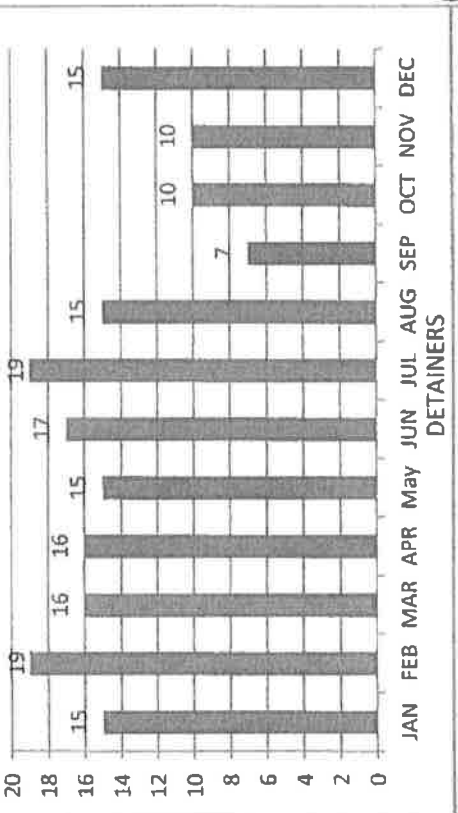
Released to ICE	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total Release	Ave Week	Ave Month
2017	8	8	14	11	20	6	10	21	13	16	12	22	161	6	27
Detained by ICE	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total Detained	Ave Week	Ave Month
2017	15	11	19	13	17	7	12	22	25	22	17	28	208	8	35



KNOX COUNTY SHERIFF'S OFFICE ICE Report

Released to ICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
2018	17	9	17	16	12	14	17	67	61	58	57	46	391	8	33
Detained by ICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
After Arrest 2018	15	19	16	16	15	17	19	15	7	10	10	15	174	3	15
Detained By Ice	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Ave Week	Ave Month
TRANSPORT ONLY	n/a	n/a	n/a	n/a	n/a	n/a	n/a	52	54	41	51	31	229	4	19
Encountered by 287(g)	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
2018	59	49	64	64	67	49	52	107	116	99	76	71	873	17	73

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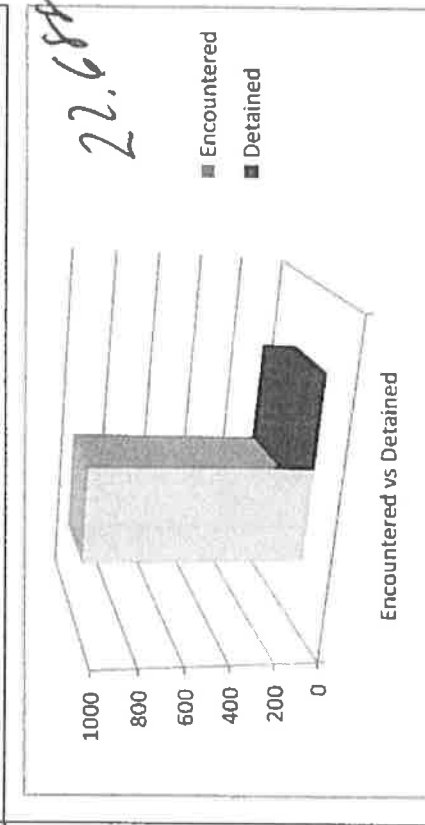
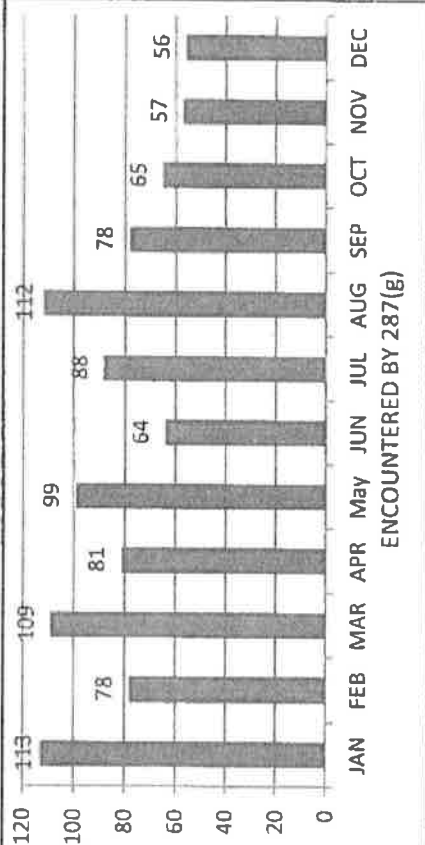
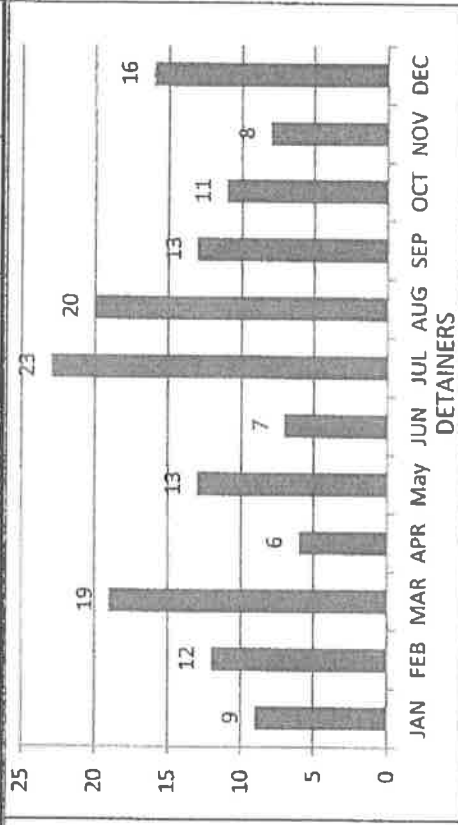
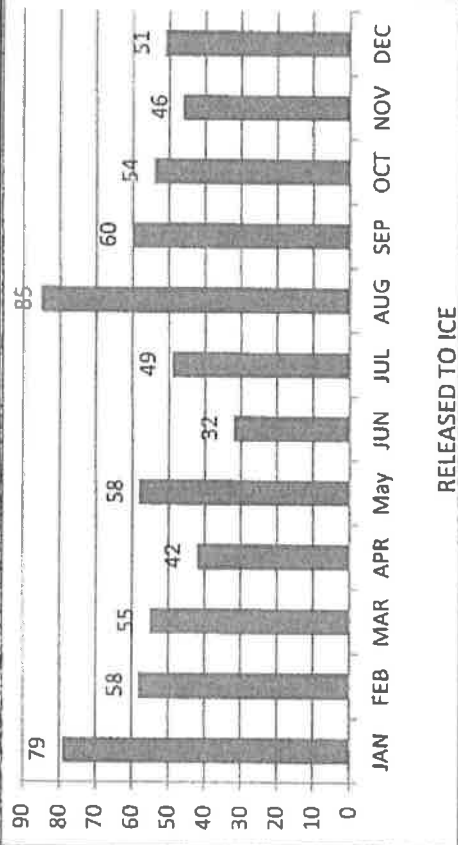


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KNOX COUNTY SHERIFF'S OFFICE ICE Report

Released to ICE	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
2019	79	58	55	42	58	32	49	85	60	54	46	51	669	13	56
Detained by ICE	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
After Arrest 2019	9	12	19	6	13	7	23	20	13	11	8	16	157	3	13
Detained By Ice	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Ave Week	Ave Month
TRANSPORT ONLY	70	57	37	34	53	21	24	32	48	40	37	39	492	9	41
Encountered by 287(g)	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
2019	113	78	109	81	99	64	88	112	78	65	57	56	1000	19	83

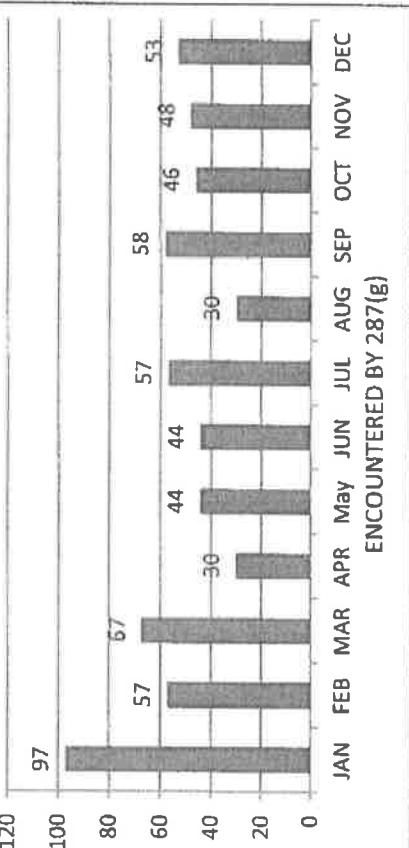
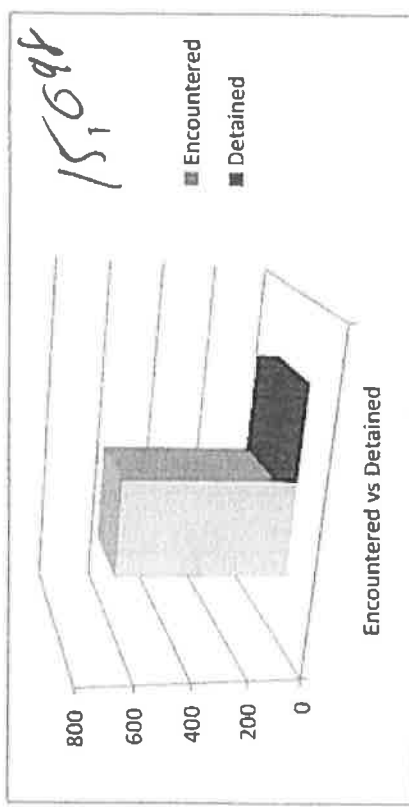
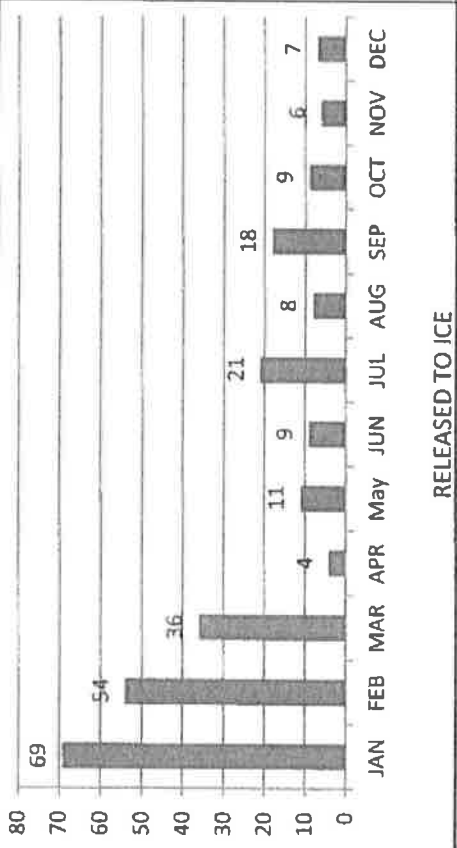
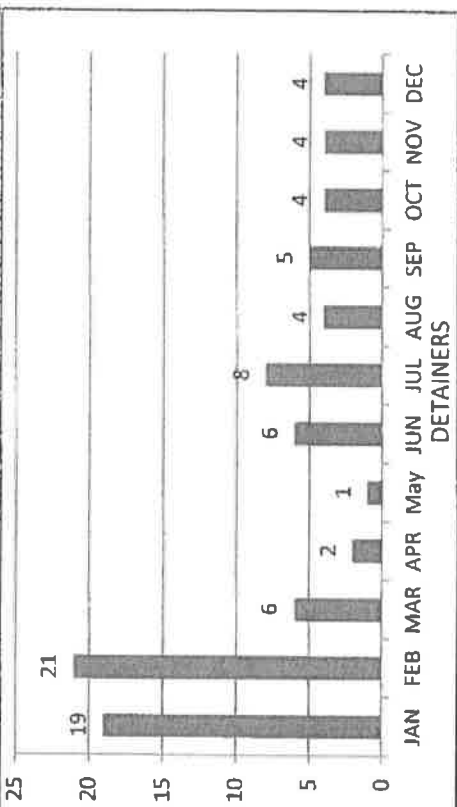
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Knox County Sheriff's Office Monthly ICE Report

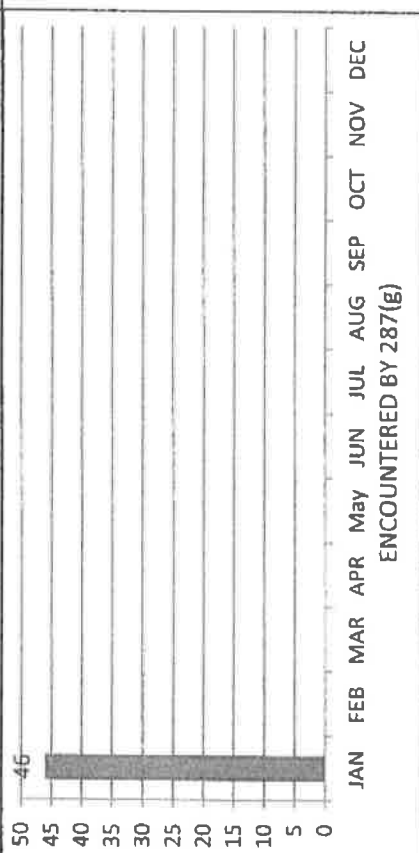
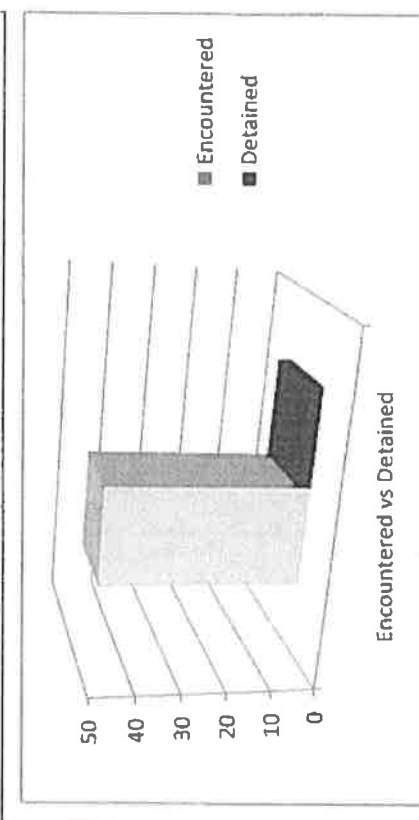
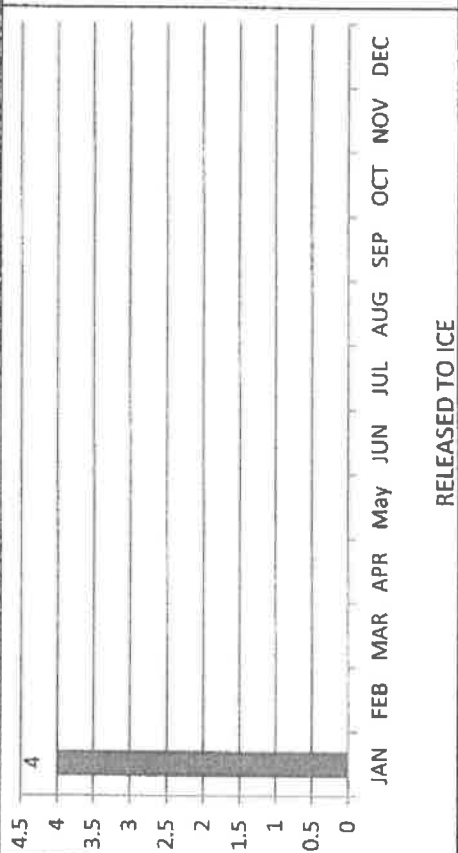
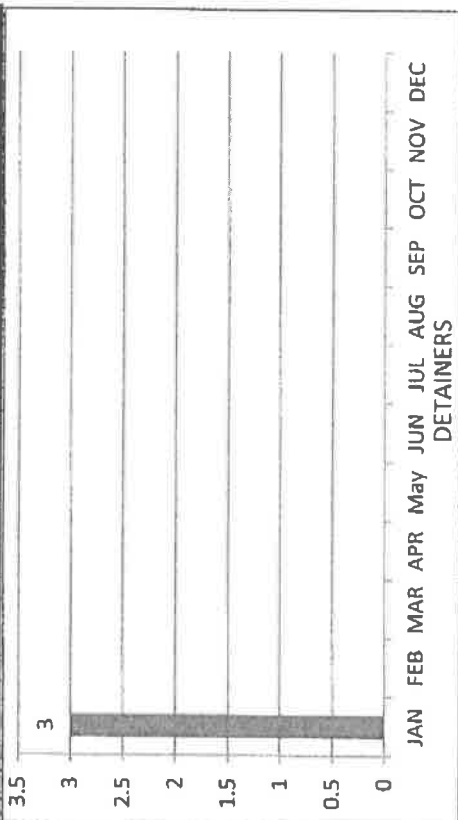
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Released to ICE	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
2020	69	54	36	4	11	9	21	8	18	9	6	7	252	5	21
Detained by ICE	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
After Arrest 2020	19	21	6	2	1	6	8	4	5	4	4	4	84	2	7
Detained By Ice	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Ave Week	Ave Month
TRANSPORT ONLY	51	41	29	5	9	7	15	10	14	7	3	4	195	4	16
Encountered by 287(g)	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
2020	97	57	67	30	44	44	57	30	58	46	48	53	631	12	53



Knox County Sheriff's Office Monthly ICE Report

Released to ICE	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
2021	4												4	0	0
Detained by ICE	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
After Arrest 2020	3												3	0	0
Detained By Ice	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Ave Week	Ave Month
TRANSPORT ONLY	4												4	0	0
Encountered by 287(g)	JAN	FEB	MAR	APR	May	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Ave Week	Ave Month
2021	46												46	1	4



# Exhibit 8: ICE Payment Orders



**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 8

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/15/2020	2. CONTRACT NO. (if any) 74-13-0015	6. SHIP TO: a. NAME OF CONSIGNEE ICE ENFORCEMENT REMOVAL
3. ORDER NO. 70CDCR20FIGR00246	4. REQUISITION/REFERENCE NO. 192120FNLOAK15102	

5. ISSUING OFFICE (Address correspondence to) ICE DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536	b. STREET ADDRESS IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE 900	
c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20536

7. TO: HUGH HOLT a. NAME OF CONTRACTOR KNOX COUNTY OF	f. SHIP VIA
---	-------------

b. COMPANY NAME	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 400 WEST MAIN STREET STE L165		
d. CITY KNOXVILLE	e. STATE TN	f. ZIP CODE 37902

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE ICE ENFORCEMENT REMOVAL
--	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB	12. F.O.B. POINT
--	------------------

13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS Net 30
--	------------------------------	------------------------	---	------------------------------

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 025897559 COR: Marc Gladden, Marc.G.Gladden@ice.dhs.gov CO: Ejikeme Ezeala, Ejikeme.Ezeala@ice.dhs.gov CS: Natasha Abbington, Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME DHS ICE			
b. STREET ADDRESS (or P.O. Box) BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-ERO-FOD-FNL			\$94,952.00
c. CITY WILLISTON	d. STATE VT	e. ZIP CODE 05495-1620	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) EJIKEME EZEALA TITLE: CONTRACTING/ORDERING OFFICER
---	---

Digitally signed by EJIKEME EZEALA  
Date: 2020.05.15 16:20:49

**EJIKEME EZEALA**

**SCHEDULE - CONTINUATION**

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 05/15/2020	CONTRACT NO. 74-13-0015	ORDER NO. 70CDCR20FIGR00246
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Natasha.Abbington@ice.dhs.gov</p> <p>The purpose of this FY20 Task Order is to provide funding for detention services for ICE detainees at KNOX COUNTY SHERIFF'S DETENTION FACILITY for the period of performance of July 01, 2020 through June 30, 2021 under United States Marshals Service IGA No. 74-13-0015.</p> <p>The total amount obligated is as follows: From: \$0 By: \$94,952.00 To: \$94,952.00</p> <p>Invoice Instructions: Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email: • Invoice.Consolidation@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS: DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620 ATTN: ICE-ERO-FOD-FDG The Contractors Data Universal Numbering System (DUNS) Number must be registered and Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00



**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/15/2020	CONTRACT NO. 74-13-0015	ORDER NO. 70CDCR20FIGR00246
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>active in the System for Award Management (SAM) at <a href="https://www.sam.gov">https://www.sam.gov</a> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile: Alternative Invoices shall be submitted to: (802)-288-7658 Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. Note: the Service Providers or Contractors Dunn and Bradstreet (D&amp;B) DUNS Number must be registered in the System for Award Management (SAM) at <a href="https://www.sam.gov">https://www.sam.gov</a> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&amp;B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/15/2020	CONTRACT NO. 74-13-0015	ORDER NO. 70CDCR20FIGR00246
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/15/2020	CONTRACT NO. 74-13-0015	ORDER NO. 70CDCR20FIGR00246
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> <li>• Bed day rate;</li> <li>• Detainees check-in and check-out dates;</li> <li>• Number of bed days multiplied by the bed day rate;</li> <li>• Name of each detainee;</li> <li>• Detainees identification information</li> </ul> <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages); shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> <li>• Bed day rate;</li> <li>• Detainees check-in and check-out dates;</li> <li>• Number of bed days multiplied by the bed day rate;</li> <li>• Name of each detainee;</li> <li>• Detainees identification information</li> </ul> <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> <li>• Mileage rate being applied for that invoice;</li> <li>• Number of miles;</li> <li>• Transportation routes provided;</li> <li>• Locations serviced;</li> <li>• Names of detainees transported;</li> <li>• Itemized listing of all other charges;</li> </ul> <p>and, Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**SCHEDULE - CONTINUATION**

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 05/15/2020	CONTRACT NO. 74-13-0015	ORDER NO. 70CDCR20FIGR00246
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>• for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> <li>• The location where the guard services were provided,</li> <li>• The employee guard names and number of hours being billed,</li> <li>• The employee guard names and duration of the billing (times and dates), and</li> <li>• (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted.</li> </ul> <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/15/2020	CONTRACT NO. 74-13-0015	ORDER NO. 70CDCR20FIGR00246
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>other unique identifier and full date of birth, citizenship, or immigration status. As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <a href="http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbookmarch2012.pdf">http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbookmarch2012.pdf</a> for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov.</p> <p>Accounting Info:                      ERODETN-000 E1 31-12-00-000                      18-62-0600-00-00-00-00 GE-25-72-00- ----                      --- 000000                      Period of Performance: 07/01/2020 to 06/30/2021</p>	1144	EA	83.00	94,952.00	
	<p>CLIN 0001 is increased as follows:                      FROM: \$ 0.00                      BY: \$ 94,952.00                      TO: \$ 94,952.00                      Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$94,952.00

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/15/2020	CONTRACT NO. 74-13-0015	ORDER NO. 70CDCR20FIGR00246
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Bed quantity has increased as follows:                      FROM: 0                      BY: 1,144                      TO: 1,144</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>					
<b>TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))</b>					<b>\$0.00</b>	

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1

8

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/11/2019	2. CONTRACT NO. (If any) 74-13-0015,	6. SHIP TO: a. NAME OF CONSIGNEE ICE ENFORCEMENT REMOVAL
--------------------------------	---	--

3. ORDER NO. 70CDCR19FIGR00274	4. REQUISITION/REFERENCE NO. 192119FNLOAK15069	b. STREET ADDRESS IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE 900
-----------------------------------	---	--

5. ISSUING OFFICE (Address correspondence to) ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536		c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20536
---	--	-----------------------	----------------	----------------------

7. TO: a. NAME OF CONTRACTOR KNOX COUNTY OF	f. SHIP VIA
---	-------------

b. COMPANY NAME c. STREET ADDRESS 400 WEST MAIN STREET STE L165	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	REFERENCE YOUR:  Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
--	---	--

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE ICE ENFORCEMENT REMOVAL
--	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB	12. F.O.B. POINT
--	------------------

13. PLACE OF a. INSPECTION Destination b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 07/01/2019	16. DISCOUNT TERMS Net 30
--	------------------------	--	------------------------------

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 025897559 Contracting Officer's Representative: Marc Gladden: Marc.G.Gladden@ice.dhs.gov Contracting Officer: Benjamin Shih, Benjamin.SHih@ice.dhs.gov Contract Specialist: Donnell Sam, Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME DHS ICE			\$60,568.00	
b. STREET ADDRESS (or P.O. Box) BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-ERO-FOD-FNL				17(i) GRAND TOTAL
c. CITY WILLISTON		d. STATE VT	e. ZIP CODE 05495-1620	\$60,568.00

22. UNITED STATES OF AMERICA BY (Signature)	<b>BENJAMIN T SHIH</b>	Digitally signed by BENJAMIN T SHIH Date: 2019.06.11 17:17:32 -04'00'	23. NAME (Typed) BENJAMIN SHIH TITLE: CONTRACTING/ORDERING OFFICER
---	------------------------	--	--

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/11/2019	CONTRACT NO. 74-13-0015,	ORDER NO. 70CDCR19FIGR00274
-----------------------------	-----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>(b)(6), (b)(7)(C)</p> <p>The purpose of this action is to establish a new task order under United States Marshals Service IGA No. 74-13-0015. The obligated amount increased as follows:</p> <p>From: (b)(4)</p> <p>By:</p> <p>To:</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>Accounting Info: (b)(7)(E)</p> <p>Period of Performance: 07/01/2019 to 06/30/2020</p> <p>Detention Beds at daily rate of (b)(4) per hr.</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions Continued ...</p>			(b)(4)	60,568.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$60,568.00	



**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/28/2018	CONTRACT NO. 74-13-0015	ORDER NO. 70CDCR18FIGR00300
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>(b)(6); (b)(7)(C)</p> <p>Contract Specialist: (b)(6), (b)(7)(C)</p> <p>(b)(6); (b)(7)(C)</p> <p>This is a new Task Order for detention services for ICE detainees with Knox County Sheriff's Detention facility under Marshall Service Agreement 74-13-0015. Funding for detention bed space is also added in the amount of (b)(4)</p> <p>As a result, the funding obligated against this Task Order increased as follows: From: \$0.00 By: (b)(4) To: (b)(4)</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. Exempt Action: Y Sensitive Award: PII Accounting Info: (b)(7)(E)</p> <p>Period of Performance: 07/01/2018 to 06/30/2019</p> <p>DETENTION BEDS AT A DAILY RATE OF \$67.00</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice. Continued ...</p>	(b)(4)			10,050.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$10,050.00

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)

Prescribed by GSA FPMR (48 CFR) 53.213(j)

# Exhibit 9: Law Director Memorandum



DAVID L. BUUCK  
KNOX COUNTY LAW DIRECTOR

Charles F. Sterchi, III  
*Chief Deputy Law Director*

Daniel A. Sanders  
David M. Sanders  
Evan E. Hauser  
Amanda Lynn Morse  
David S. Wigler  
J. Myers Morton  
Gary T. Dupler  
Houston S. Havasy  
*Deputy Law Directors*



**MEMORANDUM**

400 W. Main Street  
Suite 612, City-County Bldg.  
Knoxville, TN 37902

tel (865) 215-2327  
fax (865) 215-2936  
lawdir@knoxcounty.org

TO: KNOX COUNTY COMMISSION

FROM: JESSICA JERNIGAN-JOHNSON, DEPUTY LAW DIRECTOR *JJJ*

DATE: APRIL 16, 2021

RE: 287(g) CONTRACT

The Knox County Sheriff's Office (KCSO) entered into a Memorandum of Agreement (MOA) with the Department of Homeland Security through U.S. Immigration and Customs Enforcement (ICE) on May 8, 2020 which permits KCSO to perform certain immigration enforcement functions. Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-297 and 8 U.S.C. § 1103(c) (1996), authorizes the Secretary of the Department of Homeland Security to enter into written agreements with a state, any political subdivision of a state, or directly with local law enforcement agencies so that qualified personnel can perform these functions. Specifically, 8 U.S.C. § 1103(c) states "The Commissioner may enter into cooperative agreements with State and local law enforcement agencies for the purpose of assisting in the enforcement of the immigration laws." *Id.* The Secretary has delegated this authority to ICE.

It has been suggested by some editorial writers that the MOA was entered into illegally because it was not brought before the County Commission for approval. However, Tennessee Code Annotated Section 7-68-105, which was passed in 2018, specifically provides that law enforcement entities can enter into agreements with the appropriate federal agency under 1357(g):

- (a) All law enforcement agencies and officials are authorized, in accordance with 8 U.S.C. § 1357(g)(10) to communicate with the appropriate federal officials regarding the immigration status of any individual, including reporting knowledge that a particular alien is not lawfully present in the United States or otherwise to cooperate with the appropriate federal official in the identification, apprehension, detention, or removal of aliens not lawfully present in the United States.
- (b) A law enforcement agency may negotiate the terms of a memorandum of agreement between the law enforcement agency and the appropriate federal official in 8 U.S.C. § 1357(g), concerning the enforcement of federal

immigration laws. Any memorandum of agreement negotiated pursuant to 8 U.S.C. § 1357(g) must:

- (1) Be entered into in accordance with federal law;
- (2) Require that each officer employed by a law enforcement agency be trained in accordance with the memorandum of agreement between the law enforcement agency and the appropriate federal official concerning the law enforcement officer's role in enforcing federal immigration laws, in accordance with 8 U.S.C. § 1357(g); and
- (3) Allow for the enforcement of federal immigration laws to the full extent permitted under federal law.

Notably, T.C.A. § 7-68-105(b) does not require the law enforcement agency to obtain approval from either the state or the county before entering into such an agreement. The statute does require the law enforcement agency to submit notice of the agreement to the governor, the office of the lieutenant governor, and the speaker of the house of representatives, but that is the only requirement. T.C.A. § 7-68-105(c). This has been accomplished.

There is another state law which some have suggested requires commission approval for such an agreement. Tennessee Code Annotated § 50-1-101, passed in 2007, states that “the chief law enforcement of the county *upon approval by the governing legislative body*, may enter into a written agreement . . . concerning the enforcement of federal immigration laws, detention and removals, and investigations in the municipality or county.” T.C.A. § 50-1-101(a).

However, two canons of statutory construction refute this argument. First, to the extent that the two statutes are in conflict, “well-settled principles of statutory construction make it clear that the most recently enacted statute repeals by implication any irreconcilable provisions of the former act.” *Brown v. Jordan*, 563 S.W.3d 196, 202 (Tenn. 2018). Thus, if one statute does indeed require approval and one does not, the most recent statute prevails. Here, T.C.A. § 7-68-105 prevails, because it was passed in 2018. Even if the statutes do not conflict, § 7-68-105 would still prevail, because it specifically addresses the procedure law enforcement agencies must follow when entering into agreements with DHS and ICE under §1357(g) while § 50-1-101 addresses any contract related to federal immigration laws entered into between law enforcement and DHS. “As a matter of statutory construction, a specific statutory provision . . . will control over a more general statutory provision.” *Washington v. Robertson County*, 29 S.W.3d 466, 475 (Tenn. 2000). Because T.C.A. § 7-68-105 more specifically addresses the agreement at issue, its provisions control as a matter of law.

It has also been argued that even if state law did not require commission approval for the MOA, the County Charter does. However, any requirement for such approval would be preempted under the Supremacy Clause, Article 6, par. 2 of the United States Constitution. The federal government has “broad, undoubted power over the subject of immigration and the status of aliens.” *Arizona v. United States*, 567 U.S. 387, 394 (2012). As the United States Supreme Court has explained, “Federal law makes a single sovereign responsible for maintaining a comprehensive and unified system to keep track of aliens within the Nation’s borders.” *Id.* at 401-02. “States may not enter, in any respect, an area that the Federal Government has reserved for itself.” *Id.* at 402. The federal government has granted DHS the power to enter into agreements such as this one with local law



enforcement agencies without state approval. *See* 8 U.S.C. § 1103(c). Any state statutory provision requiring commission approval for a contract related to immigration enforcement under federal law, when the federal law has no such requirement, is preempted under the Supremacy Clause of the United States Constitution.

Finally, it has been suggested by some editorial writers that the MOA constitutes a “contract for services” which would require commission approval. In *Cotham v. Yeager*, 607 S.W.3d 820 (Tenn. Ct. App. 2019), the Tennessee Court of Appeals described a service contract as one that “would involve the county as purchaser and the service provider as vendor” and where “the vendor would furnish specified services to the county in return for payment out of county funds.” *Id.* at 827. In *Cotham*, the Court concluded that a contract between a telecommunications provider who provided telephone services to the Anderson County Jail and the County was not a service contract for the purposes of the Purchasing Act, because it did not require the expenditure of county funds. *Id.* at 827-28. While this question arises in a different context, it is clear that the County is not expending any funds under the MOA. Therefore, this agreement is not a “contract for services.”

In conclusion, state law clearly establishes that law enforcement did not need commission approval to enter into the MOA. To the extent that there may be a conflicting statutory provision, that provision is preempted by federal law. In addition, the MOA does not meet the definition of a “contract for services” that requires commission approval.

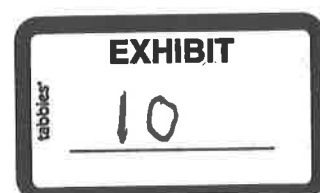
JJJ/kfc

Exhibit 10:

April 21, 2021

Section 7-68-

105 Letter





# KNOX COUNTY SHERIFF'S OFFICE

Tom Spangler  
Sheriff

April 21, 2021

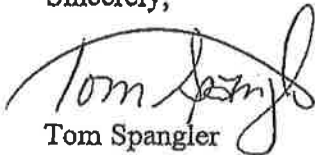
Lt. Governor Randy McNally  
425 Rep. John Lewis Way N.  
Suite 700 Cordell Hull Bldg.  
Nashville, TN 37243

Dear Lt. Governor McNally:

Pursuant to T.C.A. §7-68-105(c), we hereby submit notice of our agreement with Immigration and Customs Enforcement (ICE).

Please see enclosed document.

Sincerely,

  
Tom Spangler  
SHERIFF



# KNOX COUNTY SHERIFF'S OFFICE

Tom Spangler  
Sheriff

April 21, 2021

Governor Bill Lee  
State Capitol, 1<sup>st</sup> Floor  
600 Dr. Martin Luther King, Jr. Blvd.  
Nashville, TN 37243

Dear Governor Lee:

Pursuant to T.C.A. §7-68-105(c), we hereby submit notice of our agreement with Immigration and Customs Enforcement (ICE).

Please see enclosed document.

Sincerely,

A handwritten signature in cursive script that reads "Tom Spangler".

Tom Spangler  
SHERIFF





# KNOX COUNTY SHERIFF'S OFFICE

Tom Spangler  
Sheriff

April 21, 2021

Speaker Cameron Sexton  
425 Rep. John Lewis Way N.  
Suite 600 Cordell Hull Bldg.  
Nashville, TN 37243

Dear Speaker Sexton:

Pursuant to T.C.A. §7-68-105(c), we hereby submit notice of our agreement with Immigration and Customs Enforcement (ICE).

Please see enclosed document.

Sincerely,

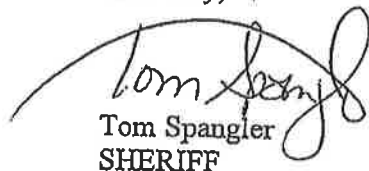
  
Tom Spangler  
SHERIFF

Exhibit 11:

Community

Group Letter



April 28, 2021

Knox County Commission  
City County Building, Suite 603  
400 Main Street  
Knoxville, Tennessee 37902

**Re: 287(g) Agreement with U.S. Immigrations and Customs Enforcement**

Dear Knox County Commissioners:

The undersigned include law professors, lawyers, law students, and representatives accredited by the U.S. Department of Justice. We urge you to put an end to the unlawful 287(g) agreement between the Knox County Sheriff and U.S. Immigrations and Customs Enforcement (“ICE”). As we will explain, the 287(g) agreement does not comply with Tennessee law and needlessly exposes the County and its residents to a risk of liability.

The Knox County Sheriff entered into the 287(g) agreement with ICE without the approval of the Knox County Commission, which is required by Tennessee law. In 2007, the Tennessee General Assembly enacted a statute requiring “approval by the governing legislative body” of the county before a sheriff “may enter into a written agreement” with ICE “concerning the enforcement of federal immigration laws ...” The statute, Tenn. Code Ann. § 50-1-101(a), was in effect when the current 287(g) agreement between the Knox County Sheriff’s Office and ICE was signed in May 2020, and it remains in effect today. Because the Sheriff did not obtain the approval of the Knox County Commission before entering into the 287(g) agreement with ICE, the agreement is unlawful.

In statements to the media, attorneys for the Sheriff and the County have suggested that Commission approval was not required because the 287(g) agreement is limited to “jail enforcement” and does not involve the enforcement of federal immigration law. That contention is without merit. By its express terms, the 287(g) agreement authorizes the Knox County Sheriff’s Office “to perform certain immigration enforcement functions.” These include interrogating detainees about their immigration status, processing noncitizens for immigration violations, and preparing documents used to initiate deportation proceedings. All these functions concern the enforcement of federal immigration law, regardless of whether they occur in a jail or anywhere else.

The detention of individuals pursuant to an unlawful 287(g) agreement creates an ongoing risk of liability. And if any conduct by Knox County officials or law enforcement officers gives rise to liability, the people of Knox County will bear the cost.

Proponents of the 287(g) initiative have argued that the agreement is appropriate to ensure that immigrants follow the law. We ask that you hold yourselves and the Sheriff to the same standard by putting an end to the unlawful 287(g) agreement.

Sincerely,

Arléne Amarante	Lincoln Memorial University School of Law
Eric Franklin Amarante	University of Tennessee College of Law
William Gill	Lincoln Memorial University School of Law
Andrew Fels	Lincoln Memorial University School of Law
Mike Whalen	Mike Whalen, Lawyer
Hammad Sheikh	Law Office of Hammad R Sheikh LLC
John Eldridge	
G. Michael Davis	
Helen de Haven, Esq.	
Fran Ansley	University of Tennessee College of Law (professor emerita)
Christine Ball-Blakely	
Brittany Gilder	LMU Law Immigration Law Society
Luis Urrea	
Briana Lynn Rosenbaum	University of Tennessee College of Law
Penny White	
Kelsey McKinney	University of Tennessee College of Law
Maurice Stucke	University of Tennessee College of Law
Teresa Reyes	
Brenda Solorzano	
Alessandra Ceccarelli	
R. Andrew Free	#DetentionKills - Al Otro Lado
Joseph Kerstiens	University of Tennessee College of Law
Laura Heet	
Wendy A. Bach	University of Tennessee College of Law
Michelle Kwon	
Chris Kleiser	Knox County Public Defender's CLO

Lauren M Rogal	Vanderbilt Law School
Rebecca Hanniford	University of Tennessee College of Law
Jesse West	Lincoln Memorial University School of Law
Rachel Bonano	Law Office of Rachel Bonano, PLLC
Paulette J. Williams	University of Tennessee College of Law (Retired)
Ben Barton	University of Tennessee College of Law
Daniel L. Ellis, Esq.	Disability Rights Tennessee
Karla McKanders	Vanderbilt Law School (for identification purposes only)
Mary Kathryn Harcombe	Attorney
Olamide Oso	University of Tennessee College of Law
Jeremy Jennings	Jennings Immigration Law Office
Akram Faizer	Lincoln Memorial University School of Law
Brian Kingsley Krumm	University of Tennessee College of Law
Vonda M Laughlin	Lincoln Memorial University School of Law
Eliza Boles	University of Tennessee
Bianca White	Lincoln Memorial University School of Law
Esperanza Yanez	University of Tennessee College of Law
Maha Ayesh	Lincoln Memorial University School of Law
Nicholas Cortes	Gonzaga Law
Becky L Jacobs	University of Tennessee College of Law
Mecca Shabazz	University of Tennessee College of Law
Haseeb Qureshi	Morehous Legal Group, PLLC
Jacqueline O Kittrell	Attorney and Mediator, Honorable Solutions, a mediation and facilitation powerhouse
John Selser	
Brittany Faith	Grant, Konvalinka & Harrison, P.C.
Teresa Reyes	
Michael Shao	Lincoln Memorial University School of Law
Esperanza Yanez	University of Tennessee College of Law
Michelle C. Morales	
Jennifer Price	G. Keith Alley, P.C.
Sanjay Raman	
Francis L. Lloyd, Jr.	
Michael Beehan	Fox Willis Burnette, PLLC

Jessica Gardner

Lincoln Memorial University School of Law

Faith Held

Lincoln Memorial University School of Law

Natalie Miramontes-  
Tankersley

Lincoln Memorial University School of Law

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