

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF
HOMELAND SECURITY, U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT,
ENFORCEMENT AND REMOVAL OPERATIONS, BALTIMORE FIELD OFFICE, AND
BALTIMORE COUNTY, MARYLAND, ON BEHALF OF ITS DEPARTMENT OF
CORRECTIONS, REGARDING THE TRANSFER OF CRIMINAL ALIEN INMATES**

1. **PARTIES.** This Memorandum of Understanding (MOU) is entered into between the Baltimore County, Maryland, on behalf of its Department of Corrections (BCDC); and the United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations, Baltimore Field Office (ERO BAL) (herein collectively "Party" or "Parties").
2. **AUTHORITY.** ERO BAL operates pursuant to its authority under 8 U.S.C. §§ 1357 and 1226.
3. **PURPOSE:** This MOU between the BCDC and ICE memorializes in writing operational procedures first developed and instituted in 2024 regarding BCDC providing ICE an opportunity to accept custody of removable alien inmates. This MOU does not affect any other existing agreement between the parties, other than in respect to these issues.
4. **RESPONSIBILITIES:**

ERO BAL:

- a. ERO BAL will notify BCDC by email (bcdccommitmentfax@baltimorecountymd.gov) or fax (410-512-3424) of warrants signed by a judge and of Forms I-247A (Immigration Detainer – Notice of Action) (hereinafter "federal immigration detainers").
- b. Upon notification by BCDC of an alien inmate's impending release, BAL ERO will promptly notify BCDC of its decision to assume custody of the alien inmate or to decline to accept custody.
- c. If BAL ERO declines to accept custody, BAL ERO may cancel the federal immigration detainer by checking the appropriate box on the applicable detainer, notifying BCDC, and updating the cancellation in ICE's system of records.
- d. BAL ERO will comply with applicable federal laws, regulations, and policies when exchanging and disclosing information. See also Section 5 below.
- e. BAL ERO will provide a staff member to serve as a liaison to address any issues that may arise concerning the exchange of information and federal immigration detainer verification.

BCDC:

- a. For all alien inmates subject to a federal immigration detainer, BCDC will notify BAL

ERO, by way of email, at least four (4) hours prior to the alien's projected release.

- b. For all alien inmates subject to a warrant signed by a judge, BCDC will notify BAL ERO, by way of email, at least forty-eight (48) hours prior to the alien's projected release.
- c. BCDC will comply with applicable federal laws, regulations, and policies when exchanging and disclosing information. See also Section 5 below.
- d. BCDC will provide a staff member to serve as a liaison to address any issues that may arise concerning the exchange of information and federal immigration detainer verification.
- e. In addition to providing BAL ERO with BCDC's dedicated email address, fax number, and contact number, BCDC Leadership has provided after-hours contact numbers.

5. TREATMENT OF INFORMATION.

- a. The Parties intend that information obtained under this MOU be afforded the same degree of confidentiality by the receiving Party that it applies to similar information in its custody. The receiving Party is expected to apply appropriate standards with respect to the handling and safeguarding of the information received, commensurate with the sensitivity of such information. The Parties intend that the receiving Party will limit access to information shared to only those authorized personnel who have a need to know to carry out their official duties.
- b. Information obtained under this MOU is intended only for official use consistent with relevant laws, regulations, directives, policies, and procedures and is intended only to be used or disclosed for the purposes specified herein. Except as set forth in Section c below, the Parties do not intend such information to be used by the receiving Party for purposes not consistent with this arrangement or disclosed to other authorities or any other third parties, unless the providing Party expressly approves such use or disclosure in writing.
- c. Nothing in this MOU is intended to preclude the use or disclosure of information obtained under this MOU by the receiving party to the extent that there is an obligation to do so under applicable laws, regulations, directives, policies, and procedures. The Parties are expected to endeavor to give advance notice of any such proposed use or disclosure, unless otherwise prohibited by laws, regulations, directives, policies, or procedures.
- d. The Parties intend for the receiving Party to provide notification in writing as soon as practicable after becoming aware of any accidental or unauthorized access, use, disclosure, modification, or disposal of information received under this MOU, and as soon as practicable thereafter, to furnish all necessary details of the accidental or unauthorized access, use, disclosure, modification, or disposal of that information.

- e. The Parties intend for the providing Party to provide notification of any errors discovered in information shared under this MOU as soon as practicable. The Parties expect the receiving Party to take appropriate action regarding any request from the providing Party for additions, deletions, or corrections to the information, including in any disseminated products that contain such information. Location and correction of any records that contain the information, if appropriate, are expected to occur as soon as is practicable, but no later than ten (10) working days from the date of notification of error.
 - f. The Parties intend that the receiving Party's collection, use, disclosure, and retention of personally identifiable information (PII) be limited to that which is relevant for purposes of this MOU. PII is expected to be protected by administrative, technical, and physical safeguards appropriate to the sensitivity of the information. In addition, the Parties intend for the receiving Party to maintain any PII received under this MOU in accordance with relevant laws, regulations, directives, policies, and procedures and to use recognized security mechanisms such as a password, encryption, or other reasonable safeguards to prevent unauthorized access. The Parties intend for the receiving Party to only disclose PII to authorized individuals with a need to know and only for uses that are consistent with the purposes of the MOU and in accordance with relevant laws, regulations, directives, policies, and procedures.
 - g. In any particular case, the providing Party may, by way of protective marking or otherwise, apply additional restrictions to those already set out in this MOU with respect to the use or disclosure of information which it has provided hereunder, to include treatment of the information in a manner consistent with applicable laws, regulations, directives, policies, procedures, and international obligations. Where this is done, the receiving Party intends to endeavor to act consistently with the restrictions.
 - h. Information obtained under this MOU is intended to be retained only as long as necessary to carry out the purposes stated in this MOU and in accordance with applicable laws, regulations, directives, policies, procedures, and relevant records retention schedules and is expected to be disposed of thereafter, in accordance with applicable laws, regulations, directives, policies, procedures, and relevant records retention schedules.
6. **LIMITATIONS.** This MOU in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this MOU shall be construed as limiting or expanding the statutory authorities of the Parties.
7. **MEETING.** The Parties shall designate responsible officials to meet at the request of either Party, to discuss and review the implementation of this MOU.
8. **EFFECTIVE DATE/DURATION.** This MOU shall become effective upon the date the last signature is obtained. The initial term of this MOU will run for five years and will be automatically renewable.

9. MODIFICATION. This MOU may be modified upon the mutual written consent of the Parties.

10. TERMINATION. Either Party may terminate the MOU upon thirty (30) days' notice to the other Party.

11. OTHER PROVISIONS.

- a. Upon execution of this MOU, the Parties shall submit the MOU to the Attorney General for her consideration in light of Baltimore County's prospective cooperation with federal law enforcement. Nothing in this paragraph is intended to give the Department of Justice power to unilaterally terminate the MOU.
- b. Nothing in this MOU is intended to conflict with current law or regulation or the policies of DHS-ICE or BCDC. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
- c. Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Antideficiency Act, 31 U.S.C. §§ 1341-1519.

12. POINTS OF CONTACT. Any notice required to be given under this MOU will be provided by mail to:

Walt J. Pesterfield
Director
Baltimore County Department of Corrections
720 Bosley Avenue
Towson, MD 21204

Nikita Baker
(A) Field Office Director
U.S. Immigration and Customs Enforcement
31 Hopkins Plaza, 6th Floor
Baltimore, MD 21231

The Parties hereto have caused this MOU to be executed by the proper officers and officials:

FOR BALTIMORE COUNTY, MARYLAND

By _____



D'Andrea L. Walker
County Administrative Officer

Date: _____

10/27/25

REVIEWED AND APPROVED:

By: Walt J. Pesterfield

Date: 10/24/2025

Walt J. Pesterfield
Director, Department of Corrections

APPROVED FOR FORM & LEGAL
SUFFICIENCY:

By: James R. Benjamin, Jr.

Date: 10/24/2025

James R. Benjamin, Jr.
County Attorney

**DEPARTMENT OF HOMELAND SECURITY, U.S. IMMIGRATION AND CUSTOMS
ENFORCEMENT, ENFORCEMENT AND REMOVAL OPERATIONS,
BALTIMORE FIELD OFFICE**

By: [Signature]

Date: 10/27/2025

Nikita Baker
(A) Field Office Director

DEPARTMENT OF JUSTICE

By: [Signature]

Date: 10/22/25

Stanley E. Woodward, Jr.
Associate Attorney General