

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

AYMAN SOLIMAN,

Petitioner,

v.

TODD M. LYONS, Acting Director,  
Immigration and Customs Enforcement,

JOSEPH B. EDLOW, Director, Immigration  
And Customs Enforcement

KRISTI NOEM, Secretary, United States  
Department of Homeland Security;

RICHARD K. JONES, Sheriff, Butler County  
Jail;

Respondents.

**HEARING REQUESTED**

Case No.:1:25-cv-556

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**PETITIONER'S AMENDED MEMORANDUM IN OPPOSITION TO RESPONDENT  
SHERIFF RICHARD JONES' MOTION TO DISMISS**

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**INTRODUCTION**

Petitioner Ayman Soliman ("Petitioner"), by and through undersigned counsel, hereby opposes Respondent Butler County Sheriff Richard Jones' ("Sheriff Jones") Motion to Dismiss the Petition for Writ of Habeas Corpus pursuant to Fed. R. Civ. P. 12(b)(6). The Motion should be denied because Sheriff Jones is a proper respondent to this habeas petition under 28 U.S.C. § 2241. The Petition alleges serious constitutional violations occurring during Petitioner's detention

at the Butler County Jail, including Sixth Amendment violations by jail officers who interfered with his communications with counsel by placing him in solitary confinement, as well as due process and Eighth Amendment violations related to the conditions of his confinement. These allegations state a plausible claim for relief against Sheriff Jones as the immediate custodian with day-to-day control over Petitioner's detention.

At this stage, the Court must accept all well-pleaded factual allegations as true and draw all reasonable inferences in Petitioner's favor. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). The Petition sufficiently alleges that Sheriff Jones, as the head of the facility where Petitioner is detained pending immigration proceedings, is the person with direct control over the unconstitutional conditions and actions complained of. Dismissal under Rule 12(b)(6) is inappropriate.

### ARGUMENT

#### **I. Sheriff Jones Is the Proper Respondent Under Supreme Court Precedent as the Immediate Custodian with Day-to-Day Control Over Petitioner's Detention.**

The federal habeas statute provides that a writ of habeas corpus shall be directed to "the person having custody of the person detained." 28 U.S.C. § 2243. The Supreme Court has made clear that the proper respondent is generally the immediate custodian—the person with direct, day-to-day control over the petitioner's physical custody and the ability to produce the petitioner's body before the court. *Rumsfeld v. Padilla*, 542 U.S. 426, 434-35 (2004). In *Padilla*, the Court emphasized that the writ acts upon "the person who holds [the detainee] in what is alleged to be unlawful custody," quoting *Braden v. 30th Judicial Circuit Court of Ky.*, 410 U.S. 484, 494-95 (1973). The Court explained that the "consistent use of the definite article in reference to the custodian indicates that there is generally only one proper respondent," and that this is "the person with the ability to produce the prisoner's body before the habeas court." *Padilla*, 542 U.S. at 434

(internal quotation marks omitted).

Here, Sheriff Jones is the immediate custodian of Petitioner. He oversees the Butler County Jail, where Petitioner is physically detained awaiting immigration court proceedings. Jail officers under Sheriff Jones' supervision are alleged to have violated Petitioner's constitutional rights, including ongoing issues of restricting access to counsel without reason or warning. Even as of this writing, Petitioner is prevented from having the normal video call with counsel due to restriction placed on his account for unknown reasons. (Ex. A, Evidence of Video Call Restriction)(Ex. B. Unknown basis for restriction confirmed by video call provider). Sheriff Jones has the direct authority to remedy these violations, including altering conditions of confinement or releasing Petitioner if the detention is deemed unlawful. See *Padilla*, 542 U.S. at 439-40 (noting that the immediate custodian rule ensures the writ is directed to the person who can provide the requested relief).

The Supreme Court's reasoning in *Padilla* applies squarely to immigration detainees held in local facilities. The Court noted that its holding did not address aliens detained abroad, *id.* at 435 n.9, but for detainees within the United States-like Petitioner-the immediate custodian rule governs. See also *Braden*, 410 U.S. at 495 (the writ "does not act upon the prisoner who seeks relief, but upon the person who holds him in what is alleged to be unlawful custody"). Dismissing Sheriff Jones would leave Petitioner without a respondent who can directly address the specific allegations of misconduct by jail staff.

## **II. Roman v. Ashcroft Is Distinguishable and Does Not Control Where, as Here, the Petition Challenges Conditions of Confinement and Actions by Local Jail Staff.**

Sheriff Jones relies heavily on *Roman v. Ashcroft*, 340 F.3d 314 (6th Cir. 2003), to argue that the ICE District Director-not the local custodian-is the proper respondent. However, *Roman* is distinguishable and does not dictate dismissal here. In *Roman*, the petitioner challenged the

legality of his removal order under INA § 212(h), not the conditions of his detention or specific constitutional violations by local jail officials. *Id.* at 316-17. The Sixth Circuit held that the INS District Director was the proper respondent for such a challenge because local wardens act as agents of federal immigration authorities in executing removal orders. *Id.* at 320.

This case is different. The Petition, as it relates to the Sheriff, does not primarily challenge the underlying immigration authority to detain Petitioner but rather the unconstitutional manner in which that detention is being carried out at the Butler County Jail. The allegations focus on Sixth Amendment violations (interference with counsel), due process violations (solitary confinement without justification), and Eighth Amendment violations (cruel and unusual conditions). These are core challenges to the facts and conditions of Petitioner's physical custody, over which Sheriff Jones has direct control. See *Padilla*, 542 U.S. at 441 (distinguishing cases where the challenge is to "present physical confinement" from other types of custody disputes).

The Sixth Circuit has recognized that *Roman's* rule is limited to challenges to removal orders, not to the execution or conditions of detention. In *Hamama v. Adducci*, 912 F.3d 867, 874-75 (6th Cir. 2018), the court distinguished *Roman* because the petitioners there were challenging the execution of removal orders and conditions affecting a class, some of whom were not detained. The *Hamama* court noted that *Roman* applied to "detained aliens filing a habeas corpus petition" challenging removal, but did not extend to broader claims involving conditions or execution. *Id.* at 874 (quoting *Roman*, 340 F.3d at 320). Similarly, here, the Petitioner's focus on local jail misconduct distinguishes it from *Roman's* narrow context. Dismissing Sheriff Jones would ignore *Padilla's* emphasis on the person with practical control over the alleged violations.

