



City of Marietta

205 Lawrence Street
Post Office Box 609
Marietta, Georgia 30061

Motion Signature

File Number: 20190735

IMAGE Agreement Renewal

Motion to approve the renewal of the existing IMAGE Agreement for a four-year period through August 14, 2023.

Date August 14, 2019

A handwritten signature in black ink that reads "R. Steve Tumlin, Jr." written over a horizontal line.

R. Steve Tumlin, Jr., Mayor

A handwritten signature in black ink that reads "Stephanie Guy" written over a horizontal line.

Stephanie Guy, City Clerk

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 the 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 the CITY of MARIETTA, the parties agree to the following verification procedures.

A. The 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. The CITY of MARIETTA further agrees to fully implement this program for a minimum period of four 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 any technical or substantive violations are discovered on the Forms I-9 reviewed as part of the inspection conducted under this agreement as long as there is no evidence of a criminal violation;
2. Refrain from conducting an additional Form I-9 inspection at the CITY of MARIETTA for a minimum period of four 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 the 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 the CITY of MARIETTA with any training or technical advice needed to implement this agreement; and
5. Publicly recognize the CITY of MARIETTA for participating in the IMAGE program unless the CITY of MARIETTA opts not to receive public recognition.

III. Promotional, Publicity, Endorsements and Commercial Activity

ICE and the 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 the CITY of MARIETTA. The 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 the CITY of MARIETTA immunity from the application of the civil laws in the INA. ICE does not grant immunity to the CITY of MARIETTA for violations of the criminal laws. ICE will not enter into this agreement if a criminal or civil investigation of the 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 the 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 the 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 four years from the date when the appointed representatives of both parties sign the agreement. Extensions may be granted for additional four-year periods by agreement of both parties. Failure to meet IMAGE commitments by the CITY of MARIETTA will result in suspension from the IMAGE program. Participation may resume upon the 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 the 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 the 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 the 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, HSI Atlanta

Title

8/1/19

Date



Company Signature

R. Steve Tully, Jr.

Printed Name

Mayor

Title

08/19/2019

Date