

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MARCIA CHACÓN, ET AL
Plaintiff,

VS.

EAST HAVEN POLICE
DEPARTMENT, ET AL,
Defendants.

:
:
:
:
:
:
:

Civil Action No.: 3:10cv01692 (AWT)

July 17, 2014

CONSENT MOTION TO APPROVE STIPULATION

Plaintiffs move, with the consent of all defendants except non-appearing defendant
Cari, for an order approving the stipulation attached hereto as Exhibit A.

THE PLAINTIFFS

By /s/ David N. Rosen
David N. Rosen (ct00196)
David Rosen & Associates, P.C.
400 Orange Street
New Haven, Connecticut 06511
(203) 787-3513
(203) 789-1605 fax
Email: drosen@davidrosenlaw.com

Michael Wishnie (ct27221)
Nicole Hallett (ct28495)
Jonathan Hurley, Law Student Intern
Temidayo Odusolu, Law Student Intern
Ariel Stevenson, Law Student Intern
Tina Thomas, Law Student Intern
JEROME N. FRANK
LEGAL SERVICES ORGANIZATION
Yale Law School
P.O. Box 209090
New Haven, Connecticut 06520
Phone: (203) 432-4800

James Bhandary-Alexander (ct28135)
New Haven Legal Assistance
426 State Street
New Haven, CT 06510
Phone: (203) 946-4811

CERTIFICATE OF SERVICE

I hereby certify that on July 17, 2014, a copy of the foregoing Consent Motion to Approve Stipulation was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/ David N. Rosen
David N. Rosen

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

MARCIA CHACÓN, ET AL.,	:	CIV. NO. 3:10CV1692 (JBA)
Plaintiffs,	:	
	:	
v.	:	
	:	
EAST HAVEN POLICE DEPARTMENT,	:	
ET AL.,	:	
Defendants.	:	JUNE 4, 2014

SETTLEMENT AGREEMENT

WHEREAS, Marcia Chacón, Wilfrido Matute, Fr. James Manship, Segundo Aguayza, José Luis Albarracín, Welinton Salinas, John Espinosa, Guido Xavier Criollo, and Eddie Torres, (“Plaintiffs”) commenced this lawsuit on October 26, 2010;

WHEREAS, the Plaintiffs contend that the Town of East Haven and its officials and officers engaged in misconduct resulting in the violation of their civil rights;

WHEREAS, the Defendants deny the allegations of misconduct and the violation of the civil rights of the Plaintiffs;

WHEREAS, on December 21, 2012 the United States of America entered into a settlement agreement with the Town and with the East Haven Board of Police Commissioners (“Board”) relating to, *inter alia*, the Town’s policing practices, *see USA v. East Haven*, 3:12-cv-01652-AWT (D.Conn.);

WHEREAS, the Town and the Board have instituted new policies and practices pursuant to the settlement agreement with the United States;

WHEREAS, the parties to this agreement hereto propose to resolve their dispute pursuant to this Agreement without the further costs, burdens and risks of litigation;

WHEREAS, the matter in which the United States, the Town and the Board entered into a settlement agreement is assigned to Judge Alvin W. Thompson and the Town and Board wish to ensure that any ongoing relief in this case and the case with the United States is before the same judge;

WHEREAS, the parties to this agreement have agreed to jointly move for a conditional transfer of this case to Judge Thompson for purposes of the entry and supervision of this settlement agreement as well as adjudication of all claims not subject to this agreement;

THEREFORE, the parties to this agreement stipulate and agree to the following and jointly request that this stipulation and agreement be entered as an order of the Court (Thompson, J.):

A. Definitions

1. "Plaintiffs" means Marcia Chacón, Wilfrido Matute, Fr. James Manship, Segundo Aguayza, José Luis Albarracín; Welinton Salinas; John Espinosa; Guido Xavier Criollo; and Eddie Torres.
2. "Defendants" means the East Haven Police Department, the Town, Chief Brent Larrabee (in his official capacity), Leonard Gallo, Dennis Spaulding, Jason Zullo, Vincent Ferrara, David Olson, Cheryl Conyers, and John Does 1-10. For purposes of this agreement, the term "defendants" excludes defendant Officer David Cari, who is not a party to this agreement.
3. The "Town" means the Town of East Haven.
4. The "Board" means the East Haven Board of Police Commissioners.

5. "Parties" means the parties to this settlement agreement, including all plaintiffs named in the operative complaint and all defendants named in the operative complaint with the exception of defendant David Cari.

B. General Provisions

1. Resolution of all known and unknown claims. This settlement agreement is entered into by the parties to resolve all of the claims and counterclaims that were made or that could have been made in this action based on the incidents described in the Proposed Amended Complaint and all incidents of a similar nature, whether known or unknown. [Dkt. # 102-2].
2. Best interests of Parties. In entering this agreement, the parties agree and represent that this Agreement serves the best interests of the parties.
3. No admission of liability. The Defendants deny the allegations of this lawsuit and, nothing in this agreement shall be construed as an acknowledgment or admission, or evidence of any liability of the Defendants, the Board or of any unnamed officers, officials or employees of the Defendants and this agreement may not be used as evidence of liability in this or any other proceeding. Plaintiffs maintain that the Defendants' conduct violated their rights in the ways described in the complaint.
4. Binding Agreement. This agreement is binding upon the Plaintiffs, their heirs, legal representatives and assigns and the Defendants, the Defendants' successors in office, employees and agents.
5. Agreement to Defend. The parties agree to defend the provisions of this agreement. The parties shall notify each other of any court or administrative challenge to this agreement. The parties further agree to cooperate with each other in good faith in opposing any

vexatious suit or similar claim brought against the parties or their attorneys with regard to their prosecution or defense of this action.

C. Court Jurisdiction and Procedure for Entry of the Agreement

1. The parties shall jointly move for the case to be transferred to Judge Thompson for purposes of settlement and for adjudication of plaintiffs' remaining claims against defendant Cari.
2. If the Court grants the motion to transfer, the parties shall jointly move for the entry of this agreement as an order of the Court and for the conditional dismissal of this case as to all parties, except defendant Cari, pursuant to Fed. R. Civ. P. 41(a)(2) with the Court retaining jurisdiction to enforce the provisions of this agreement.
3. Upon entry of this agreement as an Order of the Court and the conditional dismissal of the case as to the parties to this agreement, the Plaintiffs may pursue all claims as to defendant Cari, except those claims as to which Cari is entitled to indemnification as to his liability from the Town of East Haven pursuant to federal, state or common law.
4. In prosecuting the remaining claims against Cari, the Plaintiffs shall not direct any discovery requests to the Defendants and shall not seek to take the deposition of any Defendants or any current or former officers, employees, agents, representatives, officials and/or any vendors or subcontractors of the Defendants, with the exception of Cari.
5. If the Plaintiffs determine that the Defendants have failed to comply with the agreement, they may reinstate this case for the sole purpose of enforcing the agreement. The Defendants may not challenge liability nor the terms of this agreement. For purposes of attorneys' fees, the enforcement of this agreement shall be treated as if it were for the enforcement of a civil rights statute under 42 U.S.C. § 1988.

6. This agreement shall take effect immediately upon execution by the parties. If the motion to transfer to Judge Thompson is denied or if the Court declines to approve this agreement, the monetary terms and non-monetary terms of this agreement described in Sections D & E below shall become void, and the case shall be returned to Judge Arterton for litigation on the merits or such other disposition to which the parties agree.
7. The parties request, and expressly consent to the Court making “the parties’ obligation to comply with the terms of the settlement agreement . . . part of the [Court’s] order,” pursuant to the holding in *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381 (1994). The parties agree that, after the Court issues such an order, it shall retain jurisdiction and authority to enforce this agreement as set forth herein, and subject to the termination provisions herein.

D. Monetary Terms

1. Payments by the Town: The Town shall pay the total sum of \$450,000.00 as full and final settlement to the plaintiffs, which payment shall be for all claims and damages of the plaintiffs, whether known or unknown, including all claims for compensatory and punitive damages and for attorneys’ fees and costs. The first installment in the amount of \$250,000.00 shall be paid within thirty days from the date of approval of this settlement agreement by the Court. The second installment in the amount of \$200,000.00 shall be paid the later of: (a) July 31, 2014; (b) 30 days from the effective date of revised policy 428, as provided for in section E, below.
2. Release of claims: In consideration of the payments as provided for herein, the plaintiffs for themselves, their heirs, executors, administrators, legal representatives, successors and assigns release and forever discharge the Defendants, the Board and all known and

unknown officials, officers and employees of the Town—with the exception of defendant Cari—from all actions, causes of action, suits, debts, dues, sums of money, account, reckonings, bonds, executions, claims and demands whatsoever, in law, admiralty, or equity, which the plaintiffs and their heirs, executors, administrators, legal representatives, successors and assigns ever had, now have or hereafter can, shall or may have from the beginning of the world to the date of this agreement, arising out of the incidents described in the Proposed Amended Complaint [Dkt. # 102-2] or incidents similar thereto and may have been brought in this litigation. Such release shall also preclude any vexatious litigation or similar claim based on the defense of this action.

3. Release of counterclaims. In consideration of the release described in the preceding paragraph, the Board and the Defendants, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns release and forever discharge the Plaintiffs from all actions, causes of action, suits, debts, dues, sums of money, account, reckonings, bonds, executions, claims and demands whatsoever, in law, admiralty, or equity, which the Board, the Defendants and their heirs, executors, administrators, legal representatives, successors and assigns ever had, now have or hereafter can, shall or may have from the beginning of the world to the date of this agreement, against the Plaintiffs, their heirs, executors, administrators, legal representatives, successors and assigns, relating to this litigation, the incidents described in the Proposed Amended Complaint [Dkt. # 102-2] or incidents similar thereto. Such release shall also preclude any vexatious litigation or similar claim based on the prosecution of this action.
4. The individual defendants shall have no obligation for any payments required by this settlement, including attorney's fees or costs.

E. Non-Monetary Terms

1. Effective term. The non-monetary terms of this agreement, described in the following paragraphs, shall remain in effect until the later of:
 - (a) four years from the date the Board implements the revised and attached Policy 428;
 - (b) The time the District Court terminates the settlement agreement reached between the United States of America, the Town and the Board in 3:12-cv-1652-AWT (D.Conn.), ECF No. 11, either on joint consent of the parties pursuant to paragraph 233 or over the objection of the United States pursuant to paragraph 234 of that agreement.
2. Parties bound. The non-monetary terms of this agreement shall be binding against only the Town, the Board, the East Haven Police Department, and the Chief of Police in his official capacity.
3. Terms. The Town through the Board shall consider the proposed revisions to Policy 428 relating to the involvement of municipal police in federal immigration enforcement no later than 30 days from the execution of this agreement, which proposed revisions are attached and incorporated into this agreement as Exhibit A, provided however, if there is an objection to the proposed revisions to Policy 428 by either the Department of Justice or the Joint compliance expert pursuant to the agreement for effective and constitutional policing, the time within which the Board shall consider the said revisions shall be considered extended to a date which is 30 days beyond the dispute resolution provisions of paragraphs 17 and 18 of the

agreement. Should the Town through the Board fail to implement the revisions to Policy 428 as reflected in Exhibit A, this agreement shall become void, and the case shall be returned to Judge Arterton for litigation on the merits or such other disposition to which the parties agree. If the Town through the Board implements the policy, the Town, the East Haven Police Department and the official-capacity defendants shall abide by it.

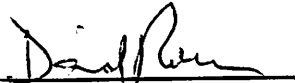
4. Modification of Policy 428. During the term of this agreement, only the Town acting through the Board shall be permitted to further revise Policy 428. During the term of this agreement, the Town through the Board may further revise Policy 428 only (a) upon consent of Plaintiffs or (b) as required by a change of law or a change in interpretation of law. For purposes of this agreement, a “change in interpretation of law” shall mean a change in interpretation of law by the United States Supreme Court, the United States Court of Appeals for the Second Circuit, the Connecticut Supreme Court or the Connecticut Appellate Court, or a ruling by Judge Alvin W. Thompson. If the Board seeks to revise Policy 428, it shall comply with the Department of Justice settlement agreement and with the notice, conferral, mediation, and judicial application procedures set forth herein:

- a. Notice. If the Town acting through the Board seeks to further revise Policy 428 during the term of this Agreement, it shall notify counsel for Plaintiffs in writing of the proposed revisions. The written notice shall be provided at least 30 days in advance of the effective date of the proposed revisions.

- b. Response. If Plaintiffs, through counsel, consent or fail to object in writing to the proposed revisions within the 30-day notice period, the Town may implement the change. The Town shall then file the revisions with the Court.
- c. Conferral. If Plaintiffs, through counsel, object within the 30-day notice period, the Town may not implement the revisions without following the process set forth herein. The parties, through their respective counsel, shall meet and confer as soon as possible regarding the dispute, but not later than 30 days from the date of Plaintiffs' objection. If the Parties resolve their dispute and Plaintiffs consent to the revisions, the Town may implement the change and file the revision with the Court.
- d. Mediation. If the parties are unable to agree upon a resolution after conferral, the Town may not implement the change but may contact the appropriate magistrate judge and the parties, through their counsel, shall meet with the Court in an effort to resolve the dispute.
- e. Judicial proceedings. If the parties are unable to reach a resolution through mediation with the magistrate judge within sixty (60) days, the Town may apply to the Court for an order seeking to implement the revision on the ground that the amendment is required by a change of law or a change in interpretation of law. The Town will file a memorandum of law with the Court stating its position on why the proposed amendment is required by a change of law or a change in interpretation of law. The Plaintiffs shall have 30 days to file a responsive memorandum. The Court shall allow the Board to

implement the revision if the Court determines it is required by a change of law or a change in interpretation in law.

THE PLAINTIFFS

By 
David N. Rosen, ct00196
David Hunter Smith, ct29087
James P. Maguire, ct29355

DAVID ROSEN & ASSOCIATES PC
400 Orange Street
New Haven, Connecticut 06511
Phone: (203) 787-3513
Fax: (203) 789-1605
drosen@davidrosenlaw.com
hsmith@davidrosenlaw.com
jmaguire@davidrosenlaw.com

Michael Wishnie (ct27221)
Nicole Hallett (ct28495)
Jonathan Hurley, Law Student Intern
Temidayo Odusolu, Law Student Intern
Ariel Stevenson, Law Student Intern
Tina Thomas, Law Student Intern
JEROME N. FRANK
LEGAL SERVICES ORGANIZATION
Yale Law School
P.O. Box 209090
New Haven, Connecticut 06520
Phone: 203-432-4800

James Bhandary-Alexander
ct28135
New Haven Legal Assistance Assoc. Inc.
426 State Street
New Haven, CT 06510
Phone: 203-946-4811
Fax: 203-498-9271
jbhandary-alexander@nhlegal.org

THE DEFENDANTS,
EAST HAVEN POLICE DEPARTMENT
TOWN OF EAST HAVEN

By: 

Hugh F. Keefe, ct05106
Matthew Popilowski, ct28869
Lynch, Traub, Keefe & Errante, P.C.
52 Trumbull Street
New Haven, CT 06510
Phone: (203) 787-0275
Fax: (203) 782-0278
hkeefe@ltke.com
mpopilowski@ltke.com

Alfred J. Zullo, ct05322
Zullo & Jacks LLC
83 Main St., PO Box 120748
East Haven, CT 06512
Phone: 203-467-1411
Fax: 203-468-2792
Email: Alfred.Zullo@snet.net

James F. Cirillo, Jr., ct05721
128 Chestnut, Floor 2
Branford, CT 06405
Phone: 203-488-9828
Fax: 203-488-8744
Email: cirillolaw@aol.com

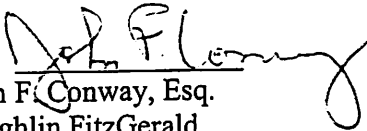
Patricia A. Cofrancesco, ct300918
89 Kimberly Avenue
East Haven, CT 06512
Phone: (203) 467-6003
Fax: (203) 467-6004
E-mail: Pattycofrancesco@sbcglobal.net

THE DEFENDANT,
CHIEF LEONARD GALLO

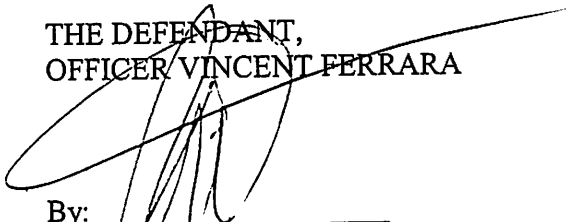
By: 

Jonathan J. Einhorn, ct00163
129 Whitney Avenue
New Haven, CT 06510
Phone: (203) 777-3777
einhornlawoffice@gmail.com

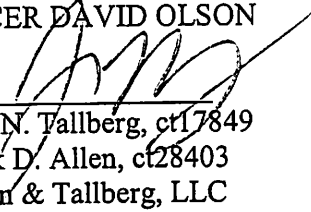
THE DEFENDANTS,
OFFICER DENNIS SPAULDING,
OFFICER
JASON ZULLO

By: 
John F. Conway, Esq.
Loughlin FitzGerald
150 South Main Street
Wallingford, CT 06492
(203) 265-2035
(203) 269-3487 Fax
jconway@lflaw.com

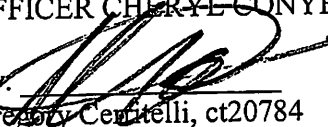
THE DEFENDANT,
OFFICER VINCENT FERRARA

By: 
Richard J. Buturla, ct05967
Warren L. Holcomb, ct13127
Berchem, Moses & Devlin, P.C.
75 Broad Street
Milford, CT 06460
Phone: 203-783-1200
Fax: 203-878-4912
rbuturla@bmdlaw.com
wholcomb@bmdlaw.com

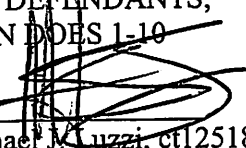
THE DEFENDANT,
OFFICER DAVID OLSON

By: 
James N. Tallberg, ct17849
Patrick D. Allen, ct28403
Karsten & Tallberg, LLC
8 Lowell Road
West Hartford, CT 06119
Phone: (860) 233-5600
Fax: (860) 233-5800
jtallberg@kdtlaw.com
pallen@kt-lawfirm.com

THE DEFENDANT,
OFFICER CHERYL CONYERS

By: 
Gregory Cerritelli, ct20784
Knight & Cerritelli, LLC
2 Lincoln Street
New Haven, CT 06510
Phone: (203) 624-6115
Fax: (203) 624-4791
gcerritelli@kcc-law.com

THE DEFENDANTS,
JOHN DOES 1-10

By: 
Michael J. Luzzi, ct12518
Dolan & Luzzi, LLC
1337 Dixwell Avenue
Hamden, CT 06514
Phone: (203) 230-1678
Fax: (203) 230-2552
mluzzi@dolanluzzilaw.com

EAST HAVEN BOARD OF
POLICE COMMISSIONERS

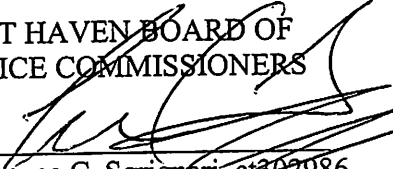
By: 
Lawrence C. Sgrignari, ct302986
Gesmonde, Pietrosimone & Sgrignari, LLC
3127 Whitney Avenue
Hamden, CT 06518
Phone : (203) 407-4200
Fax : (203) 407-4210
lsgrignari@gpsp.com

EXHIBIT A

East Haven Police Department 	Type of Directive: Policies & Procedures		No. 428.2
	Subject/Title: Secure Communities Program	Issue date:	
		Effective Date:	
	Issuing Authority: Honorable Board of Police Commissioners	Review Date: Annually	
References/Attachments: N/A Policies and Procedures #304		Rescinds: 428.1	
		Amends: N/A	

I. PURPOSE

- A. The purpose of this directive is to set forth the policies and procedures of the East Haven Police Department regarding the US Secure Communities Program and how the East Haven Police Department interfaces with federal immigration policy and procedure.

II. POLICY

- A. The enforcement of the nation's civil immigration laws is the responsibility of the federal government. Accordingly, the East Haven Police Department shall not undertake immigration-related investigations and shall not routinely inquire into the specific immigration status of any person(s) encountered during normal police operations.
- B. This prohibition does not preclude the East Haven Police Department from cooperating and assisting with federal immigration officials from the Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE) Agency when formally requested as part of an on-going criminal investigation, or from notifying those federal officials in serious situations where a threat to public safety or national security is perceived, as set forth in this directive.

III. GENERAL GUIDELINES AND CONSIDERATIONS

The East Haven Police Department values the diversity of the community it serves. Many who live and work in and visit the Town have emigrated to this community from other countries and some may not be citizens or legal residents of the United States. The Town and the East Haven Police Department are committed to promoting safety and providing proactive community policing services to everyone in our community. In furtherance of the

department's Community Policing philosophy, all community members should know that they are encouraged to seek and obtain police assistance and protection regardless of their specific immigration and/or documentation status.

The East Haven Police Department relies upon the cooperation of all persons, documented citizens and residents as well as those without a specific documentation status, to achieve our important goals of protecting life and property, investigating and preventing crime, and resolving recurring neighborhood issues. Assistance from immigrant populations is especially important when an immigrant, whether documented or not, is the victim of or witness to a crime. It is absolutely essential that these individuals do not feel uncomfortable or intimidated in coming forward with the requisite information and general firsthand knowledge to aid in investigating a particular crime. This type of mutual trust and cooperation is absolutely crucial in preventing and solving criminal incidents, as well as maintaining public order, safety and security in the entire community.

We as duly sworn police officers are responsible for providing effective police services to every individual in the Town of East Haven in an equal, fair, and just manner. The East Haven Police Department is concerned primarily for the safety and welfare of all individuals found within the territorial jurisdiction of the Town of East Haven. Thus, detection of criminal behavior is of primary interest and concern in dealing with any subject suspected of violating the law. Race, religion, gender, sexual orientation, age, occupation, immigration status or any other arbitrary characteristic pertaining to any specific individual have absolutely no bearing on any decision for an East Haven Police Officer to effectuate a stop or detention of an individual or effect an arrest.

The specific immigration status (or lack thereof) of an individual or group of individuals in and of itself is not and shall not be a matter of police concern or subsequent enforcement action. It is incumbent upon all officers and employees of the East Haven Police Department to make an unyielding personal commitment to equal enforcement of the law and equal service to the public regardless of immigration status. Confidence in this valued commitment will not only protect an individual's rights and freedoms from being adversely affected but shall also increase the public's confidence in the police department's effectiveness and efficiency in protecting and serving the members of the entire community.

The State of Connecticut participates in the Federal Secure Communities Program (S-Comm). Under Secure Communities, fingerprints of persons arrested by state and local law enforcement agencies, in which those agencies (including the East Haven Police Department) routinely submit these electronic prints to the FBI for criminal justice database checks, are automatically shared with the Department of Homeland Security (DHS-ICE).

IV. PROCEDURES

A. Inquiries into Immigration Status

1. A person's right to file a police report, participate in any police-community activities, or otherwise benefit from general police services shall not be contingent upon the individual providing proof of citizenship or any type of documented immigration status.

2. Officers shall not question any person about his or her specific citizenship or immigration status unless that person is reasonably believed to be or have been involved in the commission of a felony.
3. Officers shall not request passports, visas, resident alien cards (i.e., "green cards") or travel documents in lieu of, or in addition to, driver's licenses and other standard forms of identification. Such other documents shall be requested only when standard forms of identification are unavailable.
 - a. An exception to the above could occur if an operator of a lawfully stopped motor vehicle presents what appears to be a valid Foreign Country's Driver's License in which the license is valid in this state for only one (1) year and requires the operator to produce proof to the investigating officer of the most recent admission date to the United States so as to effectively toll the one year time period. (e.g., Form I-94 or Passport with the entry stamp).

B. Interactions with Persons Potentially in Violation of Civil Immigration Laws

1. No person shall be detained or taken into custody because he or she is not present legally in the United States or has committed a civil immigration violation, except as set forth in paragraph (2) below.
2. East Haven Police Officers shall not make arrests based on civil administrative warrants for arrest or removal entered by ICE into the FBI's National Crime Information Center (NCIC) database, including civil administrative immigration warrants for persons with outstanding removal, deportation or exclusion orders unless the warrant is signed by a judge.

C. Interface with ICE

1. Except as otherwise provided in paragraph D, East Haven Police Officers shall not contact ICE concerning any person and shall not participate in any civil immigration-related investigation of any person unless at least one of the following conditions is met.
 - a. The person is arrested for any felony.
 - b. The person has been convicted in a court of competent jurisdiction of any violent felony.
 - c. East Haven Police Officers have reasonable suspicion that the person is involved in terrorist activities or human trafficking.
 - d. East Haven Police Officers have probable cause to believe the person is participating or has participated in organized criminal activity involving violence, distribution of illegal drugs, and/or financial crimes.

D. Secure Communities

1. All arrested subjects as part of the booking process are fingerprinted through the department's Automated Fingerprint Identification System (AFIS). The fingerprints

are submitted electronically to various databases to confirm the identity of the arrested subject.

2. The FBI forwards fingerprints received from local law enforcement agencies to ICE. ICE checks the arrestee's personal information against the DHS-ICE immigration databases. If ICE determines that it has an actionable interest in the local arrestee, the agency then determines the specific enforcement action, if any, to take based on DHS enforcement priorities. If the local arrestee appears to have violated the federal immigration laws and the arrestee is deemed to fall within any of the enforcement priorities, ICE decides whether to issue what is known as a Detainer for the arrested individual.
3. A Detainer, which is sent via fax, email, or through NCIC, is an official request from DHS-ICE directed to the state or local law enforcement agency to notify ICE before it releases an individual arrestee so that ICE has the opportunity to arrange for the transfer of the individual to federal custody.
 - a. No subject will be detained or held in the East Haven Police Department's custody based solely upon a civil detainer request.
 - b. If a person detained or held in the East Haven Police Department's custody is subject to a civil immigration detainer and is eligible to be released on the underlying state charge or charges and there are no other outstanding criminal warrants lodged, the subject shall be released, provided however that notice of the impending release may be given to ICE pursuant 8 C.F.R. 287.7.
4. When East Haven Police Department receives a detainer from ICE for a person in East Haven Police Department custody, East Haven Police Department shall as soon as practicable serve the subject the detainer with a copy of it, unless otherwise prohibited by law.
5. ICE Requests for Assistance
 - a. The U.S. Bureau of Immigrations and Customs Enforcement has jurisdiction for enforcement of the provisions to Title 8, U.S. Code dealing with illegal entry into the United States by foreign nationals.
 - 1) East Haven Police officers have no authority to enforce federal immigration laws and shall not make any arrest based solely on a suspected violation of immigration laws.
 - b. East Haven Police Officers shall not directly participate in any ICE operations solely for the civil enforcement of federal immigration laws unless at least one of the following conditions is met:
 - 1) Participation is in direct response to a request for assistance on a temporary basis for "Officer Safety" purposes.
 - 2) Participation calls for assistance in the apprehension of any individual who is also wanted on a criminal warrant from Connecticut or other jurisdiction which remains in full force and effect at the time of the request.

6. Any arrest by a member of the East Haven Police Department during the request for assistance by ICE shall be based upon probable cause that the detained individual is or was involved in criminal activity other than a civil violation of federal immigration laws or is wanted by Connecticut or any other jurisdiction on a criminal warrant.

E. Training and Enforcement

The East Haven Police Department shall conduct necessary training consistent with this directive. Any alleged violation of this directive is subject to the investigative and complaint procedures of Policies and Procedures # 208.

F. Data Collection

The East Haven Police Department shall maintain a record of all ICE detainees, warrants, or transfers consistent with Connecticut's Record Retention laws. Unless otherwise prohibited by law, the Department shall provide a copy upon request; with properly redacted information to preserve inmate, East Haven Police Department, and/or ICE staff privacy. In addition the Department shall advise any person who requests ICE detainee or transfer records as to the number and type of records withheld from disclosure and the reasons therefore.

DRAFT