Even if *Roman* applied, the Petition states a claim under *Twombly*. Petitioner alleges specific facts showing Sheriff Jones' direct involvement in unconstitutional detention practices. These include jail officers' interference with counsel (Sixth Amendment), arbitrary solitary confinement

and access to communications (due process), and cruel conditions (Eighth Amendment). See *Bassett v. Nat'l Collegiate Athletic Ass'n*, 528 F.3d 426, 430 (6th Cir. 2008) (complaint must raise right to relief above speculative level). These allegations plausibly entitle Petitioner to habeas relief, such as release or improved conditions. See *Zadvydas v. Davis*, 533 U.S. 678, 690 (2001) (habeas appropriate for prolonged or unconstitutional immigration detention).

### **III. The 287(g) Agreement and Intergovernmental Agreement Further Support Retaining Sheriff Jones as a Respondent.**

Whether Butler County Jail operates under a 287(g) Memorandum of Agreement ("MOA") with DHS is also an open question. Currently, Butler County Jail operates under a 287(g) Memorandum of Agreement ("MOA") with DHS signed by Sheriff Jones and revised February 15, 2025, (Ex. C, Memorandum of Agreement) which delegates federal immigration enforcement functions to jail personnel. See 8 U.S.C. § 1357(g). Under the MOA, participating jail staff are authorized to perform immigration officer functions, including identifying removable aliens, issuing detainers, and processing for removal-actions directly related to Petitioner's detention. This delegation makes Sheriff Jones more than a mere agent; he exercises federal immigration authority within the facility, distinguishing this case from *Roman*, where no such delegation was discussed.

But, recently Ohio Attorney General David Yost has issued guidance, directly related to Butler County Jail and applicable to all 287(g) cooperating facilities. (Ex. H, Yost Opinion) In that opinion, AG Yost makes clear that only the County Commissioners have the authority to enter into, or authorize a county agency to enter into, these types of agreement. While it is clear that Sheriff Jones and the Butler County Sheriffs Office has negotiated this agreement with DHS-ICE, (Ex. D. Email Communications between Butler County Sheriff and DHS-ICE), it is not clear whether these negotiations were ever approved by the Butler County Commissioners.

On February 25, 2025, after the memorandum of agreement was signed by DHS-ICE representatives and Sheriff Jones, the Butler County Commission passed Resolution 25-02-0285. This resolution did not specifically authorize Sheriff Jones to enter into an agreement with DHS-ICE, but rather approved amendments to an existing agreement with the United States Marshall's Service (USMS). (Ex. E, Resolution) (Ex. F and G, USMS Amendments No. 2 and No. 4) The resolution contains no nunc pro tunc reference, or other retroactive effect to its application.

That the County Commissioner only approved an expansion of their agreement with USMS to include DHS-ICE is an important distinction because DHS-ICE publishes its own detention standards guide, a 230-plus page document (available at <https://www.ice.gov/detain/detention-management/2025> ) that contains specific DHS-ICE custody provisions. That publication states that, "National Detention Standards (NDS) reflects the agency's ongoing commitment to working with its state and local partners to enforce immigration laws and improve public safety and national security. These standards have been updated to better reflect the strong relationship ICE has with its law enforcement partners, including where detention facilities successfully manage their own populations and are willing to assist ICE with housing immigration detainees." Whether these detention standards are the same or similar to the USMS standards will require court review and additional discovery. Whether the Butler County Commissioners were authorizing and adopting these standards versus USMS standards is clearly not stated in their resolution<sup>1</sup>.

These agreements, if applicable, confirm Sheriff Jones' role as the custodian responsible for Petitioner's day-to-day detention and the alleged violations. He is not merely holding Petitioner at ICE's direction but actively participating in immigration enforcement under delegated authority. Dismissing him would frustrate Petitioner's ability to obtain relief from the specific actors responsible for the violations. See *Padilla*, 542 U.S. at 440 (proper respondent must be able to

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<sup>1</sup> Counsel for Petitioner has made additional public records requests to gather additional information. That request has been fulfilled by the local officers.

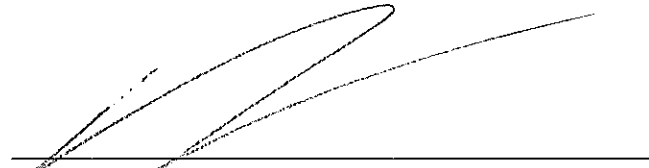
provide relief). If inapplicable, an entirely new set of issues will arise.

### CONCLUSION

For the foregoing reasons, the Motion to Dismiss should be denied. Sheriff Jones is a proper respondent under Padilla as the immediate custodian, Roman is distinguishable, and the agreements underscore his role. The Petition states a plausible claim for relief. If the Court finds any defect, Petitioner requests leave to amend to clarify claims or add parties. Fed. R. Civ. P. 15(a).

Dated: September 17, 2025

Respectfully submitted,



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Robert A. Ratliff  
Brennan, Manna and Diamond, LLC  
200 Public Square, Suite 1850  
Cleveland, OH 44114  
(216) 658-2323

**CERTIFICATE OF SERVICE**

I hereby certify that on this, the 17<sup>th</sup> day of September 2025, I have caused to be served via email and first class, United States Mail a copy of this pleading with all exhibits to the United States Attorney's office for the Southern District of Ohio on behalf of the following Respondents, and separately to the Office of the Butler County Sheriff:

DHS Office of Chief Counsel  
925 Keynote Road, Room 201  
Brooklyn Heights, OH 44131

DHS-ICE, Blue Ash Field Office  
9875 Redhill Dr.  
Blue Ash, OH 45242

Butler Country Sheriff's Office  
705 Hanover Street  
Hamilton, OH 45011

Signed: \_\_\_\_\_

Robert A. Ratliff  
Brennan, Manna and Diamond, LLC  
200 Public Square, Suite 1850  
Cleveland, OH 44114  
(216) 658-2323

# EXHIBIT A

9/3/25, 9:09 AM

CPC

raratliff@bmdllc.com

[Home](#)   [Policies](#)   [My Schedules](#)   [Request Access](#)   [Schedule Visit](#)

- ERROR: At home visitations are currently blocked for this inmate.

## Step 5 of 6 - Confirm

### Visitation Request Confirm

Please confirm your visitation schedule. Click on the Next Button to request an approval from the detention facility.

Visitation Id:	12813952
Requestor:	Ratliff(Atty), Robert
Balance:	\$50.00
* Inmate:	SOLIMAN, AYMAN FAREH AMIN
* Is this visit for an On-site or Internet Visit?	online
* Facility Date:	09/03/2025
* Facility Time:	09:30:00 AM - 10:00:00 AM
Status:	PendingUserCompletion

[<< Previous](#)   [Next >>](#)   [Cancel](#) |

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# EXHIBIT B

**Robert A Ratliff**

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**From:** Mary Neville <mneville@combinedpublic.com>  
**Sent:** Wednesday, September 3, 2025 8:51 AM  
**To:** Robert A Ratliff  
**Subject:** RE: (Caution: External)RE: Aman Soliman

I just pulled up Mr. Soliman's account in the jail. He has been Restricted for some reason. This is nothing I can change, so I sent this information over to our IT Support to find out who and why the restriction was placed. If it was on the jail's end, that is something they will have to change. I will keep you posted, once I know more.

**From:** Robert A Ratliff <raratliff@bmdllc.com>  
**Sent:** Wednesday, September 3, 2025 8:40 AM  
**To:** Mary Neville <mneville@combinedpublic.com>  
**Subject:** Re: (Caution: External)RE: Aman Soliman

I did that and then it said ayman was not authorized

**Rob Ratliff**  
Brennan, Manna and Diamond, LLC  
200 Public Square, Suite 1850  
Cleveland, OH 44118  
(216) 658-2323

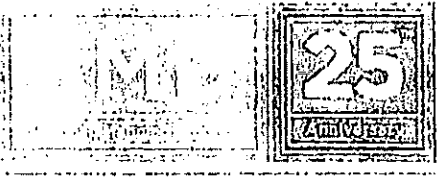
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**From:** Mary Neville <mneville@combinedpublic.com>  
**Sent:** Wednesday, September 3, 2025 7:37:39 AM  
**To:** Robert A Ratliff <raratliff@bmdllc.com>  
**Subject:** RE: (Caution: External)RE: Aman Soliman

I just looked up your account and you have been set up for on-site and on-line remove visits. Are you logging on using your username and password I sent you? Maybe try logging out and back in again.

**From:** Robert A Ratliff <raratliff@bmdllc.com>  
**Sent:** Wednesday, September 3, 2025 7:10 AM  
**To:** Mary Neville <mneville@combinedpublic.com>  
**Subject:** RE: (Caution: External)RE: Aman Soliman

I am trying to schedule a visit with Ayman Soliman for 9:30 today after court, the app is saying I am not approved for the internet visits?



Robert A.  
Ratliff  
Member

O | 216.658.2155  
C | 216.777.7188  
[raratliff@bmdllc.com](mailto:raratliff@bmdllc.com)  
200 Public Square,  
Suite 1850  
Cleveland, OH 44114  
[www.bmdllc.com](http://www.bmdllc.com)

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**From:** Mary Neville <[mneville@combinedpublic.com](mailto:mneville@combinedpublic.com)>  
**Sent:** Tuesday, August 26, 2025 9:49 AM  
**To:** Robert A Ratliff <[raratliff@bmdllc.com](mailto:raratliff@bmdllc.com)>  
**Subject:** RE: (Caution: External)RE: Aman Soliman

You will need to call the jail. He will not stay logged on. He logged off again.

Thanks, and have a great day!

Mary Neville  
Combined Public Communications  
Video Arraignment Admin, Purchasing Manager  
(859) 547-0350



**From:** Robert A Ratliff <[raratliff@bmdllc.com](mailto:raratliff@bmdllc.com)>  
**Sent:** Tuesday, August 26, 2025 9:47 AM  
**To:** Mary Neville <[mneville@combinedpublic.com](mailto:mneville@combinedpublic.com)>  
**Subject:** (Caution: External)RE: Aman Soliman


**Caution:** This is an external email. Please take care when clicking links or opening attachments.  
When in doubt, contact [itsupport@combinedpublic.com](mailto:itsupport@combinedpublic.com).

I will connect

**From:** Mary Neville <mneville@combinedpublic.com>  
**Sent:** Tuesday, August 26, 2025 9:38 AM  
**To:** Robert A Ratliff <raratliff@bmdllc.com>  
**Subject:** Aman Soliman

**\*\*External User\*\***

Good morning,

Please be advised that Mr. Soliman is logged on, but keeps logging off. If he has logged off by the time you try and connect, please call G Pod at 

Thanks, and have a great day!

Mary Neville  
Combined Public Communications  
Video Arraignment Admin, Purchasing Manager  
(859) 547-0350



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# EXHIBIT C

**MEMORANDUM OF AGREEMENT  
287(g) Jail Enforcement Model**

**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 <sup>Butler County Sheriff's Office</sup>, 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 enhance the safety and security of communities by focusing resources on identifying and processing removable aliens who have been arrested and booked into the LEA's jail/correctional facilities. 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**

ICE retains sole discretion in determining how it will manage its limited resources and meet its mission requirements. 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 authority to enforce, laws and regulations pertinent to their law enforcement activities within their respective jurisdictions, have been trained on maintaining the security of LEA facilities, and have the authority to enforce rules and regulations governing inmate accountability and conduct.

ICE will conduct a background investigation and make an eligibility determination on each candidate prior to personnel being authorized to perform duties under this MOA.

All LEA candidates must be approved by ICE and must be able to qualify for access to the appropriate DHS and ICE databases/systems and associated applications. Should a candidate not be approved, a qualified substitute candidate may be submitted.

### **C. TRAINING OF PERSONNEL**

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

The training will be taught by ICE instructors and tailored to the immigration enforcement functions to be performed. Each LEA nominee must pass each examination with a minimum score of 70-percent to receive certification. If an LEA nominee fails to attain a 70-percent rating on an examination, the LEA nominee will have an opportunity to review the testing material and re-take a similar examination. During the entirety of training, the LEA nominee will be offered a maximum of one remedial examination. Failure to achieve a 70-percent rating on any two examinations (inclusive of any remedial examination), will result in the disqualification of the LEA nominee and discharge of the nominee from the training.

Participating LEA personnel will also be required to complete refresher training as needed, but not more frequently than every two years after the initial course completion. Participating LEA personnel will also complete any additional training required by ICE on relevant administrative, legal, and operational issues related to the immigration officer functions to be performed.

### **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.

LEA personnel may have their delegated authority revoked at any time for any reason. However, where a revocation would effectively amount to the suspension/termination of the entire MOA (i.e. where a revocation would leave no participating LEA personnel available to carry out responsibilities under the 287(g) program), ICE will follow the suspension and termination notice processes described in Section VIII, below. The letter of authorization issued to LEA personnel will remain valid until the LEA personnel is revoked via the issuance of a letter of revocation signed by the FOD. The LEA and FOD will be responsible for notification to the appropriate personnel in their respective agencies. The suspension or termination of this MOA, a process described in Section VIII, shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

#### **E. COSTS AND EXPENDITURES**

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. 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. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, 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 followed 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. Whether or not an interpreter is used, the record should always include questions and answers concerning the need for an interpreter.

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.

#### **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 performing a function on behalf of ICE authorized by this MOA will be considered acting under color of Federal authority for purposes of determining liability and immunity from suit under Federal or State law. *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 Principal Legal Advisor (OPLA) field location at:

Office of the Principal Legal Advisor, Detroit (Cleveland), 925 Keynote Circle, Room 201, Brooklyn Heights, OH 44131. OPLA, through its headquarters, 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 this MOA; 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 derive from 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; and 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/or 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 a location 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 MOA's operational date.

### **C. RELEASE OF INFORMATION TO THIRD PARTIES**

The LEA may, at its discretion, communicate the substance of this agreement to media and other third parties 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, including the Appendices, must be proposed in writing and approved and signed by both parties.

### **VII. POINTS OF CONTACT**

ICE and the LEA points of contact (POCs) for purposes of this MOA are:

For the LEA: Butler County Sheriff's Office, Sheriff

For DHS: Detroit Field Office Director

### **VIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA**

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

ICE reserves the right to conduct an internal review of this MOA every three years. In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the

temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.


If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved in instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

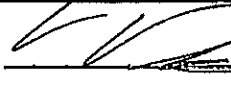
This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

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.

**For the LEA:**

Date: February 18, 2025  
Signature:   
Name: Richard K. Jones  
Title: Sheriff  
Agency: Butler County Sheriff's Office

**For ICE:**

Date: February 24, 2025  
Signature:   
Name: Caleb Vitello  
Title: Acting Director  
Agency: U.S. Immigration and Customs  
Enforcement

## APPENDIX A

### STANDARD OPERATING PROCEDURE (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of this MOA within the FOD area of responsibility.

Pursuant to this MOA, the LEA has been delegated authorities under the Jail Enforcement Model (JEM) Program as outlined below. The 287(g) JEM Program is designed to identify and process removable aliens within the LEA's jail/correctional facilities.

#### Authorized Functions:

Participating LEA personnel performing immigration-related functions pursuant to this MOA will be LEA officers assigned to detention duties. Those participating LEA personnel will exercise their immigration-related authorities only during the course of their normal duties while assigned to the LEA's jail/correctional facilities.

Participating LEA personnel are delegated only those authorities listed below:

- The power and authority to interrogate any person detained in the participating law enforcement agency's detention center who the officer believes to be an alien about his or her right to be or remain in the United States, 8 U.S.C. § 1357(a)(1) and 8 C.F.R. § 287.5(a)(1), and to process for immigration violations any removable alien or those aliens who have been arrested for violating a Federal, State, or local offense;
- 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;
  - 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's jail/correctional facility.
- 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's jail/correctional facility.
- The power and authority to administer oaths and to take and consider evidence, 8 U.S.C § 1357(b) and 8 C.F.R. § 287.5(a)(2), to complete required alien processing, including fingerprinting, photographing, and interviewing of allens, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review;

- The power and authority to prepare charging documents, 8 U.S.C. §§ 1225(b)(1), 1228, 1229, and 1231(a)(5); 8 C.F.R. §§ 235.3, 238.1, 239.1, and 241.8, including the preparation of a Notice to Appear or other charging document, as appropriate, for the signature of an ICE officer;
- The power and authority to detain and transport, 8 U.S.C. § 1357(g)(1) and 8 C.F.R. § 287.5(c)(6), arrested aliens subject to removal to ICE-approved detention facilities; and
- The power and authority to issue immigration detainers, 8 U.S.C. §§ 1226 and 1357, and 8 C.F.R. § 287.7, and I-213, Record of Deportable/Inadmissible Alien, for processing aliens.

**Additional Supervisory and Administrative Responsibilities:**

Participating LEA personnel are only authorized to conduct immigration enforcement functions while under the direction and supervision of ICE.

Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- Participating LEA personnel must notify ICE of any immigration detainer issued under the authority conferred by the MOA as soon as possible, but no longer than approximately 24 hours.
- Participating LEA personnel are responsible for ensuring proper record checks have been completed.
- 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.
- Administrative files (A-files) are Federal records, subject to the Federal Records Act and applicable Federal confidentiality statutes. It follows that the utilization and handling of the A-files must be consistent with applicable laws and DHS and ICE policy. ICE is responsible for requesting A-files and reviewing them for completeness. A-files can be maintained at an LEA facility as long as there are ICE personnel assigned to that facility and the personnel have a work area where documents can be adequately secured and stored by ICE personnel. Representatives from DHS must be permitted access to the facility where ICE records are maintained.

## **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 of the LEA receiving notice of the complaint or allegation, 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 soon as practicable, but no later than 30 days from the date of the resolution. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.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 an 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 OPR.

287(g) Complaint Process posters will be displayed in 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 LEA:

Butler County Sheriff's Office  
705 Hanover Street  
Hamilton, Ohio 45011  
Deputy Kim Peters  
513-785-1018

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 D

**Jonathan E. Davidson**

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**From:** Kevin Grathwohl  
**Sent:** Wednesday, January 8, 2025 11:10  
**To:** Anthony Dwyer  
**Subject:** FW: Butler County - Potential IGSA with ICE - Draft Documents  
**Attachments:** Transgender Requirements.pdf; Virtual Attorney Visitation Requirements.pdf; Butler County - Draft IGSA Template\_v2.docx

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**From:** Moore, Alan G <Alan.G.Moore@ice.dhs.gov>  
**Sent:** Wednesday, January 8, 2025 11:03  
**To:** Richard Jones <rjones@butlersheriff.org>  
**Cc:** Putra, Matthew <Matthew.Putra@ice.dhs.gov>; Raycraft, Kevin C <Kevin.C.Raycraft@ice.dhs.gov>; Saxon, Samuel L <Samuel.L.Saxon@ice.dhs.gov>; Kevin Grathwohl <kgrathwohl@butlersheriff.org>; adwyer@butlersheriff.org  
**Subject:** [EXTERNAL] Butler County - Potential IGSA with ICE - Draft Documents

**CAUTION:** This email originated from alan.g.moore@ice.dhs.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you suspect this email is fraudulent or phishing, please forward the email to Phish@butlersheriff.org.

Sheriff Jones,

Hello, I am a MPA(COR) - Management and Program Analyst (Contracting Officers Representative) – with DHS/ICE/ERO – Detroit Field Office. I work for DFOD Matthew Putra/DFOD Kevin Raycraft and with AFOD Samuel Saxon who mentioned you are potentially interested in again entering into an IGSA (Inter-Governmental Service Agreement) for housing and transporting ICE non-citizen detainees. Note that I have been the MPA(COR) since 2009 and worked with Butler County when the previous IGSA was in place and used through June 2022.

As the prior IGSA was terminated we are essentially starting from scratch with regards to establishment of a new IGSA.

I generally handle the preliminary work to begin the IGSA process, which would include having to make a visit to the site and collect relevant information needed on our end. I would also be working with you/your team from a contractual standpoint once an agreement was executed. But first would like to provide you with a current version of the draft ICE IGSA template for an over 72-hour housing facility for your review and consideration. We would send you the various attachments once we get to the contracting phase as part of negotiations on the daily rate. Additionally, the current NDS 2019 standards that are referenced in the template can be found at the following link [2019 National Detention Standards for Non-Dedicated Facilities | ICE](#)

If, after reviewing the attached/linked documents, you feel we should/can move forward I'd like to visit Butler County Jail to meet with you/your team and gather the information I need to initiate the IGSA process. I would also be happy to brief you/your team on that process. I would be able to visit Butler County as early as the week of the January 20<sup>th</sup>, at your convenience, should you wish to proceed.

We are looking forward to potentially again partnering with Butler County. If there are any questions, concerns, or comments in the meantime, please let me know.

**Very respectfully,**  
**Alan G. Moore**  
**Management & Program Analyst (COR)**  
**Detroit Field Office**  
**Enforcement and Removal Operations**  
**U.S. Immigration and Customs Enforcement**  
**Desk: (313)771-6622 Cell: (313)575-9571**  
**985 Michigan Ave, Suite 119**  
**Detroit, MI 48226**

**Jonathan E. Davidson**

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**From:** Pam Stroup  
**Sent:** Thursday, December 26, 2024 09:30  
**To:** Anthony Dwyer; Kevin Grathwohl  
**Subject:** FW: December 2024 Stakeholder Updates 12.23.24  
**Attachments:** December 2024 Stakeholder Updates 12.23.24.pdf

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**From:** ICEOPE <ICEOPE@ice.dhs.gov>  
**Sent:** Monday, December 23, 2024 14:02  
**To:** ICEOPE <ICEOPE@ice.dhs.gov>  
**Subject:** [EXTERNAL] December 2024 Stakeholder Updates 12.23.24



Dear stakeholders:

As part of our regular communication on DHS and ICE related matters, below are a few updates that may be of interest to you. We value your partnership and look forward to our continued communication and collaboration.

**ICE Office of Partnership and Engagement (OPE) – OPE Customer Service Management (CSM)**

On December 9<sup>th</sup> ICE OPE released a new communication management tool – OPE CSM.

The ICE OPE Customer Service Management (CSM) is a portal where stakeholders can ask questions, share inquiries, provide feedback, and request engagements and speakers. The (CSM) streamlines communication with a broad range of stakeholders who seek agency/program specific information, collaboration, assistance, partnership, or dialogue/engagement with the U.S. Immigration and Customs Enforcement (ICE) including the Enforcement and Removal Operations (ERO), Homeland Security Investigations (HSI), and the Office of the Principal Legal Advisor (OPLA). It is a modernized process and system for stakeholders to connect with ICE Office of Partnership and Engagement (OPE) at Headquarters or OPE Community Relations Officers located in each ICE Field office, on agency law enforcement priorities policies, processes, procedures, services, programs, and information. The CSM is monitored, and requests are addressed by the Office of Partnership and Engagement (OPE) staff. To access the ICE/OPE CSM please click here: <https://outreach.ice.gov>

**ICE releases Fiscal Year 2024 Annual Report**

WASHINGTON — U.S. Immigration and Customs Enforcement today released its Fiscal Year 2024 Annual Report, which highlights the agency's primary missions of immigration enforcement and combating transnational crime.

In FY 2024, ERO worked to improve its operational efficiency through several modernization initiatives, continued its interior enforcement efforts, cared for all noncitizens in ICE custody, and delivered case management services to those on the non-detained docket while optimizing the agency's removal capabilities to manage the large influx of border crossers.

"Every year, our workforce faces tremendous challenges — but every year, they meet those challenges head-on," said ICE Deputy Director and Senior Official Performing the Duties of the Director Patrick J. Lechleitner. "I believe we have

one of the most adaptable and agile workforces in the federal government. Our federal law enforcement officers, special agents, mission support staff and others are always tasked with doing more despite having fewer resources at our disposal, and their hard work and dedication to serving the American people truly keep this agency running smoothly.”

### **Enforcement and Removal Operations**

As a result of ICE’s efforts, and despite ongoing resource constraints, in FY 2024, ICE removed more people without legal basis to remain in the United States than it did in any other fiscal year since 2015.

ICE continued to prioritize its enforcement resources by arresting noncitizens with criminal convictions or pending charges. Over 81,312 (71.7%) of the 113,431 arrests were of noncitizens with criminal convictions or pending charges. In contrast, 73,822 (43%) of the 170,590 noncitizens arrested in fiscal year 2023 had criminal histories.

The 81,312 noncitizens with criminal histories arrested had a combined total of 516,050 charges and/or convictions, which include the following serious and violent offenses:

- 57,081 assaults.
- 18,579 sexual assaults and sex offenses.
- 12,895 weapons offenses.
- 11,822 burglaries.
- 5,462 robberies.
- 2,894 homicides.
- 2,766 kidnappings.

During FY 2024, ERO arrested 3,032 criminals and assisted with 3,012 criminal indictments and 3,014 criminal convictions for violations of the U.S. Code, primarily under Title 8.

In the same time period, ERO issued 149,764 immigration detainers for noncitizens with criminal histories — an increase of 19.5% from fiscal year 2023, when it issued 125,358 detainers. Detainers are critical public safety tools that ask federal, state and local law enforcement agencies to maintain custody of a noncitizen for up to 48 hours beyond the time they would otherwise be released. This allows ERO to arrest noncitizens in safe, custodial settings.

ERO’s limited detention capacity was primarily used to house two populations in FY 2024: Noncitizens U.S. Customs and Border Protection arrested at the southwest border and were subsequently transferred to ERO custody and noncitizens with criminal histories ERO arrested in the U.S. Interior. The number of noncitizens in ERO custody increased from 36,845 at the end of FY 2023 to 37,684 at the end of FY 2024.

Of the 271,484 ERO removals, 88,763 (32.7%) had criminal histories. Of the 271,484 ERO removals, 88,763 (32.7%) had criminal histories. These include many serious charges or convictions for offenses, including the following:

- 47,885 assaults.
- 16,552 sexual assaults and sex offenses.
- 10,862 weapons offenses.
- 9,453 burglaries.
- 4,906 robberies.
- 2,699 homicides.
- 2,423 kidnappings.

Of the 271,484 individuals removed, 237 were known or suspected terrorists, a 70.5% increase compared to fiscal year 2023, and eight were human rights violators for an increase of 33.3% compared to fiscal year 2023.

ERO is committed to keeping people in its custody safe. This includes responding quickly and effectively to the medical needs of those in ICE custody. During fiscal year 2024, the ICE Health Service Corps operating budget approached \$421.5 million, providing medical and dental health services to over 138,000 noncitizens during 1.3 million visits.

Most noncitizens remained on ICE's non-detained docket, which by the end of fiscal year 2024 increased by about 24.6%, from 6.1 million noncitizens at the end of fiscal year 2023 to more than 7.6 million at the end of fiscal year 2024. The non-detained docket includes noncitizens who participate in ERO's Alternatives to Detention-Intensive Supervision Appearance program, which tallied more than 179,000 participants at the end of FY 2024. The ATD-ISAP program provides an additional layer of supervision to ensure compliance with release conditions for certain adult noncitizens.

#### **Homeland Security Investigations**

Using its unique border authorities and international partnerships, Homeland Security Investigations made significant contributions to the U.S. government efforts against transnational crime. In fiscal year 2024, HSI made 32,608 arrests, identified and/or assisted 1,783 victims of child exploitation, and assisted 818 human trafficking victims. Additionally, it seized \$886 million in criminally derived currency and assets and over \$192 million in virtual currency, dealing a significant blow to TCO operations and criminals seeking to profit from illicit crimes.

HSI continued to play a key role in the U.S. government's efforts to combat the opioid epidemic and seized more than 1.6 million pounds of narcotics in FY 2024 — including 42,800 pounds of fentanyl, pills and other lethal substances — through law enforcement initiatives such as Operation High Capacity, which resulted in the seizure of over 3,500 pounds of fentanyl and associated chemicals, over 800,000 pills and 13 pill presses. In FY 2024, HSI received three White House Office of National Drug Control Policy awards.

HSI plays a pivotal role in the fight against online child exploitation. In April 2024, the DHS Cyber Crimes Center launched the Know2Protect campaign to prevent and combat online child sexual exploitation and abuse by raising public awareness, providing reporting instructions, and sharing resources for victims. In partnership with several professional sports leagues and tech companies, K2P made significant progress in raising public awareness of online child exploitation.

HSI continued to disrupt and dismantle the human smuggling networks that exploit and endanger migrants attempting to illegally enter the United States. HSI is the lead agency in nearly all Joint Task Force Alpha-supported human smuggling investigations. JTFA is a law enforcement effort between the Department of Justice and DHS against human smuggling networks. In fiscal year 2024, JTFA efforts resulted in about 68 criminal arrests and 25 convictions, and it seized about \$1.3 million in currency and assets.

HSI also targeted all aspects of transnational criminal organizations by shutting down dark web vendors, denying cartels the firearms and illicit proceeds that fuel their operations, and collaborating with law enforcement partners across the United States and around the world to dismantle the criminal networks.

HSI's partnership with 600 foreign law enforcement personnel assigned to 14 Transnational Criminal Investigative Units in 17 countries resulted in 2,382 criminal arrests and millions seized in illegal narcotics, firearms, real estate, U.S. currency, virtual currency, and other forms of criminal proceeds and assets. To view the report please go to: <https://www.ice.gov/information-library/annual-report>.

#### **ICE updates policies on use of Special Management Units**

Special Management Units include housing units for noncitizens in administrative, non-punitive segregation or disciplinary segregation at ICE detention facilities.

WASHINGTON — U.S. Immigration and Customs Enforcement announced today policy updates for the use of Special Management for detained noncitizens. This update closes out recommendations contained in a 2021 [report](#) by the Department of Homeland Security's Office of Inspector General. The updated Enforcement and Removal Operations policy focuses on how ICE tracks and reports the use of segregation and adds additional emphasis for ensuring the safety and welfare of detained noncitizens and facility staff as well as how the agency records and tracks these placements. Special Management Units (SMUs) include housing units for noncitizens in administrative, non-

punitive segregation or disciplinary segregation at ICE detention facilities. ICE provides several levels of oversight of SMUs to ensure detained noncitizens reside in safe, secure, and humane environments. All ICE-approved detention facilities are inspected by a third-party inspection team to ensure the applicable detention standards are met. ICE publishes current [detention statistics](#), which includes data for vulnerable and special populations. Press Release: <https://www.ice.gov/news/releases/ice-updates-policies-use-special-management-units>

**ERO Released Statistics for Q2 and Q3 of FY 24 reflect nearly 70% Increase over Q3 of FY 2023**

On November 25, 2024, U.S. Immigration and Customs Enforcement (ICE) today updated its [Enforcement and Removal Operations statistics page](#) with data from the second and third quarters of Fiscal Year (FY) 2024. In the third quarter, ICE removed nearly 68,000 individual noncitizens — almost 1,000 more than in the second quarter. This reflects a 69% increase over removals during the third quarter in FY 2023 and is more than 140% of ICE removals for all FY 2023. The data demonstrates the agency's dedication to optimizing its resources to enforce U.S. immigration laws in the U.S. interior and remove individuals and families who have no legal basis to stay in the country. The data in the dashboard is independent from and does not include removals and returns by U.S. Customs and Border Protection (CBP), or expulsions under the Title 42 public health order, which ended in May 2023. The ICE Enforcement and Removal Operations (ERO) dashboard currently displays enforcement data spanning FY 2021 through the third quarter of FY 2024 and tracks arrests, detention, removals, and enrollments into ICE's Alternatives to Detention (ATD) program. ERO identifies and arrests unlawfully present or otherwise removable noncitizen individuals and families without legal basis to stay in the country. Officers exercise prosecutorial discretion and prioritize enforcement actions based on department and agency priorities and other factors. Learn more at [ICE.gov/statistics](https://www.ice.gov/statistics). Press Release: [ICE enforcement and removal statistics for Q2, Q3 of FY 2024 reflect nearly 70% increase over Q3 of FY 2023 | ICE](#)

[For the latest developments on ERO and HSI operations, please visit https://www.ice.gov/newsroom](https://www.ice.gov/newsroom)

**DHS Updates**

**DHS Announces Permanent Increase of the Automatic Extension Period for Certain Employment Authorization Document Renewal Applicants**

On December 10, 2024 the Department of Homeland Security (DHS) announced a final rule that will support U.S. employers, foster economic growth, and improve access to employment authorization documents (EAD) for eligible individuals by permanently increasing the automatic extension period of employment authorization and employment authorization documentation from up to 180 days to up to 540 days for eligible noncitizens who file a timely request to renew their work authorization. This announcement responds to feedback from the business community to create more certainty for employers. Over the past several years, USCIS has significantly reduced processing times for EAD applications as part of its ongoing efforts to help support the U.S. economy, its employers, and those who Congress has made eligible to work here. This final rule continues these efforts by reducing the likelihood that lapses in employment authorization for eligible noncitizens will occur, while U.S. Citizenship and Immigration Services adjudicates their EAD renewal requests and better ensure continuity of operations for U.S. employers. The need is clear, as USCIS received and processed a record number of EAD applications this year. This is the latest step by the Biden-Harris Administration to keep eligible work-authorized individuals in the workforce, supporting our local economies, businesses, and communities. For more information please go to: [DHS Announces Permanent Increase of the Automatic Extension Period for Certain Employment Authorization Document Renewal Applicants | Homeland Security](#)

**S&T's Year In Review: Building a More Secure Future in 2024 -12/9/24** - Reflecting on how the last 12 months shaped the Science and Technology Directorate's (S&T) research and development efforts and strengthened our commitment to securing the nation. As years go, 2024 was truly one for the history books. It was a year of elections, with more than half the world's population going to the polls to elect new leadership, including here in the United States. In industry, American innovation and ingenuity expanded well beyond our borders, reaching as far as flying a helicopter on Mars and landing a private U.S. craft on the moon. Back on Earth, U.S. athletes garnered a treasure trove of medals at the Paris Olympics, where security was silently ensured by international partners, including the Department of Homeland Security (DHS). Through it all, S&T was there—supporting search and rescue operations after [Hurricane Helene](#), response and recovery activities following the [Francis Scott Key bridge collapse](#), and security preparations at the [Super](#)

**Row** safeguarding more than 61,000 players and attendees. We never wavered from our core mission to protect the homeland, ensure the safety of our citizens, and save lives should hazards hit. In fact, S&T rose to the many 2024 challenges by creating new innovations through scientific research, successes that strengthen our response capabilities today and will enhance our security tomorrow, come what may. For more information please see: **S&T's Year in Review: Building a More Secure Future in 2024 | Homeland Security**

**DHS to Supplement H-2B Cap with Nearly 65,000 Additional Visas for Fiscal Year 2025**

On November 15, 2024, the Department of Homeland Security (DHS), in consultation with the Department of Labor (DOL), announced that it expects to make an additional 64,716 H-2B temporary nonagricultural worker visas available for Fiscal Year (FY) 2025, on top of the congressionally mandated 66,000 H-2B visas that are available each fiscal year. These additional H-2B visas represent the maximum permitted under the authority provided by Congress and are identical to the additional temporary visas provided in FY 2024. DHS, in coordination with DOL, has authorized supplemental cap numbers in FY 2017, FY 2018, FY 2019, FY 2021, FY 2022, FY 2023, and FY 2024 in accordance with the time-limited statutory authority granted for each of those fiscal years by Congress. For additional information go to: **DHS to Supplement H-2B Cap with Nearly 65,000 Additional Visas for Fiscal Year 2025 | Homeland Security**

**DHS Announces \$210 Million of Additional Funds to Protect Faith-Based Institutions and Nonprofit Organizations Against Targeted Attacks**

October 1, 2024 - Funding Available Through Nonprofit Security Grant Program Notice of Funding Opportunity to be Published in Late October.

Today, the United States Department of Homeland Security (DHS) announced that it will distribute \$210 million in Nonprofit Security Grant Program (NSGP) funds through the Federal Emergency Management Agency as the second tranche of additional funding that the Biden-Harris Administration secured to protect faith-based institutions and nonprofit organizations against targeted attacks. This funding will be made available in a Notice of Funding Opportunity to be published in late October. The \$210 million in additional funds are a portion of the \$390 million that were included in the fiscal year 2024 National Security Supplemental, a key priority of the Administration as it continues to intensify its efforts to combat the dramatic increase in hate crimes and other forms of targeted violence against faith-based institutions and nonprofit organizations. The first tranche was **made available in June 2024**. In total for fiscal year 2024, the Administration has secured \$664 million for the NSGP, more than double last year's \$305 million appropriation. The Notice of Funding Opportunity will be published in late October. For more information visit **FEMA.gov/Grants**. For additional information go to: **DHS Announces \$210 Million of Additional Funds to Protect Faith-Based Institutions and Nonprofit Organizations | Homeland Security**,

**News Release: DHS S&T Updates Master Question List for Synthetic Opioids**

The Department of Homeland Security (DHS) **Science and Technology Directorate (S&T)** released an updated **Master Question List (MQL) for Synthetic Opioids**. The MQL, a reference guide, presents the most critical, scientifically vetted information on the chemical and physical properties of synthetic opioids as well as the hazards they pose in operational settings. First released in 2021, this guide now includes new information about the physical properties of nitazenes, potent opioids that entered illicit drug markets in 2019 and can be 10 times stronger than fentanyl. The list also adds substantial new information about synthetic opioid detection and decontamination methods. This resource summarizes the latest research into synthetic opioids, helping experts identify knowledge gaps to focus investments and provides first responders with science-based guidance to protect themselves from opioid exposure. HS is fighting against cartels and Transnational Criminal Organizations that are flooding communities with illicit synthetic drugs, like fentanyl. Strategy involves enforcement actions, including seizures of fentanyl and precursor chemicals, along with stopping southbound guns and money, and supporting prosecutions to prevent future illicit acts. Together, these efforts led to the arrest of more than 4,800 people and helped seize over 37,000 pounds of illicit fentanyl in Fiscal Year 2024. U.S. Custom and Border Patrol's Office of Field Operations alone has prevented 1.1B doses from reaching American communities. Learn more at **DHS.gov/fentanyl**. CSAC and S&T's Office of Mission and Capability Support's Opioid Detection Program collaborated with the Hazard Assessment and Characterization Technology Center and the Probabilistic Analysis for National Threats and Hazards and Risks program to develop the Synthetic Opioids MQL. The CSAC lab serves as a national knowledge and resource center for chemical threats and hazards. Related efforts delivered through CSAC include knowledge products used for detection and interdiction of illicit opioids, including a Fentanyl

Synthesis Quick Reference Guide and the Chemical Agent Reactions Database (CARD) designed to help law enforcement identify harmful chemicals and what “chemicals of interest” could be produced from them.

The Synthetic Opioids MQL focuses on synthetic opioids commonly found in the illicit drug trade. S&T will continue to update the MQL periodically as new knowledge becomes publicly available. To read more about this go to S&T Updates Master Question List for Synthetic Opioids | Homeland Security.

The Office of Partnership and Engagement  
Department of Homeland Security/Immigration and Customs Enforcement

**Jonathan E. Davidson**

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**From:** Kevin Grathwohl  
**Sent:** Friday, November 8, 2024 15:09  
**To:** Anthony Dwyer; Mike Craft  
**Subject:** FW: ICE interest  
**Attachments:** Interest Letter 06.27.2006.pdf

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**From:** Bowyer, Brandon W <Brandon.W.Bowyer@ice.dhs.gov>  
**Sent:** Friday, November 8, 2024 13:02  
**To:** Kevin Grathwohl <kgrathwohl@butlersheriff.org>  
**Subject:** [EXTERNAL] ICE interest

**CAUTION:** This email originated from [brandon.w.bowyer@ice.dhs.gov](mailto:brandon.w.bowyer@ice.dhs.gov). Do not click links or open attachments unless you recognize the sender and know the content is safe. If you suspect this email is malicious or phishing, please forward the email to [phish@butlersheriff.org](mailto:phish@butlersheriff.org).

Capt. Grathwohl,

Thank you for notifying me yesterday about wanting to rejoin our 287(g) Program (Jail Enforcement Model) and wanting to come back as an ICE custodial IGSA.

287(g):

Please send me a letter of interest on your department letterhead. I will then forward that to our Detroit Field Office Director, and if he supports implementing the program, he will send it to ICE headquarters with a letter of support. Once programs are available again (under the new administration), your interest will already be in the queue, and we will reach out to you to move forward. A sample letter is attached but you may word it however you like. This is just to give you an idea of what ICE HQ is looking for as a letter of interest. I have also attached your original letter of interest from 2006.

IGSA(g):

AFOD Sam Saxon (from the Cincinnati office) would like to sit down with all of us to discuss your desires for this agreement. I will reach out to you next Tuesday to determine if you have any availability later in the week for a quick sit-down meeting.

Thank you again for your interest in the 287(g) program and interest in becoming an ICE custodial IGSA. I look forward to rekindling our partnership.

*Brandon W. Bowyer*

National Program Manager, 287(g)  
Detention and Deportation Officer  
Enforcement and Removal Operations  
Immigration and Customs Enforcement

**U.S. Department of Homeland Security**

**513-200-1116 cell | 513-246-1473 office | 513-246-1484 fax |**

**Jonathan E. Davidson**

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**From:** Moore, Alan G <Alan.G.Moore@ice.dhs.gov>  
**Sent:** Friday, February 7, 2025 06:04  
**To:** Richard Jones; Kevin Grathwohl  
**Cc:** Anthony Dwyer; Dennis Adams; Mike Craