

BREF

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

AMERICAN CIVIL LIBERTIES UNION OF
NEVADA, a domestic nonprofit organization;
SERGIO MORAIS-HECHAVARRIA, an
individual,

Petitioners,

vs.

LAS VEGAS METROPOLITAN POLICE
DEPARTMENT, a governmental entity; KEVIN
MCMAHILL, in his official capacity as Las Vegas
Metropolitan Police Department Sheriff,

Respondents.

Case No.: A-25-930343-W

Department: XI

**Opening Brief in Support of
Petition for Writ of Mandamus Or,
in the Alternative, Opening Brief in
Support of Verified Petition for
Writ of Habeas Corpus**

Hearing requested

Petitioners, American Civil Liberties Union of Nevada (“ACLU of Nevada”) and Sergio Morais-Hechavarria, hereby submit this Opening Brief in Support of their Petition for Writ of Mandamus, or in the alternative, Petition for Writ of Habeas Corpus. Petitioners request that this Court intervene to lift any holds imposed by the Clark County Detention Center (“CCDC”) on Petitioner Morais-Hechavarria based on ICE administrative warrants, ICE detainers, or other enforcement of civil immigration law as such holds are unlawful. Petitioners request this Court declare the basis for his detention, Las Vegas Metropolitan Police Department’s (“LVMPD”)

1 287(g) agreement with U.S. Immigration and Customs Enforcement (“ICE”), unlawful under
2 Nevada law and order LVMPD to terminate the agreement and cease all actions made pursuant to
3 this agreement. Petitioners also seek reasonable costs and attorneys’ fees pursuant to NRS 34.270,
4 NRS 18.010, and NRS 18.050. This brief is supported by the attached memorandum of points and
5 authorities and any attached exhibits.

6 **MEMORANDUM OF POINTS AND AUTHORITIES**

7 On June 16, 2025, LVMPD unlawfully entered into an agreement with ICE (“the
8 Agreement”) pursuant to Section 287(g) of the Immigration and Nationality Act despite LVMPD
9 repeatedly assuring the public the agency would not do so unless required to by law. This
10 agreement – commonly referred to as a “287(g) agreement” – purports to authorize LVMPD to
11 execute civil immigration warrants within CCDC and to hold, at no cost to the federal government,
12 federal immigration detainees for up to 48 hours past the time they would otherwise be released
13 from criminal custody. Sheriff McMahon’s entry into this agreement and LVMPD’s actions
14 pursuant to this agreement violate Nevada law.

15 LVMPD is a political subdivision whose existence and powers do not exist except by grant
16 of Nevada’s Legislature. Under Article 4, Section 32 of the Nevada Constitution, the Legislature
17 has the “power to increase, diminish, consolidate or abolish” the office of county sheriffs and
18 “shall provide for their election by the people, and fix by law their duties and compensation.” In
19 addition, Nevada has long embraced Dillon’s Rule, which provides that local government entities
20 have no power or authority except that which is expressly prescribed by the Legislature. In
21 executing a 287(g) agreement with ICE, Sheriff McMahon and LVMPD violated these basic
22 principles of Nevada law in at least two ways.

23 First, the Agreement violates Nevada law because Nevada’s Legislature has not authorized
24 LVMPD to enter into 287(g) agreements. Nevada’s Legislature has determined and prescribed

1 instances when government entities and their officials may cooperate with the federal government,
2 and it has not passed any law granting LVMPD or the Sheriff the authority to enter into a 287(g)
3 agreement. Through NRS 211.060, the Legislature has delineated when a county detention center
4 may house people for the federal government, but NRS 211.060 expressly provides that county
5 jails may house “prisoners” at the request of the United States and only upon payment of “all actual
6 and reasonably necessary costs” of such confinement. As the term “prisoner” as used in NRS
7 211.060 only applies to people detained pending criminal proceedings, the provision does not
8 apply to immigration detainees, and Sheriff McMahill does not have the authority to enter into the
9 287(g) agreement or any other contract to house immigration detainees for the federal government.
10 Furthermore, even if the term “prisoner” as used in NRS 211.060 did apply to immigration
11 detainees, LVMPD violated NRS 211.060 and acted outside of its authority in violation of Dillon’s
12 Rule because the 287(g) agreement it entered into requires LVMPD to cover all costs associated
13 with detaining anyone held under the Agreement.

14 Second, even if LVMPD has the authority to enter into 287(g) agreements, it does not have
15 the authority to carry out the actions outlined in the Agreement. The Agreement purports to
16 authorize LVMPD to execute civil immigration warrants within CCDC and to hold federal
17 immigration detainees for up to 48 hours past the time they would otherwise be released from
18 criminal custody. NRS 31.470 prohibits peace officers, which includes correction officers within
19 CCDC, from making arrests for civil violations unless the civil arrests fall within one of the
20 enumerated exceptions. LVMPD officers acting pursuant to the Agreement violate NRS 31.470
21 because they are executing civil arrest warrants and detaining people past the time they would
22 otherwise be released on criminal charges, and such civil arrests do not fall within one of the
23 enumerated exceptions. Additionally, the Nevada Revised Statutes delineate a peace officers’ arrest
24

1 authority in its entirety, and no provision authorizes peace officers to make arrests for civil
2 immigration violations.

3 As such, LVMPD and Sheriff McMahon, in entering and executing the Agreement, violated
4 Nevada law and exceeded the authority granted to them by the Nevada Legislature in violation of
5 Dillon's Rule. Because the Agreement is unlawful, LVMPD's execution of civil immigration
6 warrants and detention of people past the time they would otherwise be released on criminal
7 charges constitute as unauthorized and unreasonable seizures in violation of Article 1, Section 18
8 of the Nevada Constitution.

9 Petitioner Morais-Hechavarria is being unlawfully detained because of the Agreement as
10 LVMPD is holding Mr. Morais-Hechavarria in CCDC custody indefinitely due to an ICE hold
11 despite an order from a Nevada District Court judge that Mr. Morais-Hechavarria be directly
12 transferred from CCDC to an inpatient treatment facility to carry out the terms of his sentence in
13 his criminal case. Because LVMPD and Sheriff McMahon have neither the authority to enter into
14 a 287(g) agreement with ICE, nor the authority to execute civil immigration warrants and conduct
15 civil arrests, there is no legal justification for Petitioner Morais-Hechavarria's continued detention
16 in CCDC. The unlawful detention of people in CCDC due to ICE holds extends beyond Petitioner
17 Morais-Hechavarria as CCDC has received a total of 957 requests to hold people, whether through
18 detainers or administrative warrants, from ICE since January 1, 2025. Exhibit 4.

19 Petitioners requests that this Court 1) declare that the Respondents lack the authority to
20 enter into a 287(g) agreement with ICE and the execution of the Agreement violates Dillon's rule;
21 2) declare that Respondents do not have the authority under Nevada law to detain people for
22 immigration detainers or warrants; 3) in the alternative, if NRS 211.060 authorizes the
23 Respondents to enter into an agreement to hold immigration detainees at ICE's request, declare
24 the Agreement violates NRS 211.060 because it requires LVMPD to house federal immigration

1 detainees on behalf of ICE without payment of “all actual and reasonably necessary costs” of
2 confinement; 4) declare that the Respondents’ enforcement of civil federal immigration law by
3 executing administrative warrants and holding people for immigration matters when those people
4 would otherwise be released from state custody violates NRS 31.470’s prohibition on civil arrests
5 and constitutes unreasonable seizures under Nev. Const. art. I, § 18; 5) declare that the
6 Respondents do not have the authority to execute administrative warrants issued by ICE and detain
7 people past the time they would otherwise be released, and the act of doing so constitutes
8 unreasonable seizures under Nev. Const. Art. I § 18; 6) issue writ relief ordering LVMPD to
9 terminate the Agreement and cease any implementation of the Agreement; 7) issue a writ of
10 mandamus ordering LVMPD to immediately lift any holds imposed by CCDC on Petitioner
11 Morais-Hechavarria based on ICE administrative warrants, ICE detainers, or other enforcement of
12 civil immigration law; 8) alternatively, issue a writ of habeas corpus ordering LVMPD to
13 immediately lift any holds imposed by CCDC on Petitioner Morais-Hechavarria based on ICE
14 administrative warrants, ICE detainers, or other enforcement of civil immigration law; and 9)
15 award reasonable costs and attorney fees.

16 **STATEMENT OF FACTS**

17 **1. The Immigration and Nationality Act and 287(g) Agreements**

18 Section 287(g) of the Immigration and Nationality Act, codified as 8 U.S.C. § 1357,
19 authorizes the Attorney General to delegate immigration enforcement powers to a state or any
20 political subdivision of a state by entering into a written memorandum of agreement (“MOA” or
21 “MOU”) with that state or political subdivision of the state. The formal agreements are commonly
22 referred to as “287(g) agreements.”¹ Under a 287(g) agreement, U.S. Immigration and Customs

23 ¹ There are three different types of 287(g) programs: 1) the task force model; 2) the warrant
24 service officer program; and 3) the jail enforcement model. *See Partner With ICE Through*
287(g) Program, “3 Ways Your Agency Can Help”, U.S. Immigration and Customs
Enforcement, (updated July 15, 2025), <https://www.ice.gov/287g>.

1 Enforcement (“ICE”), trains, certifies, and authorizes local law enforcement officers to perform
2 certain immigration enforcement functions under the supervision of an ICE officer. Ex. 1 at 1.
3 Despite the Attorney General’s authority to delegate these powers to a state or political
4 subdivision, immigration enforcement activities under Section 287(g) are carried out at the
5 “expense of the State or political subdivision.” See 8 USC § 1357(g)(1).

6 **2. LVMPD’s 287(g) agreement with ICE**

7 On May 30, 2025, the day after DHS published a list designating the city of Las Vegas a
8 “sanctuary jurisdiction,” Sheriff McMahon signed the Agreement.² Ex. 1 at 7. Sheriff McMahon
9 has provided little explanation as to why he went from turning down requests from federal agencies
10 to expand LVMPD involvement in immigration enforcement in late March 2025, to entering into
11 the 287(g) agreement just months later.³ LVMPD’s about-face decision comes after repeated
12 assurances that LVMPD would not be entering into such an agreement unless required to do so by
13 federal law.⁴ Such assurances have been consistently made since 2019, when LVMPD terminated
14 its prior 287(g) agreement with ICE because a federal court’s ruling raised concerns that such
15 agreements are unconstitutional.⁵ Despite this, the Agreement was fully executed on June 16, 2025,
16 after an ICE official signed the contract. Ex. 1 at 7.

17 ² Isabella Aldrete, *Vegas landed on Trump’s ‘sanctuary’ list. A day later, sheriff signed*
18 *agreement with ICE.*, The Nevada Independent (June 26, 2025),
19 [https://thenevadaindependent.com/article/vegas-landed-on-trumps-sanctuary-list-a-day-later-](https://thenevadaindependent.com/article/vegas-landed-on-trumps-sanctuary-list-a-day-later-sheriff-signed-agreement-with-ice)
[sheriff-signed-agreement-with-ice.](https://thenevadaindependent.com/article/vegas-landed-on-trumps-sanctuary-list-a-day-later-sheriff-signed-agreement-with-ice)

20 ³ *Id.*; Ricardo Torres-Cortez, *Sheriff rejects to use Las Vegas officers for immigration enforcement*,
Las Vegas Review Journal (March 27, 2025), [https://www.reviewjournal.com/local/local-las-](https://www.reviewjournal.com/local/local-las-vegas/sheriff-rejects-requests-to-use-las-vegas-officers-for-immigration-enforcement-3342846/)
[vegas/sheriff-rejects-requests-to-use-las-vegas-officers-for-immigration-enforcement-3342846/](https://www.reviewjournal.com/local/local-las-vegas/sheriff-rejects-requests-to-use-las-vegas-officers-for-immigration-enforcement-3342846/).

21 ⁴ *Id.*; David Charns, *Las Vegas police do not ‘enforce immigration violations,’ policy says*, 8 News
22 Now (January 21, 2025), [https://www.8newsnow.com/investigators/las-vegas-police-do-not-](https://www.8newsnow.com/investigators/las-vegas-police-do-not-enforce-immigration-violations-policy-says/)
[enforce-immigration-violations-policy-says/](https://www.8newsnow.com/investigators/las-vegas-police-do-not-enforce-immigration-violations-policy-says/) (discussing policy that LVMPD officers “will not
23 stop and question, detain, arrest, or place an immigration hold on any individuals on the ground
they are an undocumented immigrant” but will share “criminal intelligence”).

24 ⁵ Michelle Rindels, *Metro suspending controversial 287(g) collaboration with ICE; federal agency*
says public safety will be compromised, The Nevada Independent (October 23, 2019),

1 The Agreement is specifically for the Warrant Service Officer Program, under which ICE
2 trains and certifies local LVMPD officers to serve and execute “warrants of arrest” and “warrants
3 of removal” on people who are in LVMPD custody. Ex. 1 at 1–2, 8. An ICE “warrant for
4 removal/deportation” is issued by a federal immigration officer directing “any immigration officer
5 of the United States Department of Homeland Security [...] to take into custody and remove from
6 the United States” the named “alien” in the document. *See* Ex. 2. An ICE “warrant of arrest” is
7 used when the individual named in the warrant is determined to be “removable” but is not yet
8 subject to a final order of removal. *See* Ex. 3. These warrants are administrative in nature, rather
9 than judicial, as they are signed by ICE officials rather than a judge. *See* 8 CFR. §§ 287.5(e)(2)
10 (listing which immigration officials can issue warrants of arrest). These warrants frequently
11 accompany ICE detainers, which are documents issued by ICE asking a state agency to notify them
12 about an arrested person’s impending release and to voluntarily hold the person after they would
13 otherwise be entitled to release from criminal custody.⁶ Pursuant to the Agreement, LVMPD serves
14 civil immigration warrants upon people in their custody and then holds them for up to 48 hours so
15 they can be transferred to ICE. Ex. 1 at 8. As of September 1, 2025, LVMPD received a total of
16 957 requests from ICE for the year 2025. Ex. 4.

17 The existence of an ICE warrant, or “ICE Hold”, prevents a person’s release even if they
18 post bond on their criminal charges or are ordered to home incarceration as part of pre-trial
19 monitoring on their state charges. And, in situations like Petitioner Morais-Hechavarria’s, the ICE
20 warrant prevents release from CCDC even if a district court judge orders that person to be directly

21 _____
22 <https://thenevadaindependent.com/article/metro-suspending-controversial-287g-collaboration-with-ice>.

23 ⁶ U.S. Immigration and Customs Enforcement, ICE Annual Report – FY 2024 (December 19,
24 2024), available at [iceAnnualReportFY2024.pdf](#). *See also* 8 CFR. §§ 287.7(a); *Lunn v. Commonwealth*, 477 Mass. 517, 524 n.17 (2017) (noting “Immigration Detainers” must be accompanied by Form I 200 “Warrant for Arrest of Alien” or Form I 205 “Warrant of Removal/Detention”).

1 transferred to an inpatient treatment facility. Ex. 5. At the same time, the order of the district court
2 judge to directly transfer a person to inpatient care from CCDC prevents the person's release to
3 ICE, purportedly due to LVMPD's belief that such an order indicates that the criminal case is still
4 active. *Id.* Thus, persons such as Petitioner Morais-Hechavarria cannot be released to ICE nor
5 transferred to inpatient care and are confined indefinitely. *See id.*

6 While LVMPD houses people for ICE, the Agreement does not provide any compensation
7 from the Federal Government for the costs related to these detentions. *See* Ex. 1 at 3, 8. Rather,
8 the agreement states:

9 The LEA is responsible for personnel expenses, including, but not limited to,
10 salaries and benefits, local transportation, and official issue material. ICE will
11 provide instructors and training materials. The LEA is responsible for the salaries
12 and benefits, including any overtime, of all of its personnel being trained or
13 performing duties under this MOA and of those personnel performing the regular
14 functions of the participating LEA personnel while they are receiving training. The
15 LEA will cover the costs of all LEA personnel's travel, housing, and per diem
16 affiliated with the training required for participation in this MOA. ICE is
17 responsible for the salaries and benefits of all of its personnel, including instructors
18 and supervisors.

19 If ICE determines the training provides a direct service for the Government and it
20 is in the best interest of the Government, the Government may issue travel orders
21 to selected personnel and reimburse travel, housing, and per diem expenses only.
22 The LEA remains responsible for paying salaries and benefits of the selected
23 personnel.

24 The LEA is responsible for providing all administrative supplies (e.g. printer toner)
necessary for normal office operations. The LEA is also responsible for providing
the necessary security equipment, such as handcuffs, leg restraints, etc.

[....]

[....]

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 with regard to their property or personal
expenses incurred by reason of death, injury, or incidents giving rise to liability

Id at 3-4.

3. The Petitioners

Petitioner Morais-Hechavarria was arrested on state criminal charges and entered a plea on July 8, 2025, in case number C-25-392542-1. Ex. 6. On August 19, 2025, the court in that matter ordered Mr. Morais-Hechavarria to an inpatient treatment program as part of his criminal sentence. *Id.* That court ordered that Mr. Morais-Hechavarria remain in custody at CCDC pending Parole and Probation transport to inpatient treatment. *Id.*

On August 19, 2025, a social worker for the Clark County Public Defender's Office reached out to CCDC regarding Mr. Morais-Hechavarria's referral and stated that he was "ready to go" as soon as a bed was available. Ex. 5 at 2. An employee from LVMPD responded and stated that Mr. Morais-Hechavarria had an ICE warrant and because of that warrant, CCDC would not release him to inpatient treatment. Ex. 5 at 1-2. According to the LVMPD employee, Mr. Morais-Hechavarria could not be released unless the District Court Order for inpatient treatment was "rescinded". Ex. 5 at 1.

Mr. Morais-Hechavarria is still detained at CCDC with no projected release date and will remain in CCDC indefinitely without this Court's intervention.

Petitioner ACLU of Nevada is a nonpartisan, nonprofit organization that works to defend and advance the civil liberties and civil rights of all Nevadans. Ex 7. As the guardian of civil liberties of all Nevadans for over 55 years, and with more than 5,000 members in the State of Nevada, preventing constitutional and statutory violations is of substantial interest to ACLU of Nevada. *Id.* As part of this mission, ACLU of Nevada has a direct interest in ensuring LVMPD does not act outside the authority granted to it by the Nevada Legislature and the Nevada Constitution. *Id.* In addition, ACLU of Nevada works to protect the liberty interests of all individuals and has expressly and persistently engaged in advocacy, litigation, and "Know Your Rights" trainings related to immigration law and enforcement. *Id.*

LEGAL STANDARD

Mandamus writ relief is available “where there is no ‘plain, speedy, and adequate remedy in the ordinary course of law.’” *Segovia v. Eighth Judicial Dist. Court*, 133 Nev. 910, 912, 407 P.3d 783, 785 (2017) (quoting NRS 34.170 and NRS 34.330). Courts may issue a writ of mandamus “to compel the performance of an act that the law requires or to control an arbitrary or capricious exercise of discretion.” *Id.* While an “extraordinary remedy,” it is within the court’s sole discretion to determine when such relief is proper. *Id.* Even when a legal remedy is available, the court can “still entertain a petition for writ ‘relief where the circumstances reveal urgency and strong necessity.’” *Id.* (quoting *Barngrover v. Fourth Jud. Dist. Ct.*, 115 Nev. 104, 111, 979 P.2d 216, 220 (1999)).

Courts will generally exercise their discretion to consider an extraordinary writ where an important legal issue that needs clarification is raised in order to promote judicial economy and administration. *State Office of the Att’y Gen. v. Just. Ct. of Las Vegas Twp.*, 133 Nev. 78, 80, 392 P.3d 170, 172 (2017). When a petition for extraordinary relief “involves a question of first impression that arises with some frequency, the interests of sound judicial economy and administration favor consideration of the petition.” *A.J. v. Eighth Jud. Dist. Ct.*, 133 Nev. 202, 204–05, 394 P.3d 1209, 1212 (2017) (quoting *Cote H. v. Eighth Jud. Dist. Ct.*, 124 Nev. 36, 39, 175 P.3d 906, 908 (2008)).

In the alternative, Petitioner Morais-Hechavarria seeks relief by writ of habeas corpus. NRS 34.360 provides: “Every person unlawfully committed, detained, confined or restrained of his or her liberty, under any pretense whatever, may prosecute a writ of habeas corpus to inquire into the cause of such imprisonment or restraint.” If no legal cause is shown for the petitioner’s imprisonment or restraint, the judge must release the petitioner from custody, without delay. NRS 34.480; NRS 34.390(1).

1 The Supreme Court of Nevada has held that habeas corpus relief has been expanded “to
2 allow the presentation of questions of law that cannot otherwise be reviewed, or that are so
3 important as to render ordinary procedure inadequate and justify the extraordinary remedy.”
4 *Roberts v. Hocker*, 85 Nev. 390, 392, 456 P.2d 425, 426-27 (1969) (quoting *State v. Fogliani*, 82
5 Nev. 300, 417 P.2d 148 (1966)). This expansion includes cases that seek to test the constitutionality
6 of an ordinance while on bail (*Ex parte Philipie*, 82 Nev. 215, 414 P.2d 949 (1966)); to test
7 unlawful restraint (*Garnick v. Miller*, 81 Nev. 372, 403 P.2d 850 (1965)); to challenge sufficiency
8 of probable cause for trial while on bail (*Jacobson v. State*, 89 Nev. 197, 510 P.2d 856 (1973)); or
9 to test the legality of a parole board's order to hold for extradition (*Roberts v. Hocker*, 85 Nev. 390,
10 456 P.2d 425 (1969)). *Nev. Dep't of Prisons v. Arndt*, 98 Nev. 84, 85-86, 640 P.2d 1318, 1319
11 (1982) (highlighting cases).

12 **SUMMARY OF ARGUMENT**

13 LVMPD engages in immigration enforcement pursuant to the Agreement under the
14 Warrant Service Officer Program. The Agreement purports to grant LVMPD the authority to
15 perform certain immigration functions, including the power and authority to serve and execute
16 administrative warrants for immigration violations on people in LVMPD custody who are held at
17 CCDC. However, Nevada law does not authorize sheriffs or police departments to enter into such
18 agreements, nor does it authorize the actions LVMPD agrees to under the Agreement.

19 Article 4 § 32 of the Nevada Constitution states that the Legislature has the “power to
20 increase, diminish, consolidate or abolish” the office of county sheriffs and “shall provide for their
21 election by the people, and fix by law their duties and compensation.” Beyond this, Nevada courts
22 have long applied the common-law principle known as Dillon's Rule, which defines and limits the
23 powers of county, city, and local governments. *See Ronnow v. Las Vegas*, 57 Nev. 332, 342–43 ,
24 65 P.2d 133, 136 (1937) (applying Dillon’s Rule to municipal corporations); *Flores v. Las Vegas-*

1 *Clark Cty Library Dist.*, 134 Nev. 827, 833 n.7, 432 P.3d 173, 178 (2018) (noting application of
2 Dillon’s Rule to local government); The Nevada Association of Counties, *The Nevada County*
3 *Commissioner Handbook*, 6 (2020) (“Nevada is a Dillon’s Rule State, meaning that unless the
4 power to do something has been expressly granted to the county by the state legislature through
5 the adoption of a statute, they do not possess it.”). Under Dillon's Rule, local government entities
6 have only those powers (1) granted in express words by the Nevada Constitution, statute, or city
7 charter; (2) necessarily or fairly implied in the powers expressly granted; or (3) all other powers
8 essential to the accomplishment of declared objects and purposes of the corporation that are not
9 merely convenient but indispensable. *See id.* at 343. The Nevada Supreme Court explains:

10 [M]unicipal corporations have no powers but those which are delegated to them by
11 the charter or law creating them; that the powers expressly given and the necessary
12 means of employing those powers constitute the limits of their authority. It is
conceded that beyond this they can have no active existence, and can do no act
which the law can recognize as valid and obligatory upon them.

13 *Id.* at 341-342 (quoting *Tucker v. Virginia City*, 4 Nev. 20, 26 (1868)). In other words, a local
14 government entity does not exist and has no authority to take any action unless the Nevada
15 Legislature passes a statute that grants such existence and power.

16 Sheriff McMahill has unilaterally entered into the Agreement with ICE absent the Nevada
17 Legislature’s grant of authority to do so, conflicting with Nevada’s longstanding application of
18 Dillon’s Rule and Article 4, Section 32 of the Nevada Constitution.

19 The Nevada Legislature has determined and passed laws delineating when a sheriff can
20 execute a contract with the federal government. The only statute that authorizes a sheriff to execute
21 a contract with the federal government to detain people on behalf of the United States is NRS
22 211.060. While NRS 211.060 concerns housing people at the county jail on the federal
23 government’s behalf, it is expressly limited to housing “prisoners,” which would not include
24 immigration detainees. Furthermore, even if immigration detainees fell within the definition of

1 “prisoners,” the Agreement fails to adhere to the requirement that the contract provide for payment
2 of “all actual and reasonably necessary costs” of such confinement as the Agreement requires
3 LVMPD to bear nearly all costs associated with holding people for ICE. Outside of NRS 211.060,
4 there is no other statute under Nevada law that authorizes LVMPD to enter into a 287(g) agreement
5 explicitly or to enter into a contract to perform the actions outlined in the Agreement.

6 Not only does Sheriff McMahon and LVMPD’s entry into the agreement itself exceed the
7 authority granted by the Nevada Legislature, but the actions purportedly authorized by this
8 agreement – making civil arrests pursuant to ICE’s administrative warrants and holding arrested
9 individuals for 48 hours past the time they would otherwise be released – also violate Nevada law.
10 Such actions violate the prohibition on civil arrests in NRS 31.470 as they do not fall within the
11 enumerated exceptions to this prohibition. These arrests similarly exceed the arrest authority of
12 peace officers delineated by Nevada Revised Statutes, and in turn constitute unlawful seizures
13 which violate Art. I § 18 of the Nevada Constitution.

14 Because Sheriff McMahon and LVMPD’s actions in entering into and executing the
15 Agreement are unlawful, Petitioner Morais-Hechavarria’s continued detention at CCDC is
16 likewise unlawful.

17 The issues presented in the Petition involve important legal questions of first impression,
18 as Nevada courts have not yet addressed local law enforcement’s ability to execute 287(g)
19 agreements. These important legal questions arise frequently. For example, LVMPD reports show
20 that, year to date, LVMPD has received 957 requests from ICE to hold people in CCDC custody.
21 Ex. 4. There is also no plain, speedy, and adequate remedy in the ordinary course of law to address
22 the harm caused by the Agreement. Due to the short-lived nature of the detainers placed on people
23 in CCDC custody, many people held in LVMPD custody because of “ICE holds” are unaware of
24 the unlawful detention until it is too late for a court to provide relief.

1 Petitioners have a beneficial interest in obtaining writ relief. An order declaring the
2 Agreement, and any actions taken pursuant to it, unlawful would remove the ICE hold placed on
3 Petitioner Morais-Hechavarria. Such relief would prevent the violations of others' rights under the
4 Nevada Constitution and Nevada law and would serve the public interest by ensuring LVMPD and
5 Sheriff McMahon do not exceed the power granted to them by the Nevada Legislature and the
6 Nevada Constitution.

7 In the alternative, Petitioner Morais-Hechavarria submits this Petition for Habeas Corpus
8 seeking relief from his unlawful detention in CCDC by LVMPD and Sheriff McMahon. While
9 Petitioner Morais-Hechavarria's confinement was at first lawful, once he was released on his
10 criminal charges, ordered to inpatient care, and a bed at the treatment facility became available,
11 LVMPD no longer had a legal basis to hold him in custody. LVMPD provided one reason for Mr.
12 Morais-Hechavarria's continued detention: the fact that Mr. Morais-Hechavarria has an ICE
13 warrant. LVMPD has no authority under Nevada law to enter into an agreement with ICE to keep
14 people in custody after they are otherwise released on criminal charges, therefore such holds are
15 unlawful. Habeas relief is necessary here, as Petitioner Morais-Hechavarria's unlawful restraint of
16 his liberty requires immediate response. *See Peyton v. Rowe*, 391 U.S. 54, 63, 88 S. Ct. 1549, 1554
17 (1968) ("a principal aim of the writ [of habeas corpus] is to provide for swift judicial review of
18 alleged unlawful restraints on liberty."). In addition, Petitioner poses "questions of law which
19 cannot otherwise be reviewed," and "are so important as to render ordinary procedure inadequate
20 and justify the extraordinary remedy." *See Snow v. State*, 105 Nev. 521, 779 P.2d 96 (1989)
21 (quoting *State v. Fogliani*, 82 Nev. 300, 417 P.2d 148 (1966)). Petitioner Morais-Hechavarria will
22 remain in detention indefinitely because he cannot be released into inpatient treatment to complete
23 his sentence due to the ICE warrant.
24

ARGUMENT

I. NRS 211.060, the only statute granting a sheriff the authority to contract with the federal government to house people on the federal government's behalf, is not applicable to the Agreement, and even if it was, it renders the Agreement unlawful because the Agreement fails to adhere to the payment provisions outlined in NRS 211.060.

The Agreement provides that the local agency will house immigration detainees up to 48 hours until transferred into an ICE field office or immigration detention facility. Ex. 1 at 8. The Nevada Legislature has considered and created law dictating when county jails may contract to house people on behalf of the United States. NRS 211.060, titled "Detention of United States prisoners in county jails", states:

A person may be committed under the authority of the United States to any county jail if a contract has been concluded between the United States and the sheriff of the county, upon payment of:

(a) All actual and reasonably necessary costs of his or her confinement, including the direct cost of his or her support and an allocated share of the cost of maintaining the jail and guarding the prisoners, as compensation to the county for the use of the jail; and (b) All legal fees of the jailer.

This is the only Nevada statute authorizing a sheriff to enter into a contract with the federal government to house people on behalf of the United States.

NRS 208.085, which applies to statutes in Title 16 of the Nevada Revised Statutes including NRS 211.060, defines "prisoners" as any person held in custody under process of law or under lawful arrest. The Nevada Supreme Court has held that the definition of "prisoner" in NRS 208.085 was intended to apply solely in the criminal context. *See Robinson v. State*, 117 Nev. 97, 99, 17 P.3d 420, 422 (2001) ("[T]he term 'prisoner' only applies to individuals in custody for criminal conduct, and not to persons in civil protective custody.").

The authority to house "prisoners" on behalf of the United States does not include people detained for *civil* immigration matters, and therefore Sheriff McMahon and LVMPD have no

1 authority under Nevada law to enter into a contract with the federal government to house
2 immigration detainees at CCDC.⁷ However, if holding “prisoners” on behalf of the United States
3 includes federal immigration detainees, any such contract between the United States and Sheriff
4 McMahill would need to satisfy the requirements of NRS 211.060. The Agreement does not
5 contain a provision that the federal government will pay for “all actual and reasonably necessary
6 costs” of an immigration detainee’s confinement,” including payment for maintaining the jail and
7 guarding the prisoners. Ex. 1. Rather, the Agreement requires LVMPD to bear nearly all the costs,
8 including costs associated with housing the detainees past the time they would otherwise be
9 released from LVMPD custody. Ex. 1 at 3-4. This is a direct violation of NRS 211.060, and in
10 either instance, the Agreement is unlawful.⁸

11 These costs are exacerbated by situations like Petitioner Morais-Hechavarria’s. Because
12 LVMPD believes an ICE warrant prevents both Petitioner Morais-Hechavarria’s release into the
13 inpatient facility and his release into ICE custody, Petitioner Morais-Hechavarria will remain in
14 CCDC custody indefinitely. As a result, LVMPD is incurring all costs of Petitioner Morais-
15 Hechavarria’s detention without compensation for his indefinite confinement.

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21 ⁸ The federal statute authorizing the federal government to enter into 287(g) agreements, 8 USC §
22 1357(g)(1), explicitly states that local officials carrying out the function of an immigration officer
23 in relation to the investigation, apprehension, or detention of aliens in the United States may do so
24 “at the expense of the State or political subdivision” Therefore, if the agreement is amended
to adhere to the requirements of NRS § 211.060, ICE would be in violation of federal law. As
such, no 287(g) agreement which requires housing immigration detainees between ICE and a
Nevada state or local entity can be lawful.

1 **II. The Nevada Legislature has not passed laws authorizing Sheriff McMahon or**
2 **LVMPD to enter into 287(g) agreements explicitly, and no other law, outside of NRS**
3 **211.060, grants them the authority to enter into a contract to perform the actions**
4 **outlined in the Agreement.**

5 Sheriff McMahon and LVMPD's existence and powers do not exist except by grant by
6 Nevada's Legislature. Every power and duty conferred or imposed by law upon a county sheriff
7 which relates to law enforcement devolves automatically upon LVMPD. NRS 280.280. The
8 statutes the Nevada Legislature has passed governing the powers and duties of county sheriffs do
9 not confer upon them the authority to enter into agreements with the federal government to enforce
10 civil immigration laws. *See* Chapter 248 of the NRS (outlining the duties and powers of sheriffs;
11 no provision granting the power to enter into agreements with the federal government to enforce
12 federal immigration laws by conducting civil arrests).

13 If the Nevada Legislature intended to authorize Sheriff McMahon and LVMPD to enter
14 into 287(g) agreements with ICE, it would have expressly done so, as have legislatures in other
15 states. *See e.g.*, Ark. Code Ann. § 12-41-512 (2024) (enacted bill authorizing a county sheriff in
16 charge of a county jail to choose whether to participate in the Jail Enforcement Model 287(g)
17 agreement). The fact that Nevada's Legislature has not passed such legislation, even after it
18 considered and expressly permitted cooperation with the federal government or with immigration
19 enforcement in other contexts,⁹ demonstrates Legislative intent not to grant such authority.
20

21 ⁹ In addition to NRS 211.060, the Nevada Legislature has considered instances in which a local
22 governmental entity may cooperate with immigration enforcement and has expressly authorized
23 such cooperation in the specific instances. *See* for example NRS 481.063 which prohibits the
24 release of personal information from a file or record "to any person or to any federal, state, or local
government entity for any purpose relating to the enforcement of immigration" unless "the
requester submits a written release from the person about whom the information is requested or
the Director releases the personal information pursuant to a lawful order, subpoena or warrant
issued by a court of competent jurisdiction."

1 **III. LVMPD violates Nevada law when it executes civil immigration warrants and**
2 **conducts arrests pursuant to the 287(g) agreement.**

3 Even if LVMPD had the authority to execute a 287(g) agreement, the Agreement is
4 nonetheless unlawful because the provisions within the Agreement commit LVMPD to actions
5 that violate Nevada law. The Agreement purports to authorize LVMPD to engage in immigration
6 enforcement by executing civil administrative warrants in its jails and by detaining people for up
7 to 48 hours after they would otherwise be released from criminal custody. Holding someone in
8 custody despite their release on criminal charges constitutes an arrest under Nevada law. *See* NRS
9 171.104 (“An arrest is the taking of a person into custody in a case and in the manner authorized
10 by law.”). This is true no matter how temporary the detention may be. *See* NRS 171.123 (“A person
11 must not be detained longer than is reasonably necessary to effect the purposes of this section, and
12 in no event longer than 60 minutes.”); *United States v. Place*, 462 US 696, 709-10 (1983)
13 (observing that Supreme Court has never held detention of 90 minutes or more to be anything short
14 of arrest). Several courts have held that continued detention for a new reason, including pursuant
15 to immigration detainers that are accompanied by ICE warrants of arrest or removal, constitutes a
16 new seizure. *See e.g., Cisneros v. Elder*, No. 18CV30549, 2018 Colo. Dist. LEXIS 3388, *16
17 (finding continued detention of inmate under immigration detainer after release date constitutes an
18 arrest and seizure).

19 Pursuant to Dillon’s Rule, Sheriff McMahill and LVMPD cannot conduct civil
20 immigration arrests unless such powers are granted by Nevada’s Legislature. *See* Nev. Const. art.
21 IV, § 32 (making clear the legislature has power to create and prescribe the duties of sheriffs by
22 law); *Ronnow*, 57 Nev. at 342–43, 65 P.2d at 136 (municipal corporations have no existence and
23 can do no act except those prescribed by the legislature). The Nevada Legislature has not granted
24

1 such powers to LVMPD and has instead generally prohibited civil arrests. *See infra* Part III A and
2 B.

3 **A. LVMPD violates NRS 31.470’s prohibition of arrests for civil violations by executing**
4 **ICE’s civil administrative warrants and detaining people when they are otherwise**
5 **eligible for release from custody.**

6 The Immigration and Nationality Act, 8 U.S.C. § 1101, sets forth terms, conditions, and
7 procedures for removing “aliens” from the country. While some violations of the Act are criminal
8 offenses, “[a]s a general rule, it is not a crime for a removable alien to remain present in the United
9 States,” *Melendres v. Arpaio*, 695 F.3d 990, 1000 (9th Cir.), and it is a civil violation that subjects
10 the individual to removal. *See* 8 U.S.C. § 1227(a)(1)(B); *Gonzales v. City of Peoria*, 722 F.2d 468,
11 476-77 (9th Cir. 1983), *overruled on other grounds by* *Hodgers-Durgin*, 199 F.3d 1037 1040 n.1
(9th Cir. 1999).

12 The Nevada Legislature has expressly determined the limited circumstances where civil
13 arrests are permitted. NRS 31.470 states: “No person shall be arrested in a civil action except as
14 prescribed by this chapter.” NRS 31.480 prescribes five limited exceptions to this prohibition.¹⁰

15
16 ¹⁰ These exceptions include:

- 17 1. In an action for the recovery of money or damages on a cause of action arising upon
18 contract, express or implied, when the defendant is about to depart from the State with
19 intent to defraud the defendant’s creditors, or when the action is for libel or slander.
- 20 2. In an action for a fine or penalty, or for money or property embezzled, or fraudulently
21 misapplied or converted to his or her own use by a public officer, or an officer of a
22 corporation, or an attorney, factor, broker, agent or clerk in the course of his or her
23 employment as such or by any other person in a fiduciary capacity, or for misconduct
24 or neglect in office, or in professional employment, or for a willful violation of duty.
- 25 3. In an action to recover the possession of personal property unjustly detained, when
the property, or any part thereof, has been concealed, removed, or disposed of so that
it cannot be found or taken by the sheriff.
- 26 4. When the defendant has been guilty of a fraud in contracting the debt or incurring
the obligation for which the action is brought, or in concealing or disposing of the
property, for the taking, detention or conversion of which the action is brought.
- 27 5. When the defendant has removed or disposed of the defendant’s property, or is about
to do so, with intent to defraud the defendant’s creditors.

NRS 31.480.

1 However, none of the enumerated exceptions to the prohibition in NRS 31.470 authorizes arrests
2 for civil immigration violations. *See* NRS 31.480. Notably, in NRS 228.206(1), the Nevada
3 Legislature signaled intent to preclude such a power when it directed the Attorney General to draft
4 model policies for law enforcement agencies that prioritize recommendations that “limit, to the
5 fullest extent practicable and consistent with any applicable law, the engagement of state or local
6 law enforcement agencies with federal immigration authorities for the purpose of immigration
7 enforcement.” The Attorney General’s Office complied with the mandate and published model
8 policies, which relied on NRS 31.470 to generally prohibit peace officers from making arrests in
9 non-criminal matters, including civil immigration arrests.¹¹

10 The Agreement purports to grant LVMPD the authority to serve and execute ICE warrants
11 of arrest and warrants of removal and to detain these people for up to 48 hours past the time they
12 would otherwise be released from LVMPD custody. The holds by LVMPD on behalf of ICE are
13 new arrests. *See supra* Part III. Because the arrests are for civil violations that are not listed
14 exceptions in NRS 31.480, any arrests conducted by LVMPD pursuant to the Agreement directly
15 violate NRS 31.470.

16 The execution of a 287(g) agreement does not override LVMPD’s statutory obligations
17 under Nevada law. *See* 8 USC § 1357(g)(1) (recognizing state law limitations on the operation of
18 287(g) agreements and expressly providing for such agreements only if “consistent with State and
19 local law”). *See also People ex rel. Wells v. DeMarco*, 2018 NY Slip Op 07740, ¶ 5, 168 A.D.3d
20 31, 42, 88 N.Y.S.3d 518, 528 (App. Div.) (finding civil immigration arrests prohibited where such
21 arrests did not fall within limited circumstances where judicial or quasi-judicial officer of court
22 authorized issuance of arrest in civil matters). LVMPD violated NRS 31.470 by placing a hold on

23
24 ¹¹ Office of the Attorney General (2025), Model Immigration Policies,
<https://ag.nv.gov/uploadedFiles/agnv.gov/Content/Issues/OAG%20Model%20Immigration%20Policies%20-%202.24.25.pdf>

1 the release of Petitioner Morais-Hechavarria pursuant to a request from ICE via an administrative
2 warrant and remains in violation of NRS 31.470 by refusing to release him to be directly
3 transferred to a treatment facility.

4 Where an arrest is made in violation of Nevada law, the arrest violates a person's "right to
5 be free from unlawful searches and seizures under Article 1, Section 18, even if the arrest does not
6 offend the Fourth Amendment." *See State v. Bayard*, 119 Nev. 241, 247 (2003). Because
7 Petitioner Morais-Hechavarria's arrest has been made pursuant to the Agreement in violation of
8 Nevada law, it constitutes an unreasonable seizure in violation of Article I, Section 18 of the
9 Nevada Constitution.

10 **B. LVMPD peace officers do not have the authority under Nevada law to make arrests**
11 **for civil immigration violations.**

12 In addition to the direct prohibition on civil arrests, the authority of Nevada peace officers
13 is limited to the express authority granted to them under Nevada law. *See Ronnow*, 57 Nev. at 343,
14 65 P.2d at 136 (neither the municipal corporation nor its officers can do any act not authorized by
15 legislative act). In Nevada, sheriffs of counties, their deputies, and correctional officers have the
16 powers of peace officers. *See* NRS 289.150. Peace officers have the power to make arrests pursuant
17 to a warrant or make warrantless arrests in limited circumstances. However, under both instances,
18 no authority exists for peace officers to arrest people for civil immigration violations.

19 Pursuant to NRS 171.124(1):

20 [A] peace officer...may make an arrest in obedience to a warrant delivered
21 to him or her, or may, without warrant, arrest a person:

22 (a) For a public offense committed or attempted in the officer's presence.

23 (b) When a person arrested has committed a felony or gross misdemeanor,
24 although not in the officer's presence.

(c) When a felony or gross misdemeanor has in fact been committed, and
the officer has reasonable cause for believing the person arrested to have
committed it.

1 (d) On a charge made, upon reasonable cause, of the commission of a felony
or gross misdemeanor by the person arrested.

2 (e) When a warrant has in fact been issued in this State for the arrest of a
3 named or described person for a public offense, and the officer has
4 reasonable cause to believe that the person arrested is the person so named
or described.

5 Sections (a)-(d) in NRS 171.124 apply to warrantless arrests and require that a criminal offense be
6 committed. The process of removing someone from the country is a civil administrative matter,
7 not a criminal one. *See supra* Part III. A. Therefore, NRS 171.124(1) (a)-(d) does not authorize a
8 warrantless arrest for a civil immigration violation.

9 NRS 171.124(1)(e) applies to arrests made when a warrant has been issued “for a public
10 offense.” The term “offense” as used throughout Chapter 171 of the Nevada Revised Statute refers
11 to misdemeanors, gross misdemeanors, and felonies, but not civil infractions. *See* NRS 171.136
12 (outlining that offenses can be either felonies or misdemeanors); *See also* NRS 193.050 (using
13 term “public offense” in statute defining criminal conduct). Administrative warrants issued by ICE
14 are for civil violations and therefore would not fall within NRS 171.124(1)(e).

15 Additionally, NRS 171.124(1)(e) does not authorize an arrest for civil immigration
16 violations even if the arrest is made pursuant to an ICE administrative warrant of arrest or
17 deportation because ICE administrative warrants are not warrants as used in NRS 171.124(e).
18 Under Nevada law, warrants of arrest must be signed by a magistrate. *See* NRS 171.108(1) (“A
19 warrant of arrest is an order in writing in the name of the State of Nevada which must [b]e signed
20 by the magistrate with the magistrate's name of office”). ICE administrative warrants are fillable
21 forms in which immigration officials may make a determination of removability based upon, for
22 example, a final order by “a designate official” or “biometric confirmation of the subject’s
23 identity.” Ex. 2, 3. These “warrants” may be signed by dozens of types of immigration officers
24 that do not constitute as “magistrates” as defined by Nevada law. *See* NRS 169.085 (defining

1 “magistrate” as “an officer having power to issue a warrant for the arrest of a person charged with
2 a public offense; including Supreme Court Justices and Judges of the Court of Appeals, district
3 court judges, justices of the peace; municipal judges; and “others upon whom are conferred by law
4 the powers of a justice of the peace in criminal cases.”); *See* 8 CFR. § 287.5(e)(2) (authorizing
5 more than fifty different types of DHS employees, including “immigration enforcement agents,”
6 to issue Form I-200); 8 C.F.R. § 241.2(a)(1) (authorizing over thirty types of immigration officials
7 to sign Form I-205).

8 Several courts in other states have held that arrests conducted by local officers pursuant to
9 ICE warrants are unauthorized because the warrants lack authorization by a neutral magistrate or
10 judge. *See Lunn*, 477 Mass. at 524 n 17, 78 N.E.3d at 1151 (discussing that administrative warrants
11 may be signed by dozens of types of immigration officials and do not require authorization of a
12 judge; thus are not criminal arrest warrants/detainers authorizing continued detention); *People ex*
13 *rel. Wells*, 168 A.D.3d at 42, 88 N.Y.S.3d at 528 (finding civil immigration warrant not authorized
14 by judicial or quasi-judicial officer of the court did not constitute “warrant”). Nevada law similarly
15 requires warrants to be signed by a magistrate and, because the administrative warrants provided
16 by ICE lack the signature of a judge or magistrate, they cannot be used to justify LVMPD’s arrest
17 and detention of people, including Petitioner Morais-Hechavarria, pursuant to these warrants.

18 LVMPD’s actions pursuant to the Agreement exceed the scope of authority granted to
19 peace officers in NRS 171.124(1) in violation of Dillon’s Rule, and thus are unlawful,
20 unreasonable seizures that violate Art. I, § 18 of the Nevada Constitution. As such, LVMPD’s
21 continued detention of Petitioner Morais-Hechavarria based upon his ICE warrant is unlawful, and
22 the hold must be lifted.

23 /

24 /

1 **CONCLUSION**

2 Sheriff McMahon and LVMPD lacked the authority to enter into the Agreement and exceed
3 the authority granted to them by the Nevada Legislature when they execute administrative warrants
4 and hold people when they would otherwise be released from custody. This violates Dillon's Rule
5 and renders the Agreement unlawful. Any holds imposed by CCDC on people in their custody,
6 including Petitioner Morais-Hechavarria, based on ICE administrative warrants, ICE detainers, or
7 other enforcement of civil immigration law are likewise unlawful.

8
9 Dated this 13th day of October, 2025.

10 **AMERICAN CIVIL LIBERTIES**
11 **UNION OF NEVADA**

12 

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INDEX OF EXHIBITS

Exhibit No.	Description	Date	Pgs.
1	LVMPD's 287(g) MOA	June 16, 2025	10
2	Sample Form I 205: Warrant of Removal/Deportation		2
3	Sample Form I 200: Warrant of Arrest		1
4	DSD Immigration Report	September 2, 2025	1
5	Inpatient Referral Emails	August 19, 2025	3
6	Morais-Hechavarria Judgment of Conviction	September 2, 2025	3
7	Declaration of Athar Haseebullah	October 9, 2025	3

EXHIBIT 1
LVMPD'S 287(g) MOA

MEMORANDUM OF AGREEMENT

Warrant Service Officer Program

I. PARTIES

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Las Vegas Metropolitan Police Department, NV hereinafter the law enforcement agency (LEA), pursuant to which ICE delegates to nominated, trained, certified, and authorized LEA personnel the authority to perform certain immigration enforcement functions as specified herein. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

II. PURPOSE

The purpose of this collaboration is to promote public safety by facilitating the custodial transfer of specific aliens in LEA jail/correctional facilities to ICE for removal purposes at the time of the alien's scheduled release from criminal custody. This MOA sets forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the LEA's jail/correctional facilities. 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 delegated under this MOA to participating LEA personnel shall occur only as provided in this MOA.

III. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

IV. RESPONSIBILITIES

The LEA is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which it has jurisdiction. ICE will assume custody of an alien only after said individual has been released from LEA custody.

A. DESIGNATION OF AUTHORIZED FUNCTIONS

Approved participating LEA personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

B. NOMINATION OF PERSONNEL

The LEA will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, and have been trained on maintaining the security of LEA facilities, and have enforced rules and regulations governing inmate accountability and conduct.

ICE reserves the right to conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history questionnaire, and the candidate's disciplinary history (including allegations of excessive force or discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. Upon request by ICE, the LEA will provide continuous access to disciplinary records of all candidates along with a written authorization by the candidate allowing ICE to have access to his or her disciplinary records.

Any expansion in the number of participating LEA personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

C. TRAINING OF PERSONNEL

Before participating LEA personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete initial training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

Each LEA nominee must pass a final examination with a minimum score of 70 percent to receive certification. If an LEA nominee fails to attain a 70-percent rating on the examination, he or she will have one opportunity to review the testing material and re-take a similar examination. Failure to achieve a 70-percent rating upon retaking the final examination will result in the disqualification of the LEA nominee and discharge of the nominee from training.

ICE will review the training requirements annually, reserves the right to amend them, and may require additional training as needed.

D. CERTIFICATION AND AUTHORIZATION

Upon successful completion of initial training, LEA personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) will provide the participating LEA personnel a signed authorization letter allowing the named LEA personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the LEA. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified LEA personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified LEA personnel official immigration officer credentials. Participating LEA personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating LEA employee ceases his/her participation, or when deemed necessary by the FOD.

Authorization of participating LEA personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains. Such withdrawal may be effectuated immediately upon notice to the LEA. The LEA and the FOD will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The LEA will make every attempt, where practicable, to provide ICE with a 90 day notice if participating LEA personnel cease their participation in the program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials, and training replacement personnel as needed.

E. COSTS AND EXPENDITURES

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all of 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. The LEA will cover the costs of all LEA personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The LEA remains responsible for paying salaries and benefits of the selected personnel.

The LEA is responsible for providing all administrative supplies (e.g. printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

F. 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. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating LEA personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only to immigration enforcement functions as authorized in this MOA. 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 delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the LEA with the

applicable DHS and ICE policies. 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.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the LEA's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII. who shall attempt to resolve the conflict.

G. INTERPRETATION SERVICES

Participating LEA personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA, as needed.

The LEA will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include LEA personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records by annotating on the Warrant for Arrest of Alien or the Warrant of Removal/Deportation.

H. 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 with regard to 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 only 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 will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. *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 Chief Counsel at 2975 Decker Lake Drive, Stop C, West Valley City, Utah 84119. The Office of the Chief Counsel in turn will notify the ICE Headquarters Office of the Principal Legal Advisor (OPLA), which 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, 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 are undertaken under Federal authority, the participating LEA personnel will comply with Federal standards and guidelines 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 with regard to data collection and use of information under this MOA.

I. CIVIL RIGHTS STANDARDS

Participating LEA personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (Aug. 2000), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities, and Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities.

V. REPORTING AND DOCUMENTATION

A. COMPLAINT PROCEDURES

The complaint reporting procedure for allegations of misconduct by participating LEA personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

B. COMMUNICATION

The FOD (or the FOD's management representative) and the LEA shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the LEA may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet at locations to be agreed upon by the parties, or via teleconference. An

initial review meeting between ICE and the LEA should be held within approximately 12 months of the MOAs operational date.

C. COMMUNITY OUTREACH

The LEA, in coordination with the local ICE Field Office, will engage, as necessary, in Steering Committee meetings to enhance support for the 287(g) mission, and to ensure compliance with the terms of this MOA.

D. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to organizations and groups 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 the 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 the 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.

VI. MODIFICATIONS TO THIS MOA

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix A shall be done in accordance with the procedures outlined in the SOP.

VII. POINTS OF CONTACT

ICE and the LEA points of contact (POCs) for purposes of this MOA are:
For the LEA: Sheriff, Las Vegas Metropolitan Police Department
For DHS: Salt Lake City Field Office Director

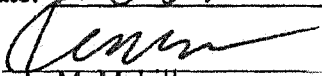
VIII. EFFECTIVE DATE AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party, upon 90-day written notice to the other party, provides notice of termination or suspension of the MOA. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the LEA and termination or suspension shall take effect 90-days after

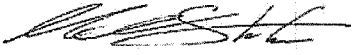
receipt of such notice, unless exigent circumstances involving public safety dictate otherwise. Notice of termination or suspension by the LEA shall be given to the FOD and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise.

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.

Date: 053025

Kevin McMahon
Sheriff
Las Vegas Metropolitan Police Dept

Date: 6/16/2025

Signature: 
Madison Sheahan
Title: Deputy Director
Agency: U.S. Immigration and
Customs Enforcement
Department of Homeland Security

APPENDIX A STANDARD OPERATING PROCEDURES (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the LEA.

Pursuant to this MOA, the LEA has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated aliens in LEA's jail/correctional facilities to ICE within 48 hours of alien's release from criminal custody.

Authorized Functions:

Participating LEA personnel are only delegated the two authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE; and
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes.

Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.

Additional Supervisory and Administrative Responsibilities:

The above immigration enforcement functions conducted by the 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. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- The LEA shall provide notification to the ICE officer immediately after participating LEA personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the alien to ICE for removal purposes, in a manner mutually agreed upon by the LEA and the FOD.
- Participating LEA personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.

APPENDIX B COMPLAINT PROCEDURE

The training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the 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 or 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, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as established by ICE. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) via the Joint Intake Center (JIC) at JointIntake@cbp.dhs.gov.

The LEA will also 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 officer within 48 hours of the LEA receiving notice of the complaint. It is the responsibility of the ICE officer to ensure notification is made to the JIC.

287(g) Complaint Process posters will be displayed in the processing areas of the LEA to ensure aliens encountered under the 287(g) Program are aware of the complaint process. Posters will be displayed in English and Spanish. If the alien understands a language other than English or Spanish or is unable to read, LEA personnel will read and/or translate the complaint process in a language the alien understands.

APPENDIX C PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the Las Vegas Metropolitan Police Dept:

Public Information Office
400 S Martin L King Blvd
Las Vegas, NV 89106
702-828-4082

For ICE:

Public Affairs Office
Office of Public Affairs and Internal Communication
U.S. Department of Homeland Security
U.S. Immigration and Customs Enforcement
Washington, DC 20536
202-732-4242

EXHIBIT 2

Sample Form I 205: Warrant of Removal/Deportation

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

WARRANT OF REMOVAL/DEPORTATION

File No: _____

Date: _____

To any immigration officer of the United States Department of Homeland Security:

(Full name of alien)

who entered the United States at _____ on _____
(Place of entry) (Date of entry)

is subject to removal/deportation from the United States, based upon a final order by:

- ☐ an immigration judge in exclusion, deportation, or removal proceedings
- ☐ a designated official
- ☐ the Board of Immigration Appeals
- ☐ a United States District or Magistrate Court Judge

and pursuant to the following provisions of the Immigration and Nationality Act:

I, the undersigned officer of the United States, by virtue of the power and authority vested in the Secretary of Homeland Security under the laws of the United States and by his or her direction, command you to take into custody and remove from the United States the above-named alien, pursuant to law, at the expense of:

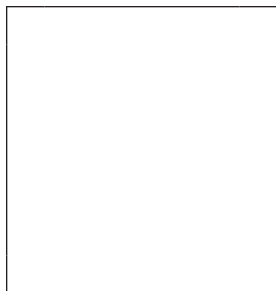
(Signature of immigration officer)

(Title of immigration officer)

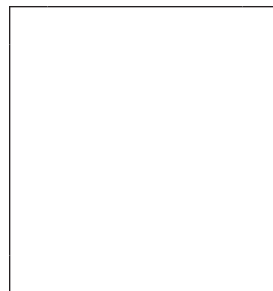
(Date and office location)

To be completed by immigration officer executing the warrant: Name of alien being removed:

Port, date, and manner of removal:



Photograph of alien removed



Right index fingerprint of alien removed

(Signature of alien being fingerprinted)

(Signature and title of immigration officer taking print)

Departure witnessed by:

(Signature and title of immigration officer)

If actual departure is not witnessed, fully identify source or means of verification of departure:

If self-removal (self-deportation), pursuant to 8 CFR 241.7, check here. ☐

Departure Verified by:

(Signature and title of immigration officer)

EXHIBIT 3

Sample Form I 200: Warrant of Arrest

File No. _____

Date: _____

To: Any immigration officer authorized pursuant to sections 236 and 287 of the Immigration and Nationality Act and part 287 of title 8, Code of Federal Regulations, to serve warrants of arrest for immigration violations

I have determined that there is probable cause to believe that _____ is removable from the United States. This determination is based upon:

- ☐ the execution of a charging document to initiate removal proceedings against the subject;
- ☐ the pendency of ongoing removal proceedings against the subject;
- ☐ the failure to establish admissibility subsequent to deferred inspection;
- ☐ biometric confirmation of the subject's identity and a records check of federal databases that affirmatively indicate, by themselves or in addition to other reliable information, that the subject either lacks immigration status or notwithstanding such status is removable under U.S. immigration law; and/or
- ☐ statements made voluntarily by the subject to an immigration officer and/or other reliable evidence that affirmatively indicate the subject either lacks immigration status or notwithstanding such status is removable under U.S. immigration law.

YOU ARE COMMANDED to arrest and take into custody for removal proceedings under the Immigration and Nationality Act, the above-named alien.

(Signature of Authorized Immigration Officer)

(Printed Name and Title of Authorized Immigration Officer)

Certificate of Service

I hereby certify that the Warrant for Arrest of Alien was served by me at _____
(Location)

on _____ on _____, and the contents of this
(Name of Alien) (Date of Service)

notice were read to him or her in the _____ language.
(Language)

Name and Signature of Officer

Name or Number of Interpreter (if applicable)

EXHIBIT 4

DSD Immigration Report



Weekly DSD Immigration Report

Reporting Totals for 8/26/2025 - 9/1/2025		Previous Period Totals	YTD Totals
# Total Foreign Born With Qualifying Charges	227	225	2268
# Total Unknowns with Qualifying Charges	17	14	326
# Total Notices Sent	84	114	2681
# I-200 Detainers Received	21	18	661
# I-200 Releases	17	25	603
# I-200 Picked Up	12	23	441
# I-200 Released W/O Pick-Up	5	2	162
# I-205 Warrants Received	2	12	252
# I-205 Releases	3	13	227
# I-205 Picked Up	2	11	173
# I-205 Released W/O Pick-Up	1	2	54
# I-247 (A/G) Stand-Alone	0	2	44
# I-247 Picked Up	0	2	38
# I-200 Detainers Received w/o QA Offense	0	1	29
# I-205 Warrants Received w/o QA Offense	0	2	22
Total # of Releases with Neither I-200/I-205	17	16	1035

-Total # of Releases with Neither I-200/I-205 does not include unknowns

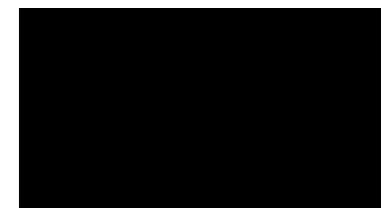


EXHIBIT 5

Inpatient Referral Emails

Get [Outlook for iOS](#)

From: Nicole Weis <Nicole.Weis@ClarkCountyNV.gov>
Sent: Friday, August 22, 2025 5:01:55 PM
To: Sadmira Ramic <ramic@aclunv.org>
Subject: Fw: Sergio Morais Hechaavarria

This Message Is From an External Sender
This message came from outside your organization.

From: Samiko Swonger <S9615S@LVMPD.COM>
Sent: Tuesday, August 19, 2025 7:23 PM
To: Nicole Weis <Nicole.Weis@ClarkCountyNV.gov>; Glennie Chavez <Glennie.Chavez@ClarkCountyNV.gov>; Tammy Singletary <tammy.singletary@westcare.com>; Amy Finley <a13103f@LVMPD.COM>
Subject: RE: Sergio Morais Hechaavarria

The DC case is still active. In order for CCDC to release him to ICE, the order to go to Inpatient will have to be rescinded.

From: Nicole Weis <Nicole.Weis@ClarkCountyNV.gov>
Sent: Tuesday, August 19, 2025 6:27 PM
To: Samiko Swonger <S9615S@LVMPD.COM>; Glennie Chavez <Glennie.Chavez@ClarkCountyNV.gov>; Tammy Singletary <tammy.singletary@westcare.com>; Amy Finley <a13103f@LVMPD.COM>
Subject: Re: Sergio Morais Hechaavarria

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your LVMPD account credentials.**

Right, his county charges were satisfied today (he was ordered to probation and to inpatient treatment). How long do you hold inmates on an ICE warrant/detainer if they are not picked up by ICE before they are released?

Get [Outlook for iOS](#)

From: Samiko Swonger <S9615S@LVMPD.COM>
Sent: Tuesday, August 19, 2025 6:22:47 PM
To: Nicole Weis <Nicole.Weis@ClarkCountyNV.gov>; Glennie Chavez <Glennie.Chavez@ClarkCountyNV.gov>; Tammy Singletary <tammy.singletary@westcare.com>; Amy Finley <a13103f@LVMPD.COM>
Subject: RE: Sergio Morais Hechaavarria

He has a warrant so his county charges have to be satisfied before he can be released to ICE.

From: Nicole Weis <Nicole.Weis@ClarkCountyNV.gov>

Sent: Tuesday, August 19, 2025 6:20 PM

To: Samiko Swonger <S9615S@LVMPD.COM>; Glennie Chavez <Glennie.Chavez@ClarkCountyNV.gov>; Tammy Singletary <tammy.singletary@westcare.com>; Amy Finley <a13103f@LVMPD.COM>

Subject: Re: Sergio Morais Hechaavarria

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your LVMPD account credentials.**

How long are you holding inmates on ICE detainees before they are released?

Thank you,
Nicole Weis

Get [Outlook for iOS](#)

From: Samiko Swonger <S9615S@LVMPD.COM>

Sent: Tuesday, August 19, 2025 6:18:04 PM

To: Glennie Chavez <Glennie.Chavez@ClarkCountyNV.gov>; Tammy Singletary <tammy.singletary@westcare.com>; Amy Finley <a13103f@LVMPD.COM>

Cc: Nicole Weis <Nicole.Weis@ClarkCountyNV.gov>

Subject: RE: Sergio Morais Hechaavarria

He has an ICE warrant so he can't go to Inpatient Treatment.

From: Glennie Chavez <Glennie.Chavez@ClarkCountyNV.gov>

Sent: Tuesday, August 19, 2025 4:51 PM

To: Tammy Singletary <tammy.singletary@westcare.com>; Amy Finley <a13103f@LVMPD.COM>; Samiko Swonger <S9615S@LVMPD.COM>

Cc: Nicole Weis <Nicole.Weis@ClarkCountyNV.gov>

Subject: Sergio Morais Hechaavarria

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your LVMPD account credentials.**

Please see above referral for Sergio Morais Hechaavarria, he is ready to go as soon as bed becomes available.

Glennie Chavez, LMSW

Social Worker

Clark County Public Defender's Office

P: (702) 455-2140 / F: (702) 383-2873

Glennie.chavez@clarkcountyNV.gov

EXHIBIT 6

Morais-Hechavarria Judgment of Conviction

JOC

DISTRICT COURT
CLARK COUNTY, NEVADA

THE STATE OF NEVADA,

Plaintiff,

-vs-

SERGIO MORAIS-HECHAVARRIA,
#8332753

Defendant.

CASE NO: C-25-392542-1

DEPT NO: XXI

JUDGMENT OF CONVICTION

(PLEA OF GUILTY)

The defendant previously appeared before the Court with counsel and entered a plea of guilty to the crime of ATTEMPT POSSESSION OF STOLEN VEHICLE (Category D Felony/Gross Misdemeanor), in violation of NRS 205.273; 193.153; thereafter, on the 19th day of August, 2025, the defendant was present in court for sentencing with counsel, NICOLE A. WEIS, Deputy Public Defender and good cause appearing,

THE DEFENDANT WAS HEREBY ADJUDGED guilty under the gross misdemeanor statute of said offense and, in addition to the \$25.00 Administrative Assessment fee, \$3.00 DNA Collection fee, and a \$150.00 DNA analysis fee, WAIVED having been previously submitted, Defendant SENTENCED to THREE HUNDRED SIXTY-FOUR (364) DAYS in the Clark County Detention Center (CCDC), SUSPENDED; placed on Probation for an indeterminate period not to exceed TWELVE (12) MONTHS. In addition to the Standard Conditions of the Division of Parole and Probation (P & P), which are IMPOSED, Defendant must comply with the following SPECIAL CONDITIONS:

1. Defendant to enter and complete an Inpatient Program. Deft. is to remain in custody pending Parole and Probation (P & P) transport to inpatient treatment. Upon completion of the inpatient treatment the Defendant is to transition to an outpatient program.

2. Defendant to remain in compliance with any substance abuse and mental health counseling/treatment plan as conditioned post treatment after the inpatient program.

BOND, if any, EXONERATED.

Dated this 2nd day of September, 2025



40A FFB 8EFB BA4F
Tara Clark Newberry
District Court Judge

EXHIBIT 7

Declaration of Athar
Haseebullah

1 **DECL**
2 SADMIRA RAMIC, ESQ. (15984)
3 CHRISTOPHER M. PETERSON, ESQ. (13932)
4 **AMERICAN CIVIL LIBERTIES**
5 **UNION OF NEVADA**
6 4362 W. Cheyenne Ave.
7 North Las Vegas, NV 89032
8 Telephone: (702) 366-1226
9 Facsimile: (702) 718-3213
10 Emails: peterson@aclunv.org
11 ramic@aclunv.org

12 *Attorneys for Petitioners*

13
14 **EIGHTH JUDICIAL DISTRICT COURT**
15
16 **CLARK COUNTY, NEVADA**

17 AMERICAN CIVIL LIBERTIES UNION OF
18 NEVADA, a domestic nonprofit organization;
19 SERGIO MORAIS-HECHAVARRIA, an
20 individual,

21
22 Petitioners,

23 vs.

24 LAS VEGAS METROPOLITAN POLICE
DEPARTMENT, a governmental entity; KEVIN
MCMAHILL, in his official capacity as Las Vegas
Metropolitan Police Department Sheriff,

Respondents.

Case No.:

Department:

25
26 **DECLARATION OF ATHAR HASEEBULLAH IN SUPPORT OF PETITIONERS'**
27 **PETITION FOR WRIT OF MANDAMUS OR, IN THE ALTERNATIVE, PETITION**
28 **FOR WRIT OF HABEAS CORPUS AND OPENING BRIEF**

29 I, Athar Haseebullah, Esq., on behalf of the American Civil Liberties Union of Nevada ("ACLU
30 of Nevada"), under penalty of perjury declare:

- 31 1. I am over the age of 18 and I am competent to testify.

1 2. I am the Executive Director of ACLU of Nevada and an attorney authorized to
2 practice law in Nevada.

3 3. I have personal knowledge of the facts set forth in this declaration.

4 4. I make this declaration in support of the Petition for Writ of Mandamus or, in the
5 alternative, Petition for Writ of Habeas Corpus and the Opening Brief in support of the Petition
6 for Writ of Mandamus or, in the alternative, Petition for Writ of Habeas Corpus.

7 5. ACLU of Nevada is a non-partisan, nonprofit organization that works to defend and
8 advance the civil liberties and civil rights of all Nevadans.

9 6. As the guardian of civil liberties of all Nevadans for over 55 years, and more than
10 5,000 members in the state of Nevada, preventing constitutional and statutory violations is of
11 substantial interest to ACLU of Nevada.

12 7. ACLU of Nevada's mission is to defend and advance the civil liberties, civil rights,
13 and other fundamental human rights of all Nevadans.

14 8. As part of that mission, ACLU of Nevada has litigated and continues to litigate
15 numerous lawsuits related to ensuring government actors are transparent and acting within the
16 bounds of Nevada law with respect to immigration enforcement. Ongoing litigation includes
17 *American Civil Liberties Union of Nevada v. Las Vegas Metropolitan Police Department*, No. A-
18 25-922734-W (Eighth Jud. Dist. Ct. Clark Cnty., Nev. filed Jul. 9, 2025) and *American Civil*
19 *Liberties Union of Nevada v. State of Nevada, Department of Motor Vehicles*, No. 25EW000261B
20 (First Jud. Dist. Ct. Carson City, Nev. filed Aug. 15, 2025).

21 9. In litigating *ACLU of Nevada v. LVMPD*, ACLU of Nevada obtained data showing
22 that, as of September 1, 2025, LVMPD received a total of 957 requests from ICE to detain people
23 on its behalf for the year 2025, which is directly related to the impact of the 287(g) agreement at
24 issue in this case.

1 10. Ensuring government entities like Las Vegas Metropolitan Police Department
2 comply with Nevada law and do not act outside their legal authority is germane to ACLU of
3 Nevada purpose.

4 11. In addition to ACLU of Nevada's litigation ensuring government transparency in
5 immigration enforcement and compliance with Nevada law, ACLU of Nevada provides "Know
6 Your Rights" training and publishes "Know Your Rights" materials about rights related to
7 immigration law and enforcement.

8 12. ACLU of Nevada also provides businesses with "Know Your Rights" posters and
9 makes "Know Your Rights" materials related to immigration rights available on its website.

10 13. It is germane to ACLU of Nevada's purpose to represent the rights and interests of
11 people throughout Nevada, including Petitioner Sergio Morais-Hechavarria.

12
13 This declaration was executed October 9, 2025, in Clark County, Nevada.

14
15 I declare under penalty of perjury that the foregoing
16 is true and correct.

17 By: 
18 ATHAR HASEEBULLAH, ESQ.
19 NV Bar. No #13646
20
21
22
23
24