

U.S. DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

And

U.S. Department of Justice

FEDERAL BUREAU OF PRISONS

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Pursuant to relevant authority under the Economy Act, 31 United States Code (U.S.C.) § 1535 and 8 U.S.C. § 1103, this Inter-Agency Agreement (IAA or Agreement) is entered between the United States Department of Justice, Federal Bureau of Prisons (BOP), and U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE). The parties hereby agree as follows:

**1. PURPOSE AND SCOPE:**

- (A) To establish operational procedures for the confinement of ICE detainees at BOP institutions operated throughout various locations across the United States.
- (B) Nothing contained in this Agreement shall be construed to abrogate, impair, alter, or amend any other agreement or contract now in effect between the parties relating to any other subject.

**2. PERIOD OF PERFORMANCE:**

This Agreement shall become effective upon date of authorized signatures of both parties and shall expire not to exceed six (6) months from the date of those signatures. The Agreement may be terminated sooner in accordance with the process outlined in the subsection below entitled "TERMINATION". The parties may mutually agree to extend the Agreement for a period not to exceed six (6) months. Any provisions which require performance after the expiration or termination shall remain in force notwithstanding the expiration or termination of this Agreement.

**3. PERFORMANCE:**

- A. Subject to the availability of suitable space, the BOP will reserve units as described below for the detention of male ICE detainees at the following institutions:

- 1. FDC Miami - up to 4 units

2. FDC Atlanta - up to 2 units
3. FCI Leavenworth - up to 1 unit
4. FDC Philadelphia - up to 1 unit
5. \*FCI Berlin - up to 4 units
  - i. \*The units at FCI Berlin are not currently available due to a substantial amount of preparation and resources needed before it will be ready to accept ICE detainees, including but not limited to additional funding for staffing, food, utilities, clothing, training and other necessary items. BOP will inform ICE when FCI Berlin is ready to accept ICE detainees and ICE will be responsible for all costs associated with preparing and maintaining FCI Berlin for this expanded mission.

Due to a lack of dedicated space, the BOP will not house female immigration detainees, unless authorized by the Senior Deputy Assistant Director, Designation and Sentence Computation Center (DSCC). ICE shall coordinate with the DSCC Sr. Deputy Assistant Director to determine the availability of space for ICE detainees. At the time of execution of this agreement, the DSCC Sr. Deputy Assistant Director is Rick Stover, phone no. (606)524-7007; email [rxstover@bop.gov](mailto:rxstover@bop.gov).

- B. BOP has the sole discretion to select specific institutions for placement of ICE detainees. ICE shall only place detainees at institutions designated by the BOP and may not place detainees at any BOP institutions without specific authorization by BOP. BOP reserves the right to reject placement of an ICE detainee at any location other than those specified herein. At the time of execution of this agreement, the following BOP facilities are designated to accept ICE detainees: FDC Miami, FDC Atlanta, FCI Leavenworth, and FDC Philadelphia. Additional institutions may be designated for placement of ICE detainees by mutual agreement of both parties. A modification of this agreement is required to authorize the placement of ICE detainees at any BOP facility other than those listed herein. Requests for additional BOP locations to house detainees must be approved by the Assistant Director, Correctional Programs Division.
- C. BOP/DSCC shall notify specific, designated local institutions of the pending placement of ICE detainees at BOP facilities. Generally, forty-eight (48) hour advance approval is required prior to routine processing of ICE detainees in and out of any BOP institution. However, in those cases where ICE loses detention authority over the detainee (e.g., bond posted), ICE will provide as much advanced notice as possible and transport such detainees from the BOP facility. Normally, detainees may be fully processed (funds, clothing, etc.) at approved BOP facilities between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday, excluding

federal holidays. Outside of these time frames, full processing of detainees may not be possible.

- D. When requested, ICE shall provide guidance to the BOP and its employees regarding the proper handling of ICE detainees in BOP institutions.

#### **4. OPERATIONAL RESPONSIBILITIES AND PROCEDURES:**

##### **A. TRANSFER REQUEST BY ICE:**

1. ICE shall request permission to transfer detainees to BOP institutions by submitting a request to CPD Senior Deputy Assistant Director (SDAD), Rick Stover. The initial request should be made via telephonic contact to (606) 524-7007. The request should specify the number of detainees identified for transfer and the requested BOP location in which ICE seeks for placement. Following verbal approval, ICE shall provide a manifest to SDAD Stover via email at [rxstover@bop.gov](mailto:rxstover@bop.gov). The manifest should contain each detainee name, date of birth, and alien registration number. Once ICE receives email confirmation of the approval, ICE shall provide to the local, designated institution the following information, if applicable, or known to ICE for each of the ICE detainees listed on the manifest and proposed for transfer prior to their arrival at the respective BOP locations:

- a. Copies of all relevant documents which relate to the detainee's case history, infectious disease history, education, physical and clinical record, including but not limited to, copy of a pre-sentence investigation or equivalent report, summary of institutional adjustment if applicable, summary of prior offense history, and a description of the detainee's gang affiliation and activities including any security concerns with other gang members. Clinical documentation shall include all available information on health history, any identified or reported disability, current medical/mental problems, prior treatment history, relevant court orders related to psychiatric care, a list of any prescribed or over-the-counter medications being taken, and a mental health risk assessment prior to transfer, including details of detainees with a history of self-harm, suicidal ideation, or psychiatric hospitalization. ICE will provide a full record upon request. Case history information should be equivalent to that which is provided in a BOP Prisoner Remand form and ICE detainer form.

- b. Copies of all judicial and administrative rulings and

orders relating to the detainee, as appropriate and permitted by law, and the sentence(s) of confinement, including any outstanding warrants or detainers and sentencing data to include the date the sentence was imposed, the date the sentence began, and projected release date.

2. ICE shall provide not less than two (2) ICE officers as POC or on-site at each BOP institution where ICE detainees are held for the duration of the detention of ICE detainees at that institution. They shall serve as the institution's primary point of contact for request of supplemental materials, supplementary translation services, "Know Your Rights" and other materials as needed, and to address issues related to detainee movement and individual ICE detainee cases.

**B. ACCEPTANCE/REJECTION BY BOP:**

1. The BOP shall have sole discretion to approve or reject each detainee from ICE. After receipt of a transfer request, the BOP shall review the request and inform ICE of the approval or denial. After consulting with the Sr. Deputy Assistant Director (DSCC), the Warden or designee (Warden) at each locally designated institution may reject or remove a detainee for any reason including but not limited to medical, mental health, safety, or security reasons. If additional bed space is needed to further the local designated institution's primary mission of housing federal prisoners, the Warden shall notify DSCC and may order the removal of ICE detainees from the institution. ICE officials may consult with the Warden regarding the rejection or removal of detainees, but the Warden (with approval of SDAD) will have the final decision concerning such matters.
2. Individual designated institutions will not accept ICE detainees who require separation from other ICE detainees already housed at the institution. The Warden shall notify DSCC, who shall attempt to locate an alternate facility. The Warden may order the removal of ICE detainees from the institution. ICE officials may consult with the Warden regarding the rejection or removal of detainees, but the Warden will have the final decision concerning such matters.
3. After consulting with the Sr. Deputy Assistant Director (DSCC), Warden may refuse detainees who are unable to provide for their own normal daily living functions in a correctional environment (e.g., require skilled nursing care, are bed-ridden, need emergency care to stabilize a medical crisis such

as obvious intoxication or symptoms of communicable infections such as tuberculosis) and for mental health concerns (e.g., detainees requiring specialized psychiatric care beyond the scope of in-house services, including those who pose a substantial risk of self-harm or require inpatient psychiatric treatment). Detainees brought directly from a community hospital post emergency care must have documentation of medical clearance by a physician. Detainees requiring skilled nursing care will not be accepted. Wheelchair detainees will be accepted subject to medical evaluation. Wheelchair detainees must be able to perform daily basic functions for themselves, i.e., dressing, eating, bathing, and bathroom use.

4. BOP will not accept juvenile detainees under the age of 18.
5. BOP's DSCC will determine the appropriate institution to place detainees based on the sex of the detainee and the sex of the inmates currently incarcerated at the BOP institution.

**C. TRANSFER TO/FROM BOP AND TRANSPORTATION COSTS:**

1. Upon receipt of transfer approval, ICE shall deliver the detainee to the designated local institution.
2. All costs incident to the transfer of each detainee, including transportation, shall be the responsibility of ICE. After consultation with the Sr. Deputy Assistant Director (DSCC) and by mutual agreement of the parties, BOP may transport ICE detainees, to minimize costs of transportation. ICE is not authorized to transport BOP inmates.
3. Personal Property will be limited to clothing worn upon arrival, a plain wedding band (without stones) valued at \$100.00 or less, prescribed medication/medical devices, legal materials relevant to current removal or other legal proceeding, prescription eyeglasses, U.S. currency, and one non-metal religious medallion valued at \$100.00 or less. **All other detainee property shall be stored by ICE.** Previously prescribed medications and devices may still be subject to prohibition, rejection or substitution depending on safety and security concerns.
4. Personal funds shall be regulated by existing BOP/local institutional policy.
5. BOP is not responsible for providing release gratuity or transportation funds for ICE detainees.
6. ICE shall remove ICE detainees from the custody of BOP detention centers/jails as space becomes available in ICE detention facilities. BOP detention centers/jails include institutions where

BOP and US Marshals predominantly hold pre-trial detainees (e.g., FDC Atlanta, FDC Philadelphia, FCI Leavenworth, and FDC Miami). For the purposes of this IAA, it does not include FCI Berlin.

**D. CUSTODY, SECURITY, AND DISCIPLINE:**

1. ICE will provide local BOP institution staff with written notification when significant changes occur in a detainee's status that may impact security concerns, including but not limited to denial of an appeal, receipt of removal date, or information regarding security concerns, separation issues, or gang affiliations that becomes available.
2. In the event an emergency evacuation is necessary at a local institution, as determined by the Warden of that institution, ICE agrees to assist the BOP with the evacuation, transportation, and temporary detention of ICE detainees housed at that local institution. ICE is responsible for all costs associated with the evacuation of ICE detainees from any BOP institution.
3. The BOP shall have physical control over, and power to exercise disciplinary authority upon, a transferred detainee, as follows:
  - a. While in BOP custody, a transferred detainee shall be subject to BOP's rules and regulations consistent with BOP's policies for pre-trial detainees and the laws, rules and regulations of the sending party. ICE detainees will receive a BOP register number once processed into the BOP institution for tracking purposes.
  - b. ICE detainees will be subject to pat searches and metal detector screenings, regularly. Visual searches shall be conducted only when properly authorized by a supervisor and only in the event that there is reasonable suspicion that contraband may be concealed on the detainee. ICE detainees suspected of serious criminal activity shall be returned to ICE custody, within 48 hours.
  - c. ICE detainees may be placed in SHU in accordance with the 2019 ICE National Detention Standards for Non-dedicated Facilities. A detainee must not be placed in SHU without written approval from the Warden. The placement in SHU cannot exceed 30 days. BOP must notify ICE immediately upon the placement of a detainee in SHU and provide written details of the incident. The 2019 ICE National Detention Standards that BOP must adhere to can be found at 2019 National Detention Standards for Non-Dedicated Facilities | ICE and 2.9 Special Management Units | 2019 NDS for Non-Dedicated Facilities
  - d. Nothing contained herein shall be construed to authorize or permit the imposition of a disciplinary action prohibited by law. Each party shall ensure that disciplinary

procedures comply with applicable due process.

- e. ICE detainees who are disruptive, assaultive, attempt to escape, engage in hunger strikes, engage in self-harm or attempted suicide, or commit serious infractions shall be immediately removed from the BOP facility and returned to ICE custody, within 48 hours of the incident. ICE detainees shall be subject to BOP Program statement 5270.09, CN-1, Inmate Discipline Program, while detained at a BOP institution, which meets or exceeds the procedures outlined in the 2011 ICE Performance-Based National Detention Standards (revised 2016), Section 3.1, Disciplinary System.
- f. All ICE detainee discipline shall be subject to review of the respective Regional Discipline Hearing Officer in the Region where the ICE detainee is located. ICE detainees may appeal any disciplinary action as outlined on Bureau of Prisons Program Statement 1330.18, Administrative Remedy Program, which meets or exceeds the 2019 Operations Manual ICE Performance-Based National Detention Standards, Section 6.2, Grievance System.
- g. ICE shall ensure that its transferred detainees have been advised of appropriate procedures to follow in raising concerns related to their confinement.
- h. While in the custody of BOP, detainees shall be subject to federal laws, rules, and regulations consistent with their legal status.
- i. BOP shall provide Admissions and Orientations handbooks to each ICE detainee at each local BOP institution housing ICE detainees. ICE shall provide BOP with copies of the ICE National Detainee Handbook to be provided to all detainees.
- j. ICE detainees must comply with existing BOP policies and procedures, unless otherwise noted in this agreement. ICE agrees to assist in the translation of detainee publications, such as the Admission and Orientation Handbook, applicable policies and procedures.
- k. BOP shall not require ICE detainees to engage in unpaid, non-voluntary labor. ICE detainees shall be able to volunteer for work assignments but otherwise shall not be required to work, except to do personal housekeeping.
- l. Social visitation hours are established at each institution holding ICE detainees. Social visits shall be permitted during set hours on Saturdays, Sundays and holidays, and to the extent practicable, facilities shall also establish visiting hours on weekdays and during evening hours and are subject to change and modification at the discretion of the Warden to accommodate staffing

levels, institutional emergencies, or other reasons as needed.

- m. ICE detainees will comply with existing BOP institutional inmate telephone regulations. ICE detainees must make arrangements with an ICE representative to make any telephone call that cannot be placed through the Inmate Telephone System (ITS) if feasible. ICE is responsible for all costs associated with non-ITS telephone calls made by ICE detainees. ICE shall provide ICE detainees capabilities to make free phone calls to recipients as in a standard ICE detention facility:
- ICE shall install not less than two (2) phone lines per unit housing ICE detainees, which will allow ICE detainees to make pro bono phone calls.
  - ICE shall provide a Speed Dial number directory for legal, advocacy, and consulates, with instructions for use, in English and Spanish.
  - ICE phone lines will allow ICE detainees to call 1-877-235-8297. Once connected to the ICS pro bono platform, ICE detainees shall be able to enter their Alien Number, then enter a Speed Dial number from the directory to connect to the desired recipient.
  - ICE pro bono phone call lines shall be unmonitored lines.
  - BOP shall make these pro bono phones accessible during waking hours seven days a week, consistent with the hours available locally to BOP inmates.
  - BOP may temporarily suspend access to these phones for the purpose of conducting accountability counts of detainees, and during institutional emergencies as determined by the Warden or designee.
  - BOP shall assign Personal Access Code (PAC) numbers to each detainee so that they may utilize standard BOP phone systems for monitored social calls.
  - BOP shall also facilitate standard legal calls by allowing detainees to request to make a legal call through the detainee's Unit Team. The detainee will provide the name and phone number of the attorney whom they wish to call, and the Unit Team member will facilitate in setting up the call.
- n. Requests to interview ICE detainees will be approved solely by ICE, and if the interviews are to take place at a BOP institution, will be handled in accordance with BOP policy. Detainee requests to be interviewed by the media will also be approved solely by ICE and will not occur at any BOP institution. The BOP local institution Public Information officer will notify ICE when an interview is requested. ICE officials may consult with the Warden regarding interviews with the media, but the Warden will have the final decision concerning access to the media for detainees at the facility. BOP staff will not release non-public information

or otherwise comment on matters involving ICE detainees.

- o. ICE will remain flexible in the deployment of officers assigned to BOP institutions. Deployments of ICE personnel to the BOP institutions shall be commensurate with the number of detainees being housed at any given point in time, with a minimum of two (2) assigned per institution. ICE will disseminate up-to-date and accurate information pertaining to travel document status and discuss any other relevant issues at a minimum once per week to the detainees. ICE agrees, under normal circumstances, to limit rotation of its representatives to once-every six months to maintain consistency. Detainees visiting with ICE staff in unit offices are under the direct supervision of the ICE representative.
- p. Asylum hearings will not be conducted at any BOP institutions. BOP will facilitate immigration officers conducting "credible fear" interviews as needed.
- q. ICE detainees will have access to education and psychology materials, leisure and law libraries, and indoor and outdoor recreation.
- r. Language and Disability Services:

ICE shall be responsible for providing all necessary resources for language and disability services for ICE detainees housed in BOP institutions, except in cases where BOP can fully accommodate these needs with its existing resources. ICE's responsibilities include, but are not limited to:

- Ensuring effective communication for detainees with disabilities, which may involve providing auxiliary aids such as readers, materials in Braille, audio recordings, telephone handset amplifiers, hearing aid-compatible telephones, telecommunications devices for the deaf (TTYs), interpreters, and note-takers, as necessary.
- Providing language assistance for detainees with limited English proficiency (LEP), including access to bilingual staff, professional interpretation, and translation services to ensure meaningful access to programs and activities.
- Translating written materials into Spanish as a standard practice and, where practicable, making provisions for written translation in additional languages for other significant LEP populations. In cases where written translation is not available or the detainee is illiterate, oral interpretation or assistance shall be provided.

ICE may permit BOP to utilize ICE resources, such as language translation service contracts, where feasible, to facilitate these services. However, the ultimate responsibility for ensuring the provision of these services remains with ICE unless BOP determines it can meet the needs with its existing capabilities.

- s. ICE shall install/provide one computer terminal in the common area of each housing unit housing ICE detainees to provide immigration law resources to ICE detainees.
- t. ICE shall provide "KNOW YOUR RIGHTS" videos and written materials in English and Spanish (and other languages as available) to each BOP institution housing ICE detainees to show or to provide to ICE detainees.

**E. ESCAPES:**

If an ICE detainee escapes, BOP will immediately notify ICE. After notification, ICE shall have the primary responsibility and authority to direct the pursuit and retaking of such escaped ICE detainee.

**F. MEDICAL SERVICES:**

1. The BOP can request ICE to detail full time ICE or U.S. Public Health Service Health Care providers to assist with medical care screenings and provision of health care to ICE detainees. Staff detailed under this provision will work under the oversight of the respective Institution Clinical Director and Health Service Administrator and will provide proof of necessary credentials and privileges. If the request is denied the BOP reserves the right to obtain the requested assistance and seek reimbursement for the cost associated with the BOP providing such services. At each facility, ICE will provide BOP the name and contact information for the IHSC Field Medical Coordinator (FMC) who can assist with case management and coordination of care.
2. BOP will provide in-house health care for ICE detainees confined at BOP institutions. In-house is defined as health care provided inside a BOP institution. The scope of in-house health care services will be the same as afforded to BOP inmates as determined by BOP policies and clinical guidance.
3. ICE is responsible for providing the transportation, supervision and funding for outside medical care of ICE

detainees housed at BOP institutions. Institution staff will notify ICE a minimum of 48 hours in advance of scheduled outside medical appointments. When feasible, appointments will be scheduled Monday through Friday, between 9:00 a.m. and 2:00 p.m. For security reasons, the detainee will not be provided with advance notice of the scheduled appointment.

In the event of a medical or mental health emergency, BOP will immediately provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport to an appropriate emergent care facility, as needed or via ambulance as clinically indicated. In emergency situations requiring hospitalization, BOP staff will transport ICE detainees to a local hospital or escort via ambulance if clinically indicated and will remain until properly relieved by ICE or contract guard service personnel. BOP will notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE. At no time shall BOP or detainee incur any financial liability related to such services.

4. BOP shall notify ICE and the FMC as soon as possible if emergency off site care will be or was required; and in no case more than seventy-two (72) hours after detainee received such care. BOP will release all medical information for ICE detainees to the ICE Health Services Corps (IHSC) representatives upon request and report all hospitalization updates daily to the Field Medical Coordinator (FMC).
5. The Warden or their designee shall notify ICE and the FMC as soon as possible if emergency off site care will be or was required; and in no case more than seventy-two (72) hours after detainee received such care.
6. If agreed to by both parties that a funeral or bedside visit is appropriate for an ICE detainee, ICE will provide escort and will pay for all costs incurred.

**G. DEATH:**

In the event of a detainee death the BOP will provide the following information at the time of notification:

1. Name, Register Number, ICE Number, DOB
2. Date, Time, and location of death
3. Apparent cause of death
4. Investigative steps being taken, if necessary.

The BOP will properly identify the deceased detainee by taking postmortem photos, and fingerprints. Once properly identified the deceased detainee will be turned over to the coroner as soon as possible. The BOP will transfer the deceased detainee's property to ICE, unless it is retained as evidence. In case of a

questionable death the Special Investigative Agent (SIA) will work in cooperation with ICE on any on-going investigation. The Warden and/or ICE District Director reserve the right to order an autopsy following the death of any ICE detainee. Death notification will be handled by ICE. All costs associated with the death of an ICE detainee shall be paid by ICE. This includes, but is not limited to autopsy, casket, and funeral home transportation.

**H. RELEASE/RETURN:**

1. In preparation for the lawful termination of a transferred detainee's confinement, ICE shall accept return of the detainee at its own expense.
2. All costs related to the return of a transferred detainee, including transportation, clothing, supplies and any release gratuities shall be separately provided by ICE, in a manner mutually agreed upon by the parties.
3. If a detainee is rejected by the BOP after transfer to a BOP institution, ICE shall be notified to re-take physical custody of the detainee. ICE shall remove the detainee from the BOP institution within four (4) hours. All costs associated with transporting the detainee to or from the BOP are the responsibility of ICE.

**5. REIMBURSEMENT BY ICE:**

In consideration for the BOP's performance under the terms and conditions of this Agreement, and as required by 31 U.S.C. § 1535, ICE shall reimburse the BOP for the full costs and expenses of each ICE detainee accepted and housed by BOP.

**6. BILLING/PAYMENT PROCEDURES FOR ICE DETAINEES:**

- A. PER DIEM RATE:** ICE will reimburse BOP for the actual cost per-inmate, per-day. The rate will be based upon the most recent BOP per capita rate, plus current year inflation rate, for each location detainees are housed. In addition, BOP retains the right to invoice ICE for catastrophic expenses incurred. Catastrophic expenses are defined as medical expenses in excess of \$10,000.
- B. TDY & OVERTIME:** ICE will reimburse BOP for any costs incurred to temporarily assign staff (TDY) to an institution, or for overtime expenses incurred to assist institutions housing ICE detainees.
- C. Other Expenses**

a. **REIMBURSEMENT OF DIRECT AND INCIDENTAL COSTS:** ICE will reimburse BOP for all other expenses incurred, not included in A and B, to support the immigration efforts. Reimbursable costs include but are not limited to:

1. postage for indigent ICE detainees;
2. transportation, meals, and any other costs associated with any hearings or legal proceedings for ICE detainees
3. Facility and security improvements to include repair and renovations to accommodate ICE population;
4. Interpreter and Translation services;
5. Any other costs applicable to ICE detainees or their detention.

**D. INVOICES:**

- Invoices for per diem shall itemize each detainee by name, register number, dates of stay, and the appropriate per diem rate. Billing shall be based upon the actual number of days used.
- Invoices for overtime shall incorporate calculations that fairly represent overtime expenses related to ICE detainees.
- Invoices for TDY and Other Expenses shall be based on evidence of actual expenses incurred.

**E. INVOICE SUBMISSION:**

All invoices shall be submitted on a monthly basis to the following email box: [ice-invoices@ice.dhs.gov](mailto:ice-invoices@ice.dhs.gov).

**F. PAYMENT:**

Since this is an Economy Act based Inter-Agency Agreement (IAA), BOP shall collect payments promptly after issuing an appropriate invoice, ordinarily within thirty (30) days, via G-Invoicing system. The accounting information for the provider (BOP) and the customer (ICE) are as follows:

**PROVIDER (BOP)**

**Address:**

Federal Bureau of Prisons  
Accounting Operations Section  
320 First Street, NW  
Room 901D - 4th Floor  
Washington, DC 20534

**Accounting Location Code (ALC):**  
15100900

**Treasury Accounting Symbol (TAS):**  
15251060

**UEI:**  
GPVSZFFUERL7

**TIN/EIN:**  
352850280

**Accounting Dimension**  
BBFY: 2025

Fund: 1060AR

Project Code: 25IA1006

Program: 22UM

**CUSTOMER (ICE)**

Department of Homeland Security  
(DHS) Immigration and Customs  
Enforcement (ICE)  
500 12th Street SW  
Washington DC 20024-5010

**Accounting Location Code (ALC):**  
70191512

**Treasury Accounting Symbol (TAS):**  
07054000

**UEI:**  
N/A

**TIN/EIN:**  
43-2000174

**Accounting Dimension**  
BBFY: 2025

Fund: E1

Project Code: GE257200

Program: 311200000 ERODETN

**7. ANTI-DEFICIENCY ACT:**

Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, by obligating either Party to any expenditure or obligation of funds in excess or in advance of appropriations.

**8. GENERAL PROVISIONS:**

**A. MODIFICATION:**

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors. If any provisions of this Agreement become invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the extent permitted by law and regulation.

**B. TERMINATION:**

This Agreement may be terminated by mutual written agreement or by either party upon sixty (60) days advanced written notice to the other party, or sooner by signatory concurrence of both parties. Within sixty (60) days after giving unilateral termination notice to ICE, or after receiving unilateral termination notice by ICE, all detainees shall be transferred to ICE custody under this Agreement. ICE bears the cost of transporting all ICE detainees out of BOP institutions.

**C. LIABILITY:**

Each party is responsible for any liability arising from its own conduct. Each party shall cooperate with the other in the investigation and resolution of claims arising from the agreement; and neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of the party (e.g., a natural or man-made disaster). Neither party agrees to insure, defend, or indemnify the other. All costs resulting from this agreement not otherwise identified in the Agreement will be borne by ICE.

**D. DISPUTE RESOLUTION:**

In the event of a dispute between the parties, the parties shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

**E. POINTS OF CONTACT:**

Each party shall provide to the other party, and update as necessary, a list of contact information for staff authorized to implement this Agreement and coordinate further operational details. At time of signature, each party has identified the following positions as the primary points of contact for the named subject areas:

1. Agreement Administration, e.g., notices, proposed modifications related to this IAA:

**BOP: Shane Salem**  
**Assistant Director**  
**Correctional Program Division**  
**Federal Bureau of Prisons**  
**320 First Street, NW**  
**Washington, DC 20534**  
**Phone: 352-303-6701**  
**Email: ssalem@bop.gov**

**ICE:**  
Monica Burke  
Assistant Director  
Custody Management Division  
Immigration and Customs Enforcement  
Enforcement and Removal Operations  
500 12<sup>th</sup> St., SW  
Washington, D.C. 20536  
Phone: 571-327-6473  
Email: monica.s.burke@ice.dhs.gov

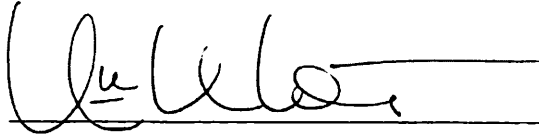
2. Technical Requirements, e.g., individual case details:

**BOP: Rick Stover,**  
**Senior Deputy Assistant Director**  
**Designation and Sentence Computation Center**  
**Federal Bureau of Prisons**  
**U.S. Armed Forces Reserve Complex**  
**346 Marine Forces Drive**  
**Grand Prairie, TX 75051**  
**Phone: (606) 524-7007**  
**Email: rxstover@bop.gov**

**ICE:** Stephen Antkowiak  
Chief of Staff  
Custody Management Division  
Immigration and Customs Enforcement  
500 12<sup>th</sup> St, SW  
Washington, D.C. 20536  
Phone: 202-836-3491  
Email: stephen.m.antkowiak@ice.dhs.gov

IN WITNESS WHEREOF, the undersigned, duly-authorized officers have subscribed their names on behalf of the BOP and ICE:

**U.S. DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF PRISONS**



William W. Lothrop, Acting BOP Director

02/06/2025

Date



Digitally signed by KELLY KUYKENDALL  
DN: c=US, o=U.S. Government, ou=Dept of Justice,  
ou=BOP, cn=KELLY KUYKENDALL,  
0.9.2342.19200300.100.1.1=15001002908511  
Date: 2025.02.06 17:15:13 -05'00'

2/6/2025

Date

Kelly Kuykendall, Chief, Acquisitions  
Branch

**U.S. DEPARTMENT OF HOMELAND SECURITY, IMMIGRATION AND CUSTOMS  
ENFORCEMENT**

**KENNETH D  
GENALO**

Digitally signed by KENNETH D  
GENALO  
Date: 2025.02.06 17:44:21 -05'00'

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Kenneth Genalo, Acting Deputy Director, ICE Date