



NC Department of Public Safety
OFFICE OF THE GENERAL COUNSEL

Cassandra S. Hoekstra, Interim Secretary

Ashby T. Ray, General Counsel

Sent Via Email to: reports@ncleg.gov

Dear Chairs and Members of the Joint Legislative Oversight Committee on Justice and Public Safety,

Please allow this letter to serve as the notification required by Section 1.(b)(4) of Session Law 2026-19, as modified by Session Law 2026-41, §5.9(b2).

With regard to Section 1.(b)(1) of Session Law 2026-19, enclosed with this letter, please find the fully executed MOA memorializing DPS,' participation in the 287(g) Task for Officer Program.

With regard to Section 1.(b)(2) of Session Law 2026-19, the North Carolina Department of Public Safety (DPS) and the Alcohol Law Enforcement Division each have policies that satisfy the requirements set forth in subsections (a) through (c) of Section 1.(b)(2). Enclosed with this letter, please find copies of each of those policies.

We hope this information proves helpful and are happy to provide more information as needed.

Best regards,

Ashby T. Ray
General Counsel

cc: Cassandra Hoekstra, Interim Secretary
Caroline Valand, Chief Deputy Secretary
Susanna Davis, Legislative Affairs Director

Enclosures: DPS-ICE Task Force Officer Program MOA
DPS-100 Immigration Enforcement
ALE 3.05 IN-CUSTODY OPERATIONS



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 Department of Public Safety Alcohol Law Enforcement, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the North Carolina Department of Public Safety Alcohol Law Enforcement Division (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 Department of Public Safety Alcohol Law Enforcement Division 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.

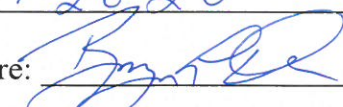
If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

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: 9-28-26
Signature: 
Name: Bryan House
Title: Director
Agency: North Carolina Department of Public Safety Alcohol Law Enforcement Division

For ICE:

Date: 9/28/2026
Signature: 
Name: Russell Hott
Title: Assistant Director
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: **Israel Morrow**

Assistant Director

919-418-6562

525 N. Greenfield Parkway, Suite 140 Garner, NC 27529

Israel.Morrow@ncdps.gov

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the North Carolina Department of Public Safety Alcohol Law Enforcement Division, 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:

Meredith Shoaf

Assistant Director

919-418-8461

525 N. Greenfield Parkway Suite 140 Garner NC 27529

Meredith.shoaf@ncdps.gov

For ICE:

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

**Policy Name: Immigration Enforcement****Policy Number:** DPS-100**Originally Issued:** August 3, 2026**Supersedes:****Effective:** August 3, 2026**I. PURPOSE**

The purpose of this policy is to ensure compliance with the requirements established in North Carolina Session Law 2026-19.

II. SCOPE

A. This policy applies to the following Divisions:

1. Alcohol Law Enforcement,
2. Juvenile Justice and Delinquency Prevention, and
3. The North Carolina National Guard.

B. This policy applies to all employees within those Divisions.

III. DEFINITIONS

A. Employee

A person employed by North Carolina Department of Public Safety (DPS) regardless of employment type, including full-time or part-time permanent employees, probationary employees, time-limited employees, and temporary employees.

IV. POLICY

A. Employees shall comply with the requirements set forth in Session Law 2026-19 and any applicable Division-level policies and procedures.

B. DPS shall enter into a memorandum of agreement (MOA) with United States Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE) to permit designated State law enforcement officers to perform immigration law enforcement functions under ICE supervision and after appropriate training.

C. Employees shall attempt to determine if any person in the custody or under the supervision of DPS is a legal resident or citizen of the United States or its territories by inquiry of the person, guardian, or legal representative, or by examination of any relevant documents, or both.

D. When employees are unable to determine if a person in the custody or under the supervision of DPS is a legal resident or citizen of the United States or its territories under section IV.A.C herein, the employees shall make a query of ICE.

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- E. When employees determine that a person in the custody or under the supervision of the Department is not a legal resident or citizen of the United States or its territories, the employees shall provide requested information regarding the person to ICE.

V. REFERENCES

- A. [NC Session Law 2026-19](#)

IN-CUSTODY OPERATIONS

PURPOSE

The purpose of this directive is to establish the guidelines for the treatment and transportation of individuals who are in custody or being detained by Special Agents of the Alcohol Law Enforcement Division.

POLICY

When an individual is in custody, it is the responsibility of the arresting or transporting member to assume responsibility for providing security to prevent escape of the prisoner and to prevent injury or death to Division personnel, other officers who may be involved, and civilians.

DEFINITIONS

Arresting Agent: The Special Agent who physically takes a person into custody and places that person under arrest

Positional asphyxiation: A potentially fatal positional effect that may occur when the position of the body interferes with the mechanical and/or muscular components of respiration; in all cases of positional asphyxiation, one or more contributory factors explain the person's inability to correct his/her own positioning; examples: alcohol/drug intoxication, concussion, head injury, obesity, entrapment, restraints, or physical disability

Prisoner: A person who has been deprived of liberty and movement and kept under involuntary restraint, confinement, and/or custody

Restraint device: Any device used to restrict the movement of prisoners; examples include handcuffs, flex-cuffs, leg shackles, Ripp Hobble, or seatbelts

Transporting Agent: The Special Agent who has a prisoner in custody and takes that prisoner from one place to another

A. TREATMENT OF PERSONS IN CUSTODY

1. Prisoner custody is the responsibility of the arresting and transporting members. Special Agents may delegate custody responsibility to other Special Agents but never to a civilian.
2. Transporting members must observe all laws and Division directives and treat prisoners humanely at all times.
3. Prisoners should be secured with restraining devices such as handcuffs, but shall not be subject to unreasonable restraint.

4. Weapons or objects that could be used as weapons should be kept away from prisoners at all times.
5. It is the transporting member's responsibility to ensure immediate medical treatment when injuries occur before or during arrest. Medical attention should also be obtained when symptoms of illness are evident or when the prisoner complains of illness or injury. If a Special Agent knows or suspects that a detainee has swallowed drug evidence, the detainee shall be taken to a medical facility for evaluation.
6. If medical attention is necessary, the Special Agent should immediately seek medical attention through the appropriate Communication Center. The Special Agent shall be governed by the decision of the Emergency Medical Services personnel regarding the need for hospitalization. The Special Agent shall remain with the arrested person unless urgent medical circumstances exist or relieved by another member. In the event the arrested person is admitted to the hospital, the member shall contact the SAC or State Duty Officer concerning the security measures to be enacted in order to have constant security and monitoring of the arrestee. As listed above, at least one sworn member (two are preferred) shall remain with the arrestee until the time the arrestee is released by a medical professional. In such instances where the hospital stay becomes a longer-term event, a plan for rotating supervision by Division sworn personnel shall occur. When Division sworn personnel are not able to maintain supervision over the arrestee, for an approved reason, a local law enforcement officer can substitute in the supervision process until a time when a sworn Division employee can reconvene direct ALE supervision of the individual. This substitution shall be arranged by the District SAC of the arresting Special Agent.
7. If medical attention or hospitalization is required, the Special Agent should inform hospital staff if the arrested person constitutes a danger to self or others.
8. The transporting member shall be responsible for the security of the prisoner's personal property or the property under the prisoner's control at the time of the arrest. It is the Special Agent's responsibility to ensure that such property is inventoried and stored safely until it can be returned to the arrested person or released to the appropriate official at a detention center.

B. SEARCHES

1. Special Agents may frisk or search persons in accordance with the U.S. Constitution and laws of North Carolina. This includes a frisk for weapons when the Special Agent can articulate that the person is armed and dangerous and searches of the person incident to arrest. Special Agent shall take possession of all weapons and items of evidentiary value. The search incident to an arrest must be completed prior to the person being placed in an ALE vehicle for transport purposes.
2. All searches shall be made with all possible regard for decency, out of public view, and, if possible, a witness should be present.
3. When possible, a Special Agent who has arrested a person of the opposite sex shall call a Special Agent or another law enforcement officer of the same sex or the gender of with which the detainee identifies or expresses, to search the arrested person. If a Special

Agent or another law enforcement officer of the same sex or the gender which the detainee identifies or expresses is not available, the Special Agent should conduct a search to the extent necessary to ensure the safety of the prisoner, member, or third parties, or to preserve evidence that would otherwise be destroyed or moved from the scene. The Special Agent shall have a law enforcement officer of the same sex conduct a more thorough search of the arrested person as soon as practical.

4. All searches must be conducted in accordance to the U.S. Constitution and the laws of North Carolina. Any searches of vehicles or persons should be conducted in a thorough, but expedient manner without allowing the vehicle or person to be moved to another location unless officer safety issues dictate moving to another location.
5. Strip searches should only be performed based on probable cause and articulable facts that have been verified by the investigating member.
6. Body cavity searches should only be performed by trained medical professionals in a medical facility. Under most circumstances, search warrants must be obtained prior to a search of this nature.
7. All searches of a prisoner of the opposite gender shall be documented in the member's incident report narrative (AL-49). Any strip searches or transports to medical facilities for body cavity searches should be documented in the investigation report (AL-49).
8. Strip and body cavity searches of juveniles will follow all of the guidelines outlined in this Directive, including the following:
 - a. A juvenile who is in custody and is going to be transported to a secure custody facility by an Agent, may be searched in a manner consistent with this policy.
 - b. Strip searches of juvenile suspects may be conducted under exigent circumstances only if there is probable cause to believe that the life of Agents or others may be placed at risk. If a strip search is conducted, it must be done with supervisor approval and discreetly out of the view of the public.
 - c. Outside of exigent circumstances, a search warrant should be obtained prior to any body cavity search. Additionally, Agents should in coordination with medical personnel, attempt to obtain parental consent to conduct body cavity searches on juveniles.

C. RESTRAINT DEVICES

1. Special Agents should handcuff all persons under arrest or in custody, regardless of the charge, prior to being transported in the Division vehicle.
2. Prisoners should be handcuffed with their hands behind their backs, with the cuffs "double locked" and only tightened to the extent necessary to prevent escape.
3. Special Agents may use discretion in handcuffing an arrested person with the hands in front if there is reason for that positioning, such as obesity or physical impairment.

4. Additional restraining measures, such as leg shackles, a Ripp Hobble restraint device, or flex-cuffs used around the ankles, may be used in addition to handcuffing when dealing with combative persons or a person who poses a flight risk. Spit hoods may be used at the discretion of the Special Agent when necessary.
5. In extraordinary circumstances, Special Agents may make exceptions to the restraint device section of policy. These exceptions may include, but are not limited to situations of persons who are sick, injured, disabled, handicapped, elderly, or whose physical condition may be aggravated by the application of restraint devices.
6. Sound professional judgement should be used when exceptions are made and alternate safety precautions should be taken to guard against injury or escape.
7. A detainee shall never be restrained to any immovable object not specifically designed and intended for such use.
8. If a Special Agent's safety is threatened at the immediate scene, a Special Agent may transport a prisoner to a safe location prior to handcuffing.
9. Persons with physical handicap or persons suffering from mental illness may require special care and attention. Special Agents shall use their own discretion in determining what, if any, restraining devices shall be used on such prisoners and whether or not the Division vehicle is appropriate for transportation purposes.
10. Handcuffs or leg restraints are not to be removed from arrested persons until they are delivered to the detention facility with exception of such temporary removals as:
 - a. During probable cause hearing, if directed by a Magistrate;
 - b. When necessary during medical treatments;
 - c. When performing psychophysical tests for DWI; or
 - d. Other purposes as deemed necessary by the arresting member.
11. Handcuffs and leg restraints should be removed only for the completion of a necessary function. If a subject is combative, the restraint devices shall not be removed and tests shall be omitted.

D. PRISONER PLACEMENT

1. Special Agents shall conduct an examination of their issued vehicle at the beginning of each shift and conduct a search of any transport vehicles prior to and after transporting prisoners.
2. If a Special Agent is transporting a prisoner without assistance, the prisoner shall be placed in the right front seat of the vehicle.
3. When it is necessary to transport two (2) prisoners, one (1) shall be placed in the right front seat and the other in the right rear seat. Both prisoners shall be

handcuffed and their seatbelts fastened. Another Special Agent or law enforcement officer should ride in the left rear seat when transporting two (2) prisoners.

E. POSITIONAL ASPHYXIATION

1. An arrested individual who exhibits any of the characteristics associated with positional asphyxiation and engages in strenuous physical activity may potentially suffer from positional asphyxiation if placed face down for any reason. The face down or prone position causes the abdomen, chest walls, and diaphragm muscles to hyperextend and constrict normal functioning, possibly leading to a fatal inability to breathe.
2. Subsequent to an arrest or detainment, Special Agents shall place the subject in an upright or other proper recovery position once the scene is safe and secure. Special Agents shall not transport subjects in a face down, prone, or face down bound position. Binding of the wrist and ankles to each other behind a person's back is strictly prohibited. Special Agents shall ensure that even persons who are uncontrollable to the point of requiring additional restraint for transportation shall be properly seated. If persons being transported must be restrained by being bound or strapped down with plastic ties, it is the Special Agent's responsibility to ensure that the person is not face down.

F. TRANSPORTATION

1. Prior to transport, the Special Agent shall make efforts to positively determine the identity of the prisoner by reviewing the driver's license, vehicle registration, or other identifying documents.
2. Special Agents shall transport prisoners directly to the detention center without delay and shall not accompany a prisoner to the prisoner's home, place of employment, or other facility prior to going to the detention center. The only exception to this policy would occur if a prisoner needs immediate medical attention, in which case, the Special Agent may take the prisoner to an emergency medical facility for treatment.
3. All prisoners shall remain seated and restrained with a seatbelt prior to and during transport. Once a prisoner is secured in the vehicle, the doors shall be locked to prevent the prisoner from escaping or someone from the outside enabling the prisoner to escape.
4. When it is necessary for a Special Agent to transport a prisoner of the opposite sex without a third party witness, the Special Agent shall:
 - a. Notify the State Highway Patrol telecommunicator on duty at the time of the arrest, the odometer reading, place of intended incarceration, and the estimated time of arrival at that location; and
 - b. Notify the patrol telecommunicator of the time and odometer reading immediately upon arriving at the place of intended incarceration.

5. Special Agents have discretion to allow communication between prisoners and third parties including, but not limited to family members, attorneys, other prisoners, or bail bondsmen.
6. Under no circumstances shall the arrested person be allowed out of the sight of the arresting or transporting member. If a Special Agent must leave the vehicle, he shall not leave the keys in the vehicle or the vehicle running.
7. As diversionary incidents remove focus from the transporting of a prisoner, a transporting member shall not stop and respond to law enforcement needs except for situations in which there are no other available members, the risk to third parties is clear and grave, and the risk to the prisoner would be minimal.
8. Special Agents shall not engage in extraordinary vehicle operation while transporting prisoners unless a life-threatening situation occurs.
9. Under normal conditions, Special Agents shall not make stops during transport to the detention facility. For long distance transports, however, it may be necessary to provide restroom opportunities for prisoners. If these stops are needed, Special Agents shall alternate the locations of the stops and never be out of immediate proximity of the prisoner.
10. The transportation of a passenger in a Division vehicle while transporting a prisoner is discouraged. If the situation requires the transport of a third party who is a passenger, the Special Agent shall exercise every reasonable precaution to ensure the safety of him/herself, the passenger, the prisoner, and other highway users.

G. ESCAPES

1. If a prisoner escapes while being transported, the transporting member shall immediately notify the appropriate State Highway Patrol telecommunications center and the Special Agent in Charge (SAC) or Duty Agent as soon as possible.
2. Immediate efforts should be made by the Special Agent involved, when feasible, to recapture the escapee.
3. The Special Agent's AL-49, Investigative Report, or citation shall include a detailed narrative of the arrest and subsequent escape and shall be reviewed by the SAC to verify that in-custody operations policies and procedures were followed.

H. DETENTION FACILITY

1. Prior to arriving at a detention facility with a prisoner, the transporting member shall advise the facility if the prisoner has mentioned any medical conditions, suicidal tendencies, or violent behavior.

2. When arriving at the detention facility, Special Agents shall follow the guidelines of the facility in securing any weapons and/or firearms prior to entering the booking area. Special Agents shall also follow the facility's guidelines for removing the restraining devices from the prisoner.
3. Special Agents should provide the detention facility with as much information as necessary with regard to the identity of the prisoner and the circumstances surrounding the arrest.
4. Prisoners turned over to jail personnel become the jailer's responsibility and following completion of the booking procedures required by the detention center, Special Agents are free to resume regular duties. Any required documentation related to the prisoner as well as transfer of custody documentation should be turned over to the detention facility according to the procedures of that individual facility.

I. COOPERATION WITH IMMIGRATION AND CUSTOMS ENFORCEMENT

1. Employees shall comply with the requirements set forth in Session Law 2026-19 and any applicable Departmental and Division-level policies and procedures.
2. NC ALE (by way of NC DPS) shall enter into a memorandum of agreement (MOA) with the United States Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE) to permit designated ALE Special Agents to undergo appropriate training as determined in accordance with the MOA and thereafter perform immigration law enforcement functions under ICE supervision and in accordance with training and NC ALE policy.
3. Employees shall attempt to determine if any person who has been physically arrested and is in the custody of NC ALE, is a legal resident or citizen of the United States or its territories by inquiry of the person, guardian, or legal representative, or by examination of any relevant documents, or both.
4. ALE Agents shall seek the above, only when an individual is in physical custody and a formal arrest has occurred and not during other non-custodial encounters including, but not limited to, traffic stops, inspections, or any other criminal or regulatory encounters that do not include a full custody physical arrest.
5. When employees are unable to determine if a person who has been physically arrested and is in the custody of NC ALE is a legal resident or citizen of the United States or its territories under this section, the employees shall make a query of ICE.

6. When employees determine that a person who has been physically arrested and is in the custody of NC ALE is not a legal resident or citizen of the United States or its territories, the employees shall provide requested information regarding the person, to ICE.
7. In most cases, NC ALE Special Agents who have made a full custody physical arrest of an individual who is not a legal resident or citizen of the United States will transport the individual(s) to the jail of the jurisdiction in which they are presently in and turn the arrestee over to the jail staff, notifying them that ICE has been notified about the arrestee's citizenship status.
8. Except as specifically stated in this policy, NC ALE shall not act in the capacity of an ICE Agent unless such actions are approved in advance by the ALE Director or their designee.