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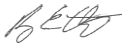


**R. E. "CHIP" HAWLEY
DIRECTOR**

October 1, 2026

MEMORANDUM

To: Joint Legislative Oversight Committee on Justice and Public Safety

From: R.E. "Chip" Hawley, Director 

Subject: Report – Compliance with North Carolina Border Protection Act (S.L. 2026-19)

Pursuant to Session Law 2026-19, as amended by Session Law 2026-41, the North Carolina State Bureau of Investigation (SBI) hereby submits this report, affirming the SBI's compliance with the North Carolina Border Protection Act. Attached to this report are:

- The updated policy regarding the SBI's arrest procedures, detailing an agent's duty to determine the citizenship status of the arrested individual.
- A Memorandum of Understanding between the SBI, the Federal Bureau of Investigation, and U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), and other federal and state agencies which memorializes the collaboration between these agencies on the Regional Homeland Security Task Force to combat illegal trafficking and eliminate Cartels and Transnational Criminal Organizations.
- A Memorandum of Agreement between the SBI and ICE, made pursuant to Section 287(g) of the Immigration and Nationality Act, 8 U.S.C. § 1357(g).

These documents represent the SBI's compliance with Session Law 2026-19 and the SBI's cooperation with ICE. Please let me know if we can answer any questions that you may have and feel free to contact me at any time.

ARREST PROCEDURES

ARREST WARRANTS

- A. SBI agents shall not routinely obtain arrest warrants in cases in which they are only assisting local law enforcement agencies in the investigation. Agents may obtain warrants as follows:
 - 1. Cases in which the SBI has initial jurisdiction;
 - 2. Cases in which the SBI conducted the primary investigation;
 - 3. Where a felony or misdemeanor amounting to a breach of the peace was witnessed by the agent; or,
 - 4. Cases where an arrest without a warrant was exercised under reasonable grounds for belief. See N.C.G.S. §15A-401.
- B. Arrest warrants obtained by the SBI without the assistance or involvement of any other criminal justice agencies will be served without delay. Priority will be given to felony warrants.
- C. The SBI Criminal Apprehension Team (CAT) may be contacted and consulted whenever an agent has obtained arrest warrants for a suspect and the whereabouts of the wanted person are unknown.
- D. Any warrant which cannot be served shall be retained at the appropriate district/section/unit office. Access to such warrants will be assured 24 hours a day, seven days a week. Agents may call the SBI Customer Support Center and enter an individual as a fugitive into NCIC. Agents are required to forward pertinent information to the Customer Support Center within ten working days after a fugitive entry has been made.
- E. When a fugitive is arrested outside of North Carolina on an SBI investigation, the case agent will send a facsimile or email with scanned attachment of the arrest warrant and other pertinent information to the arresting agency and will then immediately forward a certified copy of the arrest warrant by U.S. or commercial mail.

ARREST AND CUSTODY

- A. The SBI and its agents will always pursue the investigation of criminal offenses in a legal and ethical manner. All rights and privileges guaranteed under the United States Constitution and the North Carolina Constitution shall be provided and safeguarded. At the same time, the SBI will preserve public safety by exercising proper measures when dealing with violators of the law to guarantee they answer the appropriate charges in a court of competent jurisdiction.
- B. The SBI does not permit any alternatives to arrest unless these alternatives are recommended and approved by the district attorney or United States Attorney with prosecutorial jurisdiction in the case. All alternatives to arrest that are recommended and approved by the district attorney or United States Attorney will be documented in the investigative report.

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- C. All arrests, pick-ups, raids, or searches will be planned, organized, and executed to minimize risk to officers, agents, and citizens. This activity will be conducted in accordance with SBI policy and procedure, and accepted police procedures as taught by the SBI.
- D. Arrested persons may be permitted to briefly use a telephone providing that such use is not deemed to be a threat to officer safety and/or case integrity.
- E. All arrested persons shall be searched thoroughly for weapons. If possible, agents of the same sex should conduct these searches. Whenever practical, the search of a suspect of the opposite sex should be done in the presence of a witness for the protection of the agent.
- F. All arrestees shall be transported in a manner to assure the safety of SBI agents and others as well as the security of the arrestee. When possible, arrestees should be transported by an agent of the same sex. When transporting arrestees of the opposite sex, a witness should accompany the agent. SBI vehicles, when used to transport arrestees, shall be searched thoroughly for weapons and contraband prior to and following transportation. When possible, local department, or special purpose transport vehicles should be used instead of SBI vehicles to transport arrestees.
- G. All arrested persons should be taken before a judicial official without unnecessary delay. Only the judicial official has the authority to authorize any alternatives to pre-arraignment confinement.
- H. Warrants and other legal orders will be executed and/or returned in accordance with the General Statutes of North Carolina and established court procedure.
- I. All persons in legal custody of SBI agents will be cared for properly until delivered to a committing or judicial official. Responding to requests for assistance, while transporting an individual in custody, is allowed only when risk to third parties is both clear and grave and risk to the individual in custody is minimal.
- J. SBI agents will be responsible for ensuring the positive identification of any person arrested as being the individual properly charged with the offense for which the arrest results, prior to incarceration of the arrested person. When an arrest is made in an undercover purchase, it is preferred that a positive identification of the arrestee be made prior to incarceration, and this will be documented on the Arrest and Physical Description Form (SBI-4) in the case file.
- K. All arrest situations in which an SBI agent is considered the arresting officer will be recorded by completing an SBI-4. This form shall be submitted to the Special Agent in Charge or Assistant Special Agent in Charge for approval and distribution. For arrests in an SBI case for which the arresting officer is from another law enforcement agency, the SBI agent will not be required to complete an SBI-4 but shall document the arrest within the SBI case file in an SBI-11A.
- L. The following will apply to those situations in which SBI agents transport arrestees:

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1. Arrestees being transported should be appropriately secured to ensure safety, security, and a reasonable level of comfort during the trip. As SBI vehicles lack the prisoner cages/partitions which are common within the patrol vehicles of local agencies, SBI vehicles should not generally be considered as the primary choice for prisoner transport. Additional safety measures should be taken to mitigate the risks of transporting any arrestees deemed to be likely to flee or become violent during transport.
2. At least one escort agent or local officer, other than the driver, should be present. Under normal circumstances, the escort officer should be seated behind the driver with the arrestee in the rear seat to his/her right in order to protect the driver. If there are two arrestees, both should be seated in the rear to the right of the escort agent/officer. The escort agent/officer will be responsible for keeping the arrestee(s) under observation at all times.
3. Arrestees will be handcuffed while in the conveyance. Arrestees shall always be secured with a seat belt and shoulder restraint. Arrestees assessed as a safety or escape risk should also be restrained with ankle cuffs, and the handcuffs linked under their belt. Arrestees should never be handcuffed to any part of the vehicle or left unattended in the vehicle during transportation.
4. Barring extraordinary circumstances, arrestees should be transported in separate vehicles and not together within the same vehicle.
5. Reasonable opportunities to allow the arrestee(s) to use toilet facilities and to eat should be taken into account during planning stages for lengthy transportation. During extended transport of an arrestee, officers should consider allowing the arrestee to use bathroom facilities already within the control of law enforcement (i.e., at a police department or sheriff's office) instead of using bathroom facilities open to the public. If the length of the trip dictates that a meal for the arrestee is necessary, fast-food restaurants with drive-through facilities may be used, and arrestees should be allowed to eat in the vehicle while handcuffed. Should bathroom and/or food stops be required during a lengthy transport, care should be taken to select such stops randomly.
6. Arrestees shall not be allowed to communicate with persons other than law enforcement officers while being transported, with the exception of the arrestees' attorney or a close family member in justifiable circumstances.
7. In the event an arrestee is injured during the arrest, arrangements for medical care and treatment shall be ensured on a timely basis. The agent having custody of the arrestee(s) will keep the arrestee(s) in sight as much as possible and will coordinate with medical personnel (both emergency medical response and emergency department treatment) to ensure the arrestee(s) remains in a custodial situation. The use of restraining devices on a sick or injured arrestee should depend on the condition of the arrestee, and the physical ability he/she has to escape or to injure himself/herself or others.

