

*ICE Mutual Agreement between Government and Employers*

# IMAGE



**U.S. Immigration and  
Customs Enforcement**

## *Agreement*

### **I. Nature and Purpose of the Agreement**

This document sets forth the agreement between U.S. Immigration and Customs Enforcement (ICE) and City of Marietta (the parties) to promote voluntary compliance by City of Marietta with the employment authorization provisions of the Immigration and Nationality Act (INA) and to prevent the knowing hiring or continued employment of people who are not authorized to work in the United States.

### **II. Verification Responsibilities**

To promote compliance with the work authorization provisions of the INA at City of Marietta, the parties agree to the following verification procedures.

#### **A. City of Marietta agrees to:**

- 1. Within 60 days of signing this agreement, enroll in the Department of Homeland Security's E-Verify program and process all future employees through the E-Verify program;**
- 2. Within 120 days of signing this agreement, establish a hiring and employment eligibility verification program (or provide evidence of an existing such program) that includes (a) at least one annual internal Form I-9 audit and (b) hiring procedures to prevent the employment of unauthorized workers. City of Marietta further agrees to fully implement this program for a minimum period of two years; and**
- 3. Submit to an ICE Form I-9 inspection and to resolve any identified deficiencies.**

**ICE agrees to:**

- 1. Waive any applicable fines if substantive violations are discovered on fewer than 50% of the Forms I-9 reviewed as part of the inspection conducted under this agreement. In instances where more than 50% of the Forms I-9 contain substantive violations, ICE agrees to either mitigate any applicable fines or issue fines no higher than the statutory minimum of \$110 per substantive violation;**
- 2. Refrain from conducting an additional Form I-9 inspection at City of Marietta for a minimum period of two years from the completion and resolution of the Form I-9 inspection conducted under part IIA of this agreement, absent the existence of specific and credible evidence of knowing and unlawful employment at City of Marietta;**
- 3. Grant the participating employer ample time to resolve discrepancies discovered during the Form I-9 inspection reviewed as part of the inspection conducted under part IIA of this agreement regarding an employee's documentation of identity and work eligibility;**
- 4. Assist City of Marietta with any training or technical advice needed to implement this agreement; and**
- 5. Publicly recognize City of Marietta for participating in the IMAGE program, unless City of Marietta opts not to receive public recognition.**

### **III. Promotional, Publicity, Endorsements and Commercial Activity**

**ICE and City of Marietta further agree to discuss and obtain the approval of the other party before using names, logos or other identifying descriptions of the parties or the IMAGE program in a public statement related to participation in the IMAGE program. The parties will not publicize or promote this program or agreement without prior approval from the other party.**

**Participation in the IMAGE program does not constitute an endorsement of any product or service provided by City of Marietta. City of Marietta will not use or promote its participation in the IMAGE program in a manner that could appear to a reasonable person to constitute such an endorsement.**

### **IV. Fees**

**Each party shall bear the respective costs associated with this agreement. Any payment of monies to the other party for costs associated with this program must be approved in advance and fully documented.**

### **V. No Grant of Immunity**

**Beyond the specific terms outlined in this agreement, ICE does not grant to City of Marietta immunity from the application of the civil laws in the INA. ICE does not grant immunity to City of Marietta for violations of the criminal laws. ICE will not enter into this agreement if a criminal or civil investigation of City of Marietta is pending or if evidence of a criminal violation is apparent. Other than is laid out in the terms of this agreement, participation in the IMAGE program will not protect City of Marietta from liability for knowingly engaging in violations of the criminal or civil laws.**

### **VI. Anti-Discrimination Notice**

**Participating in IMAGE does not relieve City of Marietta of the obligation to comply with the anti-discrimination provision of the INA, including the requirement that an employer not impose additional hurdles**

upon individuals who identify themselves as non-citizens or who may appear to have been born in another country.

**VII. Terms of Agreement**

This agreement shall be effective for two years from the date when the appointed representatives of both parties sign the agreement. Extensions may be granted for additional two year periods by agreement of both parties. Failure to meet IMAGE commitments by City of Marietta will result in suspension from the IMAGE program. Participation may resume upon City of Marietta correcting identified deficiencies in compliance.

**Modification.** This agreement may be modified upon the mutual written consent of the parties.

**Termination.** Upon 30 days written notice to the other party, either party may terminate this agreement at will. This agreement is subject to automatic termination if City of Marietta is charged with criminal violations of federal immigration or labor law.

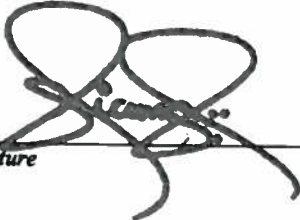
**VIII. Other Provisions**

Nothing in this agreement is intended to conflict with current law or regulation. If a term of this agreement is inconsistent with such authority, then the term is to be invalid, but the remaining terms and conditions are to remain in full force and effect.

This agreement is an internal arrangement between ICE and City of Marietta and does not create or confer any right or benefit on any other person or party, private or public.

In case of disagreement or dispute over the implementation of this agreement or the interpretation of terms of this agreement, ICE and City of Marietta agree to negotiate in good faith to resolve such issues.

**IX. Signatures**



*ICE Signature*

**Nick S. Annan**

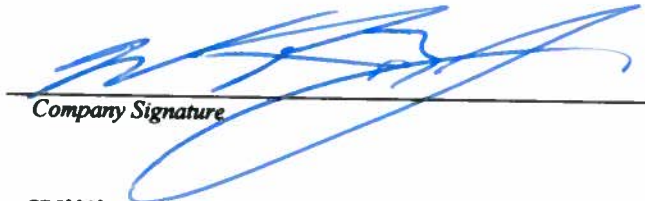
*Printed Name*

**Special Agent in Charge, Atlanta**

*Title*

9/24/2015

*Date*



*Company Signature*

**William F. Bruton, Jr.**

*Printed Name*

**City Manager**

*Title*

9/25/2015

*Date*