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8. In the event the person to be arrested is handicapped or in an otherwise special health care condition, arrangements with local medical and other appropriate officials shall be made prior to arrest for transportation, booking, and incarceration. Restraining devices should be used as necessary during the transport of a handicapped person, depending on the physical ability of the person to escape or to harm himself/herself or others.
9. If knowledge or reasonable suspicion exists that the person to be arrested has a communicable disease, appropriate arrangements will be made in advance to ensure the safety and health of the arresting officers, medical personnel, and the person to be arrested. Surgical gloves and other personal protective equipment shall be worn at all times by agents handling the arrestee, and direct, unprotected contact with any type of body fluid (i.e., spit, blood) should be avoided.
10. During an investigation, if it becomes necessary to transport an arrestee, who has been incarcerated, to a crime scene or other pertinent location, the arrestee shall be positively identified as the person to be transported by verification with detention facility officials and booking records. An assessment of any current information regarding the arrestee's medical condition, suicide potential, and escape risk status shall be made prior to departure.
11. In the event an arrestee in the custody of an agent escapes, the agent shall immediately notify the local authorities in the affected jurisdiction, and shall communicate as soon as possible the escapee's description, identity, method of travel, possible destination, and nature of charges. The agent will then contact and advise the Special Agent in Charge of the incident. Within 24 hours of the escape, the agent shall submit a detailed memorandum of the incident to the Special Agent in Charge of the incident. The Special Agent in Charge will provide the memorandum to their Assistant Director and the Assistant Director of Professional Standards for further review.

ARREST OF FOREIGN NATIONALS

- A. Agents shall make every reasonable effort to determine the national origin of all persons detained or arrested. Persons who possess a foreign passport or a Resident Alien Registration or who are determined to be illegal aliens are considered to be foreign nationals and as such are entitled to certain rights when arrested or detained.
 1. When foreign nationals are arrested or detained, they must be advised of their right to have their consular officials notified.
 2. In some cases, consular officials must be notified of the arrest or detention of a foreign national, regardless of the detainee's wishes.
 3. Consular officials are entitled access to their nationals in detention and are entitled to provide consular assistance.
- B. Agents shall make every reasonable effort to determine whether any person that has been detained by or is in the custody of the SBI is a legal resident or citizen of the United States or its territories by inquiry of the person arrested or detained, by examination of relevant

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documents, or both.

1. If agents determine that a person detained by or in the custody of the SBI is not a legal resident or citizen of the United States or its territories, agents shall provide any requested information regarding that person to Immigration and Customs Enforcement of the United States Department of Homeland Security.
 2. If agents cannot determine that a person detained by or in the custody of the SBI is a legal resident or citizen of the United States or its territories, agents shall make an inquiry of that person to Immigration and Customs Enforcement of the United States Department of Homeland Security in order to make that determination.
- C. There are various rules governing the rights of Foreign Nationals. The general guideline to be used is the U.S. State Department publication entitled **“Consular Notification and Access: Instructions for Federal, State, and other Local Law Enforcement and Other Officials Regarding Foreign Nationals in the United States and the Rights of Officials to Assist Them”**. For additional guidance and specific directions, agents are directed to contact SBI Legal Counsel.

DIPLOMATIC/CONSULAR IMMUNITY

- A. Diplomatic, consular, and other forms of Foreign National Immunity are principles of international law by which certain government officials are not subject to the jurisdiction of local courts and authorities for both their official and personal activities. This immunity does not exempt these Foreign Nationals from the obligation of conforming with national and local laws and regulations.
- B. When an agent is confronted with a person claiming diplomatic, consular, or other forms of Foreign National Immunity, they should immediately contact SBI Legal Counsel for guidance regarding how to appropriately handle the matter. If possible, contact with SBI Legal Counsel should be made prior to contact with a person that might be likely to assert any type of Foreign National Immunity.

PHOTOGRAPHS AND FINGERPRINTS

- A. N.C.G.S. §15A-502
1. A person charged with the commission of a felony or a misdemeanor may be photographed and fingerprinted for law enforcement records only when the person has been:
 - a. Arrested or committed to a detention facility;
 - b. Committed to imprisonment upon conviction of a crime; or
 - c. Convicted of a felony
 2. It shall be the duty of the arresting law enforcement agency to cause a person charged with the commission of a felony to be fingerprinted and to forward those fingerprints to the State Bureau of Investigation.

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3. This section does not authorize the taking of photographs or fingerprints when the offense charged is a Class 2 or 3 misdemeanor under N.C.G.S. Chapter 20, "Motor Vehicles".
 4. This section does not authorize the taking of photographs or fingerprints of a juvenile except under N.C.G.S. §7B-2102 through §7B-2108.
 5. This section does not prevent the taking of fingerprints, photographs, moving pictures, video or sound recordings, or similar procedures to show a condition of intoxication or for other evidentiary use.
 6. Fingerprints or photographs taken pursuant to paragraph 1 above must be forwarded to the State Bureau Investigation, and a copy to other law enforcement agencies as needed.
- B. All suspects arrested in conjunction with an SBI investigation shall be photographed and fingerprinted in accordance with instructions set forth in each Judicial District Plan established under N.C.G.S. §15A-1383. A copy of this plan is maintained in the SBI Criminal Information and Identification Section and in each Clerk of Court Office.
1. If the suspect is arrested by an agent, fingerprints on the following forms will be obtained:
 - a. One arrest fingerprint card bearing SBI pre-printed ORI and address. The agent's file number must appear in the "OCA" block on the back of the card.
Also, the agent's name, agent number, and county of jurisdiction must appear on the back of the card in the block for State agencies.
 - b. SBI Final Disposition Report
 2. If an agent assists in the arrest of a suspect and the SBI was requested to render assistance, the suspect's fingerprints shall be taken on the following forms:
 - a. FBI criminal fingerprint card bearing the assisted agency's pre-printed ORI and address. The agent's file number must appear in the "Additional Information" block on the back of the card.
 - b. SBI Arrest Fingerprint Card bearing the assisted agency's pre-printed ORI and address. The agent's file number must appear in the "Additional Arrest Data" block on the back of the card.
 - c. SBI Final Disposition Report
- C. The case agent is responsible for ensuring fingerprints are taken and the SBI file number is indicated on the forms when submitted.
- D. The arrest fingerprint card should be forwarded to the SBI's Criminal Information and Identification Section as soon as possible.
- E. The agent with the warrants in hand shall attach the final disposition report to the original criminal process charging the suspect and deliver the papers to the magistrate.

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- F. If a suspect's fingerprints are to be also compared with latent evidence, an additional arrest fingerprint card will be completed (minus arrest data) and submitted as evidence to the Latent Evidence Section of the State Crime Lab.
- G. General Statutes concerning fingerprinting and reporting of dispositions:
 - 1. N.C.G.S. §15A-502 - Photographs and Fingerprints
 - 2. N.C.G.S. §15A-1381 – Disposition Defined
 - 3. N.C.G.S. §15A-1382 - Reports of Dispositions; Fingerprints
 - 4. N.C.G.S. §15A-1383 - Plans for Implementation of Article
 - 5. N.C.G.S. §7B-2200 - Transfer of Jurisdiction of Juvenile to Superior Court
 - 6. N.C.G.S. §7B-2201 - Fingerprinting Juvenile Transferred to Superior Court
- H. Collecting DNA sample incident to arrest
 - 1. The agent must obtain, or cause to be obtained, a DNA sample in accordance with N.C.G.S. §15A-266.3A at the time of the arrest or when fingerprinted.
 - 2. If the arrest is made without a warrant, the DNA sample shall not be obtained until a probable cause determination has been made.
 - 3. The DNA sample shall be a cheek swab taken in accordance with State Crime Lab procedures. A DNA blood sample shall only be taken upon court order and in accordance with N.C.G.S. §15A-266.6(b).
 - 4. Once the DNA sample has been taken, the agent shall forward or cause to be forwarded the DNA sample to the State Crime lab.

FINGERPRINTS AND PHOTOGRAPHS OF JUVENILES

- A. Fingerprints and photographs of persons under the age of 18 shall not be taken **unless:**
 - 1. The juvenile has been adjudicated delinquent under N.C.G.S. §7B-2411.
 - a. For a juvenile to be adjudicated delinquent pursuant to N.C.G.S. §7B-2411, the juvenile must:
 - 1) Have been at least ten years old when they committed the illegal act; and
 - 2) The illegal act that the juvenile committed must have amounted to a Class A, B, C, D, or E felony if committed by an adult; or
 - 2. The juvenile has been bound over to Superior Court from District Court to be tried as an adult; or
 - 3. The agent is under a court order by the Chief Resident Superior Court Judge to photograph/fingerprint all 16- and 17-year-olds per the Judge's plan; or
 - 4. If the juvenile faces imprisonment of more than two years, the juvenile can request the fingerprints and photograph to be taken if it would aid his defense; or

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5. If a prosecutor requests a court order and is granted one, the juvenile can be fingerprinted and photographed.
- B. Once fingerprints and photographs of an adjudicated delinquent juvenile have been obtained, the following three items must be submitted to the State Bureau of Investigation:
 1. One arrest fingerprint card without a check digit number. The card should clearly indicate in the “Additional Information” block “Delinquent Juvenile.”
 2. A quality photograph.
 3. A copy of the signed court order requiring the delinquent juvenile to be photographed and fingerprinted.

HOMELAND SECURITY TASK FORCE (HSTF)
REGIONAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI); U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI) – Charlotte; the United States Attorney’s Offices for the Western District of North Carolina, Middle District of North Carolina, Eastern District of North Carolina, and District of South Carolina; Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF); Drug Enforcement Administration (DEA); Internal Revenue Service, Criminal Investigations (IRS-CI); U.S. Marshals Service (USMS); South Carolina Law Enforcement Division (SLED); North Carolina State Bureau of Investigation (SBI); and Atlanta Carolinas High Intensity Drug Trafficking Area (AC HIDTA), (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

The parties intend to participate in the Homeland Security Task Force (HSTF), hereinafter HSTF, in Charlotte located in Central Operations and Regional Enforcement (CORE) Region #23, with Columbia, South Carolina as a Primary City according to the following protocols:

I. INTRODUCTION

On January 20, 2025, Executive Order 14159, titled “Protecting the American People Against Invasion,” announced the intent to create the HSTF. The goal of the HSTF will be to serve as a single, whole of government coordinated effort to combat threats posed to the homeland to stop the illegal trafficking of dangerous drugs and human beings, eliminate Cartels and Transnational Criminal Organizations (TCOs), and the trafficking of firearms.

The HSTF provides for the establishment of permanent multi-agency teams that work side-by-side within the CORE city locations and Primary office locations where they work together on intelligence-driven, multi-jurisdictional operations against a continuum of priority targets. These HSTFs will capitalize on the synergy created through the long-term relationships forged by investigators and analysts who remain together over time.

II. BACKGROUND

- A. The purpose of this (MOU) is to delineate the responsibilities of the HSTF personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. The MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, The United States, or the officers, employees, agents, or other associated personnel thereof.

- B. The HSTF has a three-tiered governance structure comprised of HSTF United States Government Cabinet-Level Principals, and FBI and HSI led National Executive Committee (NEC), and the 30 CORE cities Regional Executive Committees (REC). The NEC and the REC are both comprised of senior executives from participating agencies. This structure is to allow for synergy across all HSTFs, reduce redundant investigative and intelligence collection activities, and enable a greater whole of government approach to the mission of the HSTF.
- C. The HSTFs are co-led by the FBI and HSI and implemented in a three-phased approach nationwide. In support of this, a National Coordination Center (NCC) is being established at the location formerly utilized as the OCDETF Fusion Center in Merrifield, Virginia. The NCC will be staffed by federal interagency law enforcement, Department of Defense, and intelligence partners to provide funding and logistical resources, criminal network analysis, and operational support to the HSTFs nationwide.

III. **MISSION**

- A. The HSTF's mission is to end the presence of criminal cartels, foreign gangs, and transnational criminal organizations throughout the United States; dismantle cross-border human smuggling and trafficking networks; end the scourge of human smuggling and trafficking, with particular focus on such offenses involving children; and ensure the use of all available law enforcement tools to faithfully enforce the laws of the United States.
- B. The HSTF will utilize the effectiveness of federal, state, local, and tribal law enforcement resources through a well-coordinated initiative seeking the most effective avenues by which to investigate, charge, convict, incarcerate and/or remove from the homeland dangerous offenders by targeting:
 - 1. The command-and-control elements of TCOs involved in the transportation and laundering of drug proceeds, using both bulk cash smuggling and sophisticated laundering activities, and financial transactions using financial institutions, money service businesses, and international financial entities (if applicable).
 - 2. The command-and-control elements of TCO priority targets, including Consolidated Priority Organization Targets (CPOTs), Regional Priority Organization Targets (RPOTs), Office of Foreign Assets Control (OFAC) Targets, designated Foreign Terrorist Organizations (FTOs), and their criminal associates; and
- C. To accomplish this mission the HSTF shall:
 - 1. Maintain and foster an ethos and culture based on the overriding principle of success through collaboration and cooperation using a multi-agency HSTF model;

2. Initiate investigations targeting the command and control and support elements of TCOs regardless of their geographic base of operations;
 3. Identify, interdict, and seize illicit proceeds being transported and laundered by the TCOs, regardless of their geographic base of operations, and identify and seize their criminally derived assets ensuring close coordination with the HSTF NCC when appropriate;
 4. Locate and apprehend members of the TCOs. For subjects located abroad, cooperate with existing foreign law enforcement vetted teams of the participating agencies;
 5. Prosecute the command-and-control and support elements of the TCOs;
 6. Follow guidelines as established by the HSTF NEC
 7. Work collaboratively with other HSTF's and all law enforcement partners while ensuring information is shared and deconflicted with the NCC in accordance with established policies and procedures, including those pertaining to FTO's and TCO's.
- D. All participating agencies acknowledge that any new or existing investigative and/or intelligence initiatives related to criminal cartels, foreign gangs, cross-border human smuggling and trafficking networks, and other TCOs should be presented to the Core/Primary HSTF for inclusion under the HSTF umbrella.

IV. **AUTHORITIES** *(as applicable)*

- A. Authority for the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) to enter into this agreement may be found at 28 U.S.C. § 599A, 31 U.S.C. § 6305, and 28 C.F.R. § 0.130.
- B. Authority for the United States Coast Guard Investigative Service (CGIS) to enter into this agreement may be found at 14 U.S.C. § 701.
- C. Authority for the Drug Enforcement Administration (DEA) to enter into this agreement may be found at 21 U.S.C. § 873 and 28 C.F.R. § 0.100.
- D. Authority for the Federal Bureau of Investigation (FBI) to enter into this agreement may be found at 28 U.S.C. § 533, 34 U.S.C. § 10211, and 28 C.F.R. § 0.85.

- E. Authority for the Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) to enter into this agreement may be found under the Homeland Security Act of 2002 (codified in Title 6 of the United States Code), 6 U.S.C. § 112.
- F. Authority for the Internal Revenue Service, Criminal Investigations (IRS-CI) to enter into this agreement may be found under Secretary of the Treasury's authority to investigate money laundering operations pursuant to 18 U.S.C. §§ 981, 1956(e), and 1957(e). The Secretary has delegated that authority to the Commissioner of Internal Revenue where the underlying conduct is subject to investigation under the Internal Revenue Code or the Bank Secrecy Act, as amended, 31 U.S.C. §§ 5311-5328 [and any other provisions considered necessary].
- G. Authority for the Department of Labor, Office of the Inspector General (DOL-OIG) to enter into this agreement may be found under the Inspector General Act of 1978, and its criminal and civil investigative authority can be found under 5 U.S.C. § 552 and 552(a), 31 U.S.C § 3729, and 18 U.S.C. sections on crime and criminal procedures as they pertain to the OIG's oversight of department programs, employee misconduct, and labor racketeering.
- H. Authority for the Department of State, Bureau of Diplomatic Security (DSS) to enter into this agreement may be found at 22 U.S.C. §§ 2709 and 4802.
- I. Authority for the United States Marshals Service (USMS) to enter into this agreement may be found at 28 U.S.C. §§ 564 and 566(e)(1)(B).
- J. Authority for the United States Postal Service, United States Postal Inspection Service (USPIS) to enter into this agreement may be found at 18 USC § 3061 [and any other provisions considered necessary].
- K. Authority for the United States Secret Service (USSS) to enter into this agreement under the direction of the Secretary of Homeland Security may be found at 18 U.S.C § 3056.
- L. Any existing authorities not mentioned above, shall fall under the following EO created on January 20, 2025, Executive Order 14159, titled "Protecting the American People Against Invasion."

V. **GOVERNANCE STRUCTURE**

- A. The HSTF NCC will be co-led by the FBI and HSI supported by the National Executive Committee (NEC). The NCC NEC will oversee 30 HSTF CORE offices; each establishing an HSTF REC.

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- B. **HSTF CORE Region #23** will include participation from federal, state, and local law enforcement agencies whose investigative focus includes the investigative priorities of the HSTF as listed above. The United States Attorney's Office(s) (USAO) for the Western District of North Carolina, Middle District of North Carolina, Eastern District of North Carolina, and District of South Carolina and the following federal agencies shall assign personnel to the HSTF:
1. **U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI)**
 2. **Federal Bureau of Investigation (FBI)**
 3. **Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)**
 4. **Internal Revenue Service Criminal Investigation (IRS-CI)**
 5. **Drug Enforcement Administration (DEA)**
 6. **United States Marshals Service (USMS)**
- C. In addition, state, local, and tribal law enforcement agencies may agree to assign personnel to **HSTF CORE Region #23**, including but not limited to,
1. **South Carolina Law Enforcement Division (SLED), North Carolina State Bureau of Investigation (SBI), and Atlanta-Carolinas High Intensity Drug Trafficking Area (AC HIDTA).**
- D. All agencies that participate in the HSTF agree to assign agency participants consisting of dedicated officers, agents, analysts, and/or professional support staff to the HSTF.
- E. Day-to-day operational and investigative matters pertaining to the HSTF shall be directed by assigned HSTF Supervisors. HSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU. HSTF personnel will report to their respective agencies for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the HSTF.
- F. The HSTF REC, in consultation with the HSTF NCC and the pertinent HSTF satellite office, may, by a majority vote of its members, and written notification to the NCC, admit new federal, state, or local agencies as participating agencies in the HSTF. Prior to admission, any new participating agency shall sign and agree to the terms of this MOU through a written addendum.

- G. This MOU shall be reviewed by the HSTF REC at its annual meeting. Further, addendums to the MOU, consistent with revised future HSTF Guidelines, if any, will be incorporated into the MOU and updated as needed.

HSTF CORE Regional Executive Committee (REC)

- H. **HSTF CORE Region #23** shall be led by the FBI Special Agent in Charge (SAC) and the HSI SAC. These positions will not rotate. The leadership of the HSTF will be supported by the REC which will be comprised of senior leadership from participating federal, state, and local agencies as well as the United States Attorney for Western District of North Carolina, Middle District of North Carolina, Eastern District of North Carolina, and District of South Carolina.
- I. It shall be the function of the HSTF REC to approve any change in the policies and procedures of the HSTF. The REC will exercise the decision-making functions described in this MOU and undertake any action necessary for the effective and continued function of the HSTF. In addition, the HSTF Deputy Director (DD) and Assistant Deputy Directors (ADDs) should strive to resolve any jurisdictional conflicts that may arise between the HSTFs, its participating member agencies, and any other law enforcement entity involved in an HSTF investigation, if the conflict cannot be resolved at the operational or management level of the HSTF.
- J. The HSTF REC shall seek to resolve any dispute, including any procedural and policy-related change and any decision to ensure the continued successful operation of the HSTF, through consensus of all members of the REC. If a consensus resolution cannot be reached, then the REC will contact the HSTF NCC to resolve the matter, which may involve consultation with the Attorney General or Secretary of Homeland Security.
- K. No later than 30 days following the end of each federal fiscal year, the HSTF Co-Leaders set forth in Section II, paragraph C, will submit to the NEC an annual report which should include a brief summary of HSTF investigations for the previous year that resulted in federal or state criminal charges, the number of priority criminal organizations disrupted and/or dismantled, individuals charged in each investigation, description of the charges, any deportations/removals conducted, any case dispositions, description of contraband, firearms, and financial assets seized and/or forfeited, and investigations and/or prosecutions involving illicit finance and/or financially focused cases, or an explanation of the lack of cases.
- L. The REC will host a quarterly meeting, the purpose of which will be to ensure the HSTF is following the established HSTF Implementation Guide, National HSTF Charter, the

Regional HSTF Concept of Operations and all current MOUs pertaining to the HSTF. Meeting attendees shall include members of the REC, agency heads of any task force personnel assigned to the HSTF, the HSTF designated USAO representative, and all HSTF supervisors should also be invited to attend.

Lead HSTF Attorney (LHA)

- M. The United States Attorney(s) for the District(s) of Western District of North Carolina, Middle District of North Carolina, Eastern District of North Carolina, and District of South Carolina will designate at least one dedicated senior Assistant U.S. Attorney (AUSA), to serve as the Lead attorney for the HSTF (LHA).¹ This LHA will have significant investigatory and prosecutorial experience in large-scale, complex, criminal network cases. The LHA will be co-located in the HSTF facility and shall not be assigned other duties that would interfere with his/her ability to fulfill their primary responsibility of providing case-related legal advice to all participating investigators, prosecuting or overseeing the prosecution of all federal HSTF cases, and collaborating with state prosecutors regarding state HSTF charges. Additional AUSAs may be assigned to HSTFs permanently or on a case-by-case basis.

Local Command Structure

- N. Each HSTF CORE city location will be co-led by the SAC from HSI and the Assistant Director in Charge or SAC from the FBI, which will jointly serve as the local HSTF Directors. The Directors shall establish a REC which should be comprised of senior leaders from the participating agencies in the HSTF in that region. This committee would be responsible for HSTF investigative and intelligence priorities, ensuring adequate personnel equities, addressing issues within the HSTF, and ensuring seamless operation of the HSTF. This committee should convene quarterly.
- O. To facilitate the effectiveness of the REC, the HSTF will have a HSTF Deputy Director (DD) and Assistant Deputy Director (ADD) which will rotate every year between the FBI and HSI. DDs and ADDs will be ASAC or equivalent-level GS-15 employees. A second ADD will be appointed by the REC from a third federal agency partner. This position will be reviewed every year but may remain the same if the REC elects to leave the current federal agency ADD in place.
- P. The HSTF Deputy Director (with assistance from either Assistant Deputy Director) shall:

¹ If there is more than one United States Attorney in the region, each United States Attorney should designate a senior AUSA to serve as the LHA for investigations that will be prosecuted by his/her USAO.

1. Be responsible for the administrative management and interagency coordination of the participating agencies in the HSTF physical space and related issues (i.e., lease/rent, IT matters, building utilities, infrastructure, maintenance, sanitation, office supplies, parking, etc.);
2. Coordinate matters relating to the annual and supplemental budgets of the HSTF in consultation and coordination with the REC; and
3. Be responsible for all reporting requirements, including annual and quarterly reports to the NCC. Reporting should be automated and supplied from agency systems into the Management Information System (MIS), a central HSTF reporting system.

Operations Committee

- Q. The HSTF will include an Operations Committee. HSI and the FBI shall each designate an ASAC or the equivalent to serve on the Operations Committee. The LHA, Deputy Director, and Assistant Deputy Directors shall serve on the Operations Committee.
- R. The Operations Committee shall report to the REC and shall be responsible for operational oversight of investigations and setting HSTF investigative priorities consistent with the HSTF mission.
- S. The Operations Committee will be responsible for operational issues including, but not limited to, determining targeting priorities, prosecution/declination/removal matters, coordination of prosecutorial priorities with other prosecution authorities, and leveraging HSTF resources. Operational authority is **not** tactical authority. Tactical decision-making authority (i.e., when/how to execute a search warrant or managing surveillance, etc.) rests with law enforcement group supervisors in direct command of enforcement groups and their respective chains-of-command.
- T. The Operations Committee shall participate in the coordination of all HSTF investigations. The Operations Committee shall ensure that all HSTF personnel comply with home agency guidance on information sharing and utilize all relevant law enforcement intelligence and targeting centers available to them to illuminate all criminal networks. This will ensure that the HSTF investigations and cases proceed in accordance with its core mission.
- U. The Operations Committee shall work together to resolve any disputes through consensus from the members of the Operations Committee. The LHA will also serve as an intermediary to resolve any potential operational conflicts between participating agencies.

If a dispute cannot be resolved by the Operations Committee, the matter shall be presented to the REC for a resolution.

Enforcement Groups

V. The HSTF shall be comprised of the following enforcement groups:

HSTF Charlotte - Enforcement Group 1 (HSI-led) – TOC/FTO and Weapons Trafficking – HSTF Charlotte EG1 is a specialized federal law enforcement team committed to dismantling transnational criminal gangs and disrupting international weapons trafficking networks through a unified, whole-of-government strategy. Charlotte EG1 mobilizes the full spectrum of U.S. government resources to combat violent criminal networks who pose threats to national security and public safety. The group integrates the capabilities of federal, state, local, and international partners to conduct intelligence-driven investigations targeting the leadership, logistics, and financial infrastructure of transnational criminal organizations. To protect the American people from foreign-sourced criminal threats, Charlotte EG1 uses cutting-edge investigative tools, covert operations, and interagency intelligence sharing to aggressively pursue violent transnational criminal gangs and the arms trafficking networks that supply them.

1. HSI
2. FBI
3. ATF
4. U.S. Customs and Border Protection (CBP)
5. U.S. ICE Enforcement and Removal Operations (ERO)
6. Alexander County Sheriff's Office
7. Cabarrus County Sheriff's Office
8. CMPD
9. Kannapolis Police Department
10. Richmond County Sheriff's Office
11. Waxhaw Police Department

HSTF Charlotte - Enforcement Group 2 (HSI-led) – Targeting Illicit Finance and TOC/FTO Activity – HSTF Charlotte EG2 is dedicated to combating illicit finance and immigration based financial criminal activity associated to Transnational Criminal Organizations (TCOs)/designated Foreign Terrorist Organizations (FTOs) through a comprehensive and collaborative approach. By leveraging the expertise of federal, state, and local law enforcement agencies, the Charlotte EG2 effectively identifies, investigates, and prosecutes financial crimes. The task force employs advanced techniques, to include analytical tools, investigative techniques, undercovers, and informants, to uncover complex financial networks and disrupt the operations of criminal organizations. Additionally, the Charlotte EG2 prioritizes intelligence sharing and interagency cooperation to enhance the efficiency and

effectiveness of its efforts. Through targeted enforcement actions and strategic partnerships, the task force aims to deter financial crime and safeguard the financial system.

1. HSI
2. FBI
3. Federal Deposit Insurance Corporation (FDIC) Office of Inspector General (OIG)
4. Internal Revenue Service Criminal Investigation (IRS-CI)
5. U.S. Postal Inspection Service (USPIS)
6. U.S. Small Business Administration (SBA) Office of Inspector General (OIG)
7. NC Insurance Bureau
8. Gaston County Police Department
9. Huntersville Police Department
10. Kings Mountain Police Department

HSTF Charlotte - Enforcement Group 3 (HSI-led) – TOC/FTO and Narcotics Smuggling via Transportation Sector – HSTF Charlotte EG3 targets TCOs/designated FTOS smuggling narcotics and bulk cash through commercial transportation systems such as airlines, commercial mail, trains, and buses. Charlotte EG3 employs a whole-of-government approach to safeguard national security and infrastructure. The team unites federal, state, and local law enforcement agencies to conduct joint investigations and interdictions. Charlotte EG3 leverages advanced technologies, intelligence-led targeting, and proactive enforcement tactics to disrupt illicit trafficking networks. Investigative strategies include surveillance, controlled deliveries, informants, and interdiction across multiple transit platforms. Intelligence sharing and interagency coordination are central to Charlotte EG3's mission, ensuring operational efficiency and impact. Through strategic enforcement and unified partnerships, Charlotte EG3 aims to dismantle criminal supply chains and protect the American people.

1. HSI
2. FBI
3. Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
4. CBP
5. NC Department of Adult Corrections
6. CMPD
7. Cornelius Police Department
8. Matthews Police Department
9. Pineville Police Department
10. Stallings Police Department

HSTF Charlotte - Enforcement Group 4 (FBI-led) – TOC and FTO focus. HSTF Charlotte EG4 will utilize the full range of investigative resources at the local, state and federal level to identify, disrupt and dismantle TOC actors and FTOs operating in the Western District of North Carolina. Charlotte EG4 will focus intelligence and investigative efforts to stem the flow of bulk narcotics into the Area of Responsibility and seize the proceeds of TOC/FTO activity. EG4 will continue to leverage the full range of FBI and partner investigative resources to

disrupt and dismantle violent transnational criminal gangs operating within the AOR or having influence in the AOR. Charlotte EG4 will drive investigations to identify main threat actors operating within the AOR or outside the United States and make every effort to hold them accountable for their activity.

1. FBI
2. HSI
3. DEA
4. IRS-CI
5. USPIS
6. CMPD
7. Gastonia Police Department

HSTF Columbia (Primary City - Columbia, SC) (FBI-led) – TOC and FTO focus. HSTF Columbia will apply the full range of investigative resources at the local, state and federal level to identify, disrupt and dismantle TOC actors and FTOs operating throughout South Carolina. HSTF Columbia will focus intelligence and investigative efforts to stem the flow of bulk narcotics into the Area of Responsibility and seize the proceeds of TOC / FTO activity. HSTF Columbia will continue to leverage the full range of FBI and partner investigative resources to disrupt and dismantle violent transnational criminal gangs operating within the AOR or having influence in the AOR. HSTF Columbia will drive investigations to identify main threat actors operating within the AOR, or outside the United States, and make every effort to hold them accountable for their activity.

1. FBI
2. HSI
3. DEA
4. ATF
5. IRS-CI
6. SLED

HSTF Greenville (HSI-led) – TOC and FTO Focus. HSTF Greenville will utilize investigative assets from the federal, state, and local levels to identify, target, and dismantle TOCs/FTOs operating in the District of South Carolina and Western District of North Carolina. HSTF Greenville will leverage these assets to combat the flow of bulk quantities of narcotics into South Carolina and Western North Carolina and seize the assets of identified TOCs/FTOs. HSTF Greenville will employ all analytical and investigative tools at its disposal, to include confidential informants, undercover operatives, targeted enforcement actions, and extensive electronic surveillance techniques to illuminate, infiltrate, and dismantle the TOC/FTO supply network. HSTF Greenville will prioritize intelligence and interagency cooperation to maximize the efficiency and effectiveness of its efforts in hopes of ensuring public safety.

1. HSI
2. FBI
3. ATF
4. USPIS
5. DEA
6. IRS-CI
7. SLED
8. Greenville County Multi-Jurisdictional Drug Enforcement Unit (DEU)
9. Cherokee County Sheriff's Office
10. Spartanburg County Sheriff's Office
11. Oconee County Sheriff's Office
12. Greenville County Sheriff's Office
13. Greenville-Spartanburg (GSP) International Airport Police Department
14. South Carolina Dept. of Corrections
15. Anderson City Police Department

HSTF Charleston (HSI-led) – FTO/TOC focused. HSTF Charleston, utilizing a whole-of-government approach, seeks to identify, disrupt, and dismantle transnational organized crime (TOC) activity and designated Foreign Terrorist Organizations (FTOs). HSTF Charleston fosters a collaborative approach with local, state, federal, and international partners to conduct strategic, intelligence-driven criminal investigations in the District of South Carolina. HSTF Charleston will continue to employ the full range of investigative tools to combat the smuggling of contraband, sensitive items, and technologies through the port system and within the Charleston Area of Responsibility (AOR). Through this approach, HSTF Charleston aims to hold bad actors accountable and bring them to justice, both within the AOR and around the world.

1. HSI
2. CBP
3. FBI
4. DEA
5. IRS-CI
6. SLED
7. Florence County Sheriff's Office
8. Clarendon County Sheriff's Office
9. Charleston County Airport Police Department
10. Charleston Police Department
11. Berkeley County Sheriff's Office
12. Summerville Police Department

HSTF Greensboro (HSI-led) – TCO/FTO focus. HSTF Greensboro will spearhead investigations to identify, disrupt and dismantle TCO actors and FTOs operating in the

Middle District of North Carolina. HSTF Greensboro represents a partnership of federal, state and local investigative agencies that will focus intelligence and investigative efforts to target narcotics operations and seize the proceeds of TCO/FTO activity. Using the full range of HSI and partner investigative resources to cripple TCO/FTOs operating within the MDNC, HSTF Greensboro will drive investigations to identify main threat actors and build excellent cases to hold the offenders accountable.

1. HSI
2. FBI
3. IRS-CI
4. USPIS
5. Greensboro Police Department
6. Winston-Salem Police Department
7. Forsyth County Sheriff's Office
8. Alamance County Sheriff's Office
9. Davie County Sheriff's Office
10. Eden Police Department
11. Piedmont Triad International Airport Police Department
12. Rowan County Sheriff's Office
13. Iredell County Sheriff's Office

HSTF Raleigh - Enforcement Group 1 (HSI-led) – Targeting TOC, FTOs, and Illicit Activity. HSTF Raleigh EG1 is committed to identifying, disrupting, and dismantling transnational criminal organizations (TCOs) and designated foreign terrorist organizations (FTOs) operating within the 28-county Area of Responsibility (AOR) in and around Raleigh, North Carolina. Raleigh EG1 will focus its intelligence and investigative efforts on combating narcotics trafficking, money laundering, bulk currency smuggling, and other illicit activities that threaten the safety and security of the region. Through proactive strategic highway interdiction and airport interdiction operations, Raleigh EG1 will stem the flow of illegal narcotics and illicit proceeds while leveraging advanced investigative techniques, intelligence sharing, and interagency collaboration to target career enterprise drug trafficking organizations (DTOs). By employing a comprehensive and collaborative approach with federal, state, and local partners, Raleigh EG1 will work to dismantle criminal networks, hold perpetrators accountable, and safeguard the communities within its jurisdiction.

1. HSI
2. FBI
3. CBP
4. ATF
5. SBI
6. Raleigh Police Department
7. Durham County Sheriff's Office

8. Cary Police Department

HSTF Raleigh - Enforcement Group 2 (HSI-led) – National Security, Cyber, and Financial (NSCF) – HSTF Raleigh EG2 is dedicated to combating the illicit finance, cybercrime, national security threats, and immigration-based offenses associated with Transnational Criminal Organizations (TCOs) and/or designated Foreign Terrorist Organizations (FTOs). Through a comprehensive and collaborative approach, Raleigh EG2 will leverage the expertise of federal, state, and local law enforcement agencies to identify, investigate, and prosecute TCO members who commit financial, cyber, national security, and immigration-related violations. Raleigh EG2 will utilize advanced investigative techniques, intelligence sharing, and interagency collaboration to safeguard traditional and emerging financial networks, uncover illicit finance, and disrupt and dismantle the TCOs that seek to exploit legitimate enterprise in the Eastern District of North Carolina. Additionally, Raleigh EG2 seeks to strengthen national security by preventing TCOs, FTOs, and other threat actors from illegally obtaining U.S. military items and controlled dual-use commodities, technology, and technical data

1. HSI
2. FBI
3. IRS-CI
4. NCIS
5. Army CID
6. Department of Commerce, Bureau of Industry and Security

HSTF Raleigh - Enforcement Group 3 (FBI-led) – TOC and FTO focus. HSTF Raleigh EG3 will utilize the full range of investigative resources at the local, state and federal level to identify, disrupt and dismantle TOC actors and FTOs operating in the Middle and Eastern Districts of North Carolina. Raleigh EG3 will focus intelligence and investigative efforts to stem the flow of bulk narcotics into the Area of Responsibility and seize the proceeds of TOC/FTO activity. Raleigh EG3 will continue to leverage the full range of FBI and partner investigative resources to disrupt and dismantle violent transnational criminal gangs operating within the AOR or having influence in the AOR. Raleigh EG3 will drive investigations to identify main threat actors operating within the AOR or outside the United States and make every effort to hold them accountable for their activity.

1. FBI
2. HSI
3. ATF
4. DEA
5. Raleigh Police Department
6. Durham County Sheriff's Office
7. Nash County Sheriff's Office
8. Wake County Sheriff's Office

9. Halifax County Sheriff's Office
10. Chatham County Sheriff's Office
11. Lee County Sheriff's Office

HSTF Wilmington (HSI/FBI joint-led) – TOC and FTO focus. HSTF Wilmington will utilize the full range of investigative resources at the local, state and federal level to identify, disrupt and dismantle TOC actors and FTOs operating in the Eastern District of North Carolina. HSTF Wilmington will focus intelligence and investigative efforts to stem the flow of bulk narcotics into the Area of Responsibility and seize the proceeds of TOC/FTO activity. HSTF Wilmington will continue to leverage the full range of HSI, FBI, and partner investigative resources to disrupt and dismantle violent transnational criminal gangs operating within the AOR or having influence in the AOR. HSTF Wilmington will drive investigations to identify main threat actors operating within the AOR or outside the United States and make every effort to hold them accountable for their activity

1. HSI
2. FBI
3. DEA
4. CBP
5. NCIS
6. US Coast Guard Investigative Service
7. US Coast Guard
8. New Hanover County Sheriff's Office
9. Craven County Sheriff's Office
10. Sampson County Sheriff's Office
11. Brunswick County Sheriff's Office
12. Dare County Sheriff's Office
13. Currituck County Sheriff's Office
14. Wilmington Police Department
15. Nags Head Police Department
16. SBI
17. NC Department of Public Safety

Enforcement Group Supervisors

- W. The participating agencies shall designate Enforcement Group Supervisors (Supervisors) for the HSTF Enforcement Groups where such agencies have assigned significant personnel. The Supervisors shall be at the GS-14 level or equivalent and shall not be assigned other duties by their parent agency that would interfere with their ability to effectively manage their HSTF enforcement group.

VI. OPERATIONAL AND ADMINISTRATIVE PROCEDURES

- A. The HSTF shall comply with all policies and procedures of the HSTF Charter, including the HSTF Implementation Guide and Regional HSTF Concept of Operations, as issued by the HSTF NCC and HSTF CORE offices.
- B. Each agency will participate on the HSTF pursuant to their own authority. Participating federal agencies shall assign personnel to the HSTF according to the standards set by the REC and may deputize state, local and/or tribal law enforcement officers to serve as federal task force officers (TFO) assigned to the HSTF on a full-time or case-specific basis pursuant to the federal agency's policies and authorities, provided that:
 - 1. The deputizing federal agency is a member of the HSTF;
 - 2. The deputizing federal agency has at least one federal agent assigned to the HSTF; and
 - 3. The state or local law enforcement officer(s) remains in good standing with the deputizing federal agency.
- C. Each agency employee assigned to the HSTF will remain subject to the personnel rules, regulations, laws, and policies applicable to his or her respective agency and the HSTF NEC and RECs. Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees, as required by law. Legal representation by the United States is determined by the Department of Justice on a case-by-case basis. The parties cannot guarantee the United States will provide legal representation to any federal, state, or local law enforcement officer or employee.
- D. All complaints, allegations, or information relative to misconduct or breaches of integrity involving HSTF members while in the performance of HSTF duties will be investigated by and in accordance with the rules and guidelines of the employee's parent agency. An informational notification will be made per agency protocol to the Regional CORE HSTF Director in all such instances.
- E. In the event of a substantiated complaint of misconduct or breach of integrity, all determinations of financial liability and/or disciplinary action will be made by the parent agency of the member(s) concerned. Each agency will evaluate the circumstances surrounding the specific allegations and independently decide if the individual agency chooses to participate in the inquiry. It is understood and expected that the investigation will be conducted by one or more participating agencies' respective internal investigating bodies, or its designees. The HSTF NEC and RECs reserve the right to terminate any

participating agent or officer from his or her assignment to the HSTF for any reason. Officers who have tested positive for the use of illegal drugs, or officers for whom there is other evidence of illegal drug use or substance abuse known to a participating state or local police department, shall not be assigned to the HSTF.

- F. It is understood that this policy, as reflected in paragraph E above, is flexible and that initial decisions with respect to who will investigate allegations are not binding and are subject to re-evaluation as dictated by circumstances which may be disclosed during the course of an inquiry.
- G. In the event of an agent/officer shooting or other critical incident involving members (s) of the HSTF, which is a direct result of a HSTF investigation, the agency with primary jurisdiction (meaning that agency whose agent/officer was involved in the shooting or other critical incident), will designate the agency that will conduct the investigation. The agency with primary jurisdiction agrees that any internal administrative investigation involving its employees will not interfere with the criminal investigation. The agency with primary jurisdiction agrees to allow any other HSTF participating agency involved in the incident to conduct a collateral administrative investigation provided that the collateral investigation does not interfere with or jeopardize the primary investigation. If more than one agency is involved in a shooting or other critical incident, the agencies may agree to share any information resulting from the collateral investigation(s), consistent with the sharing agency's rules and regulations. Each participating agency's use of force policy, including the use of deadly force, will be in effect for their respective HSTF members. A criminal or administrative investigation of a HSTF member involved in a shooting or other critical incident as described in this paragraph is not intended to replace or otherwise substitute for an investigation by the appropriate local law enforcement agency where the shooting occurs.
- H. The use of undercover operations shall be consistent with the administrative guidelines of the federal agency sponsoring the activity and approved through the HSTF Group Supervisor responsible for the operation.
- I. All investigative reports should be prepared utilizing federal investigative case management system(s), utilizing appropriate case report numbers. The participating agency(ies) should share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there should be no duplication of reports, but rather a single report prepared by a designated individual, which can be duplicated as necessary. Every effort should be made to document investigative activity on Federal Agency Reports of Investigation (ROI),

unless otherwise agreed to by the participating agency(ies). This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

- J. Information should be freely shared among HSTF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations, consistent with other applicable memoranda of understanding between HSTF member agencies. No information gathered during the course of HSTF operations, to include informal communications between TFOs, Special Agents, or other HSTF personnel, may be disseminated to any third party or non-HSTF member (excluding the HSTF National Coordination Center) by any member without the express permission of the federal investigative agency responsible for such information, obtained from that agency(ies) Special Agent in Charge or his/her designee.

VII. **GENERAL PROVISIONS**

- A. This HSTF MOU shall be effective upon execution (signature) by all parties listed as signatories hereto. This MOU will remain in effect until such time as all parties:
 - 1. Enter into a new MOU;
 - 2. Revise the MOU in writing; or
 - 3. Rescind this MOU in writing within 180-days' advance written notice to the National Coordination Center.
- B. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of any party, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this MOU. This MOU shall not be construed as, or deemed to be, an MOU for the benefit to any third parties and no third parties shall have any right of action hereunder for any cause whatsoever.
- C. This MOU constitutes the complete understanding between the parties. No amendment or modifications of this MOU shall be valid unless such amendment or modification is in writing and approved by official action of all parties to this MOU.
- D. If any provision of the MOU is held to be unenforceable for any reason, the remainder of this MOU shall remain in effect.
- E. Nothing in this MOU shall constitute an agreement for, or provision of, the obligation or exchange of funds between the participating agencies, nor does it make any commitment of funds or resources. All participating agencies will be responsible for fiscal obligations incurred by their personnel on investigations not directly related to HSTF operations while

a member of the HSTF. Unless otherwise agreed in writing, each participating agency shall bear its own costs in relation to this MOU. Expenditures by each participating agency will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The participating agencies also expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

- F. During the period of assignment to the HSTF, all participating state, local, and tribal agencies will remain responsible for establishing the salary and benefits, including overtime, of their officers assigned to the HSTF and for making payments due to them. Any participating state or local agency may enter into an agreement with an eligible sponsoring federal agency participating in the HSTF pursuant to the appropriate State and Local Overtime (SLOT) and/or Authorized Expense Program for reimbursement of the actual overtime wage payments made to participating state, local, and tribal officers assigned to the HSTF (the Sponsoring Agreement). Any Sponsoring Agreement is subject to an approval process and the availability of funds.
- G. State, local, and tribal participating agencies shall maintain on a current basis complete and accurate overtime records and accounts of all obligations and expenditures of overtime funds under the Sponsoring Agreement in accordance with generally accepted accounting principles and instructions provided by the HSTF to facilitate onsite inspection and auditing of such records and accounts.
- H. Participating state, local, and tribal agencies shall permit and have readily available for examination and auditing by the REC, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to the Sponsoring Agreement. In addition, all participating agencies shall maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six years and three months after the close of each fiscal year, whichever is later.
- I. Participating state and local agencies will not charge any indirect cost rate to any other participating agency, for the administration or implementation of this MOU during the time thereof.
- J. The participating state, local, and tribal agencies agree that an authorized officer or employee will execute and return to the HSTF DD an OJP Form 406116, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The participating state, local, and tribal agencies

acknowledge that the Sponsoring Agreement will not take effect, and no federal funds will be awarded to the participating state, local, and tribal agency until the completed certification is received.

- K. All equipment purchased with HSTF resources on behalf of the HSTF by its participating agencies must be made available for sole use by the HSTF. Equipment purchased must follow the participating agency's procurement, usage, and retirement procedures but usage for the entirety of the equipment's lifecycle must solely be for the HSTF.
- L. The parties agree that written concurrence of the HSTF REC is required prior to modification or reallocation of resources within the HSTF CORE offices as well as any changes to this MOU. This includes, but is not limited to, the adding or changing of the make-up of any enforcement group(s) or change in the HSTF mission, the relocation of any enforcement groups, or any other change to the structure or operations of the HSTF.
- M. As field office resources permit, participating and deputizing agencies may provide vehicles for TFOs, and agents assigned to the HSTF. Participating and deputizing agencies may be responsible for gasoline, routine maintenance, repairs, and other costs associated with these vehicles. Participating and deputizing agencies also remain responsible for firearms, ammunition, protective gear, and other equipment necessary for the proper performance of their personnel assigned to the HSTF. Participating and deputizing agencies will follow all established policies and procedures related to salary and overtime funding.
- N. Should the signatories to this MOU agree to disband the HSTF, this MOU may be rescinded in its entirety with 180-days' advance written notice to the HSTF REC, which, in turn, will consult with the HSTF NCC. Upon receipt of such a Notice of Intent to Disband, a dissolution date will be set by the HSTF REC. Billings for all outstanding obligations should be received by the Deputy Director within 90 days following the dissolution date set by the REC.
- O. Unless otherwise agreed to by the HSTF and the fiduciary, if any, each agency participating in this MOU shall be solely responsible for any and all costs and expenses incurred to accomplish its responsibilities under this MOU, and each participating agency shall obtain all necessary approvals and/or appropriations from its governing bodies and/or executive officers to accomplish such responsibilities in a timely manner. Each agency participating in this MOU shall be solely responsible for providing any and all labor that may be necessary to accomplish its responsibilities under this MOU, whether through employees, agents, contractors, volunteers, and/or other third parties.

- P. Any notice required to be delivered by this section shall be deemed to have been received when the notice has been communicated successfully by the HSTF NCC, the Chair (or Co-Chairs if more than one) of the HSTF NEC or RECs, or the Special Agents in Charge (SAC) from any participating federal, tribal, state, or local agency.
- Q. Officers of federal, state, and local enforcement agencies assigned to the HSTF shall work with Assistant United States Attorneys in civil, criminal, and/or parallel forfeiture proceedings.

VIII. ASSET FORFEITURE AND SHARING

- A. Assets seized during **HSTF** investigations will be forfeited pursuant to federal law.
 - 1. Equitable sharing of forfeited assets with state, local, and tribal agencies, and a federal agency's use of the Federal Contribution Form, shall follow the most current version of the joint DOJ and Treasury guidelines for equitable sharing. Those guidelines are published in the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies* (hereinafter referred to as DOJ/Treasury Guide) and may be supplemented by the Attorney General or the Secretary of the Treasury. The joint guidelines address all major aspects of equitable sharing with state, local, and tribal agencies, and the use of the Federal Contribution Form by federal agencies. The HSTF understands that in order for its member law enforcement agencies to receive shared funds, the member agency must be compliant with program guidelines and reporting requirements. Each member agency's Agency Head and Governing Body Head must first submit, then annually resubmit, the member agency's Equitable Sharing Agreement and Certification (ESAC). By signing and submitting the ESAC, each member agency and its jurisdiction agree to abide by all policies set forth in the current DOJ/Treasury Guide and all subsequent updates.
 - 2. **Financial Management Requirements:** Equitable sharing funds are awarded to each member agency to be spent at the discretion of the recipient agency in accordance with the permissible uses as set forth in the DOJ/Treasury Guide. All federally shared funds received by each member agency will be maintained in separate revenue accounts/accounting codes by each member agency's jurisdiction. These funds will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the jurisdiction.

*This **HSTF** MOU will determine sharing (distributions) based upon Work Hours and Qualitative Factors.*

Any terms or agreements regarding sharing must at all times comply with the DOJ/Treasury Guide.

3. No sharing request or recommendation, including shares listed in this MOU, or any other agreement, is final until approved by the federal deciding authority.
- B. In cases involving foreign assistance, domestic sharing occurs after all international sharing is completed. In addition, the task force understands that sharing is only available from remaining net proceeds after recovery of government expenses and payment of victim compensation.
- C. In the event that the HSTF is disbanded, all awarded funds remain with the member agencies, in accordance with Department of Justice Criminal Division's Money Laundering and Asset Recovery Section (MLARS) or Department of the Treasury Executive Office for Asset Forfeiture (TEOAF) procedures.

IX. FREEDOM OF INFORMATION ACT POLICY

- A. The information contained in this document is law enforcement sensitive and for official use only. The information contained in this document is subject to the access and any releases of information pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. § 552; Privacy Act of 1974; and the retention provisions of the Federal Records Act, 44 U.S.C. Chap. 31; will be handled according to the standard consultation and referral processes applicable to federal agencies.
- B. In the event that any deputized state or local law enforcement officer who as federal TFO assigned to the HSTF on a full-time or case-specific basis pursuant to the federal agency's policies and authorities receives a request pursuant to the a state/local FOIA law, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose information concerning the subject of this MOU, the TFO or his or her affiliated state or local law enforcement agency will immediately notify the FBI and/or HSI of any such request in order to allow the FBI and/or HSI sufficient time to seek to protect its equities – including but not limited to emails between HSTF members and the TFO – through appropriate channels, if necessary. This provision survives the termination of this agreement.
- C. The LHA and Deputy Director shall jointly and promptly forward all FOIA requests about HSTF management or operations to the National Coordination Center.
- D. Any public requests for access to the records or any disclosures of information obtained by HSTF members during HSTF investigations will be handled in accordance with applicable statutes, regulations, and participating agencies' respective policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal statutes and

regulations. Any state or local agency receiving a request for access to HSTF-related records shall handle the request pursuant to applicable law and its agency policy; and shall notify the HSTF Directors or their delegates of all requests and responses.

- E. The participating agencies acknowledge that any request for disclosure or release of any documents or other information related to the HSTF must be reviewed by the applicable federal investigative agency and, if necessary, the Office of the United States Attorney, if the request is under the purview of 28 C.F.R. §16.21 et seq., for authorization and approval prior to any disclosure of information.

X. DATA PRIVACY AND SECURITY

- A. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
- B. The Parties agree to make appropriate changes, if any, to their privacy compliance documents in advance of the implementation of this MOU to ensure that the scope and routine uses of such documents permit the collection, maintenance, and sharing of information as set forth in this MOU.

XI. MEDIA/PRESS POLICY

- A. The parties agree that the HSTF will follow the Department of Justice's and each respective United States Attorney's Office's media policy and guidelines for all investigations that are federal in nature or anticipated to be prosecuted by the U.S. Attorney's Office. Any HSTF participating agency must coordinate with the Public Information/Affairs Officer in the U.S. Attorney's Office to arrange any media availability, statements, interviews, press releases, or press conferences. The U.S. Attorney's Office will coordinate any media availability, statements, interviews, press releases, or press conferences with the HSTF NCC.
- B. The parties agree that any press release or statement made by any member agency that discusses an HSTF investigation will contain the following language (as previously approved by the DOJ Office of Public Affairs) to ensure all members are acknowledged, regardless of whether they were an active participant in the instant investigation:

This [insert operation/prosecution/other law enforcement activity / or these arrests] [are/is] part of the Homeland Security Task Force (HSTF) initiative established by Executive Order 14159, Protecting the American People Against Invasion. The HSTF is a whole-of-government partnership dedicated to eliminating criminal cartels, foreign gangs, transnational criminal organizations, and human smuggling and trafficking rings

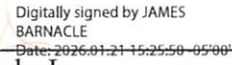
operating in the United States and abroad. Through historic interagency collaboration, the HSTF directs the full might of United States law enforcement towards identifying, investigating, and prosecuting the full spectrum of crimes committed by these organizations, which have long fueled violence and instability within our borders. In performing this work, the HSTF places special emphasis on investigating and prosecuting those engaged in child trafficking or other crimes involving children. The HSTF further utilizes all available tools to prosecute and remove the most violent criminal aliens from the United States. HSTF [Enter HSTF Name (City)] comprises agents and officers from [insert list of all TF agencies] with the prosecution being led by the United States Attorney's Office for the [XX District of XX.]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed each signature to be considered as an original by their authorized representative, on the date affixed to the right of their signature.

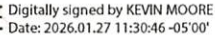


Kyle D. Burns
HSTF Director
Special Agent in Charge (Acting)
Homeland Security Investigations

Date: 1/29/21

JAMES

BARNACLE
James C. Barnacle Jr.
HSTF Director
Special Agent in Charge
Federal Bureau of Investigation

Date: _____

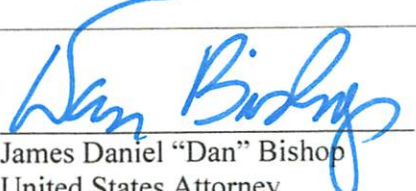
KEVIN MOORE

Kevin Moore
Special Agent in Charge
Federal Bureau of Investigation

Date: _____



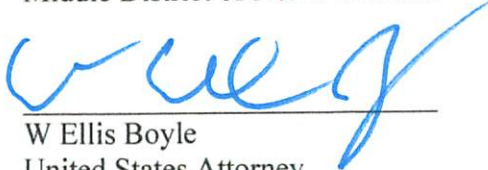
Russ Ferguson
United States Attorney
Western District of North Carolina

Date: 1/29/26


James Daniel "Dan" Bishop
United States Attorney
Middle District of North Carolina

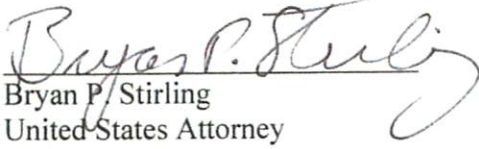
Date:

1/29/26


W Ellis Boyle
United States Attorney
Eastern District of North Carolina

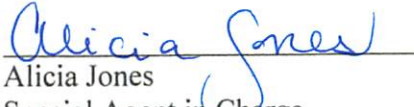
Date:

29 Jan 26


Bryan P. Stirling
United States Attorney
District of South Carolina

Date:

1/27/26

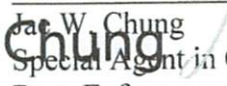

Alicia Jones
Special Agent in Charge
Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

Date:

1/29/26

Donald "Trey" Eakins
Special Agent in Charge
Internal Revenue Service Criminal Investigation (IRS-CI)

Date: _____

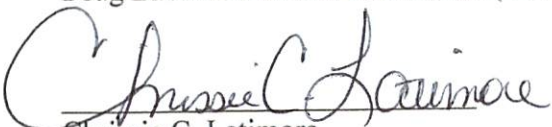
Jae W.

Jae W. Chung
Special Agent in Charge
Drug Enforcement Administration (DEA)

Digitally signed by
Jae W. Chung

Date: 2026.01.20

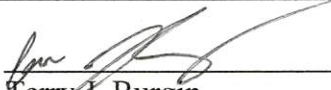
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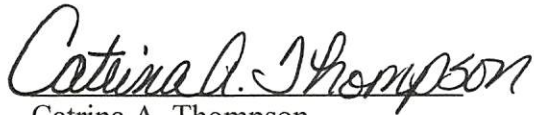

Chrissie C. Latimore
United States Marshal
District of South Carolina

Date:

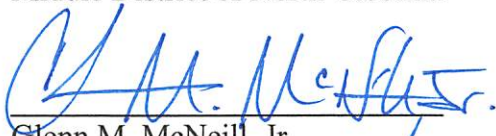
1/29/26


Terry J. Burgin
United States Marshal
Western District of North Carolina

Date: 1-29-26


Catrina A. Thompson
United States Marshal
Middle District of North Carolina

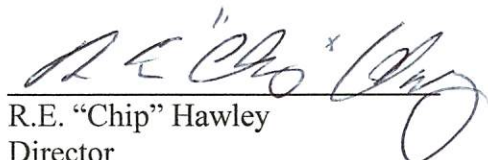
Date: 01/29/2026


Glenn M. McNeill, Jr.
United States Marshal
Eastern District of North Carolina

Date: 01/29/2026


Mark Keel
Chief
South Carolina Law Enforcement Division (SLED)

Date: 1-29-26


R.E. "Chip" Hawley
Director
North Carolina State Bureau of Investigation (SBI)

Date: 1/29/26

**Robert J
Murphy**
Robert J. Murphy
Director
Atlanta-Carolinas HIDTA

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J Murphy
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Date: _____

James Daniel “Dan” Bishop
United States Attorney
Middle District of North Carolina

Date: _____

W Ellis Boyle
United States Attorney
Eastern District of North Carolina

Date: _____

Bryan P. Stirling
United States Attorney
District of South Carolina

Date: _____

Alicia Jones
Special Agent in Charge
Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

Date: _____

Donald E.
Eakins

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Donald E. Eakins
Date: 2026.01.28 14:41:39
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Date: _____

Donald “Trey” Eakins
Special Agent in Charge
Internal Revenue Service Criminal Investigation (IRS-CI)

Jae W.
chung

Digitally signed by
Jae W. Chung

Date: 2026.01.20
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Date: _____

Chrissie C. Latimore
United States Marshal
District of South Carolina

Date: _____

MEMORANDUM OF AGREEMENT

287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the North Carolina State Bureau of Investigation, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the North Carolina State Bureau of Investigation (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents North Carolina State Bureau of Investigation in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

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

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

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

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

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

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

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

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

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

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the 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 and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the 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 additional training or guidance for that specific individual.

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

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

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

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

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties 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 LEA is authorized to do the same.

The LEA 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 LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA 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 LEA 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 officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. 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 LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees 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 LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity 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. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at OPLA-DCLD-TortClaims@ice.dhs.gov. ICE OPLA, through its headquarters, will assist LEA 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 this MOA; 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. *See* 28 C.F.R. § 50.15.

The LEA 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 LEA 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 LEA 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 LEA 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 LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards 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 LEA 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 regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

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

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA 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 LEA as needed.

XVII. MODIFICATION OF THIS MOA

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

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

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.

For the LEA:

Date: 10/1/26

Signature: Roger "Chip" Hawley
Digitally signed by Roger "Chip" Hawley
Date: 2026.10.01 08:00:14 -04'00'

Name: R.E. "Chip" Hawley

Title: Director

Agency: North Carolina State Bureau of Investigation

For ICE:

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: Department of Homeland Security

U.S. Immigration and Customs Enforcement

APPENDIX A

POINTS OF CONTACT

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

For ICE: Department of Homeland Security
 Immigration and Customs Enforcement
 Enforcement and Removal Operations
 Assistant Director for Enforcement
 Washington DC

For the LEA: Ernest Darroch
 Deputy Director
 910.523.1691
 3320 Garner Rd., Raleigh, NC 27610
 edarroch@ncsbi.gov

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the North Carolina State Bureau of Investigation, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of 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 LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

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

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

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

3. Complaint Resolution Procedures

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

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

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

C. Time Parameters for Resolution of Complaints

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

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

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

For the LEA:

Chad Flowers

Public Information Officer

919-618-1332

3320 Garner Rd , Raleigh, NC 27610

cflowers@ncsbi.gov

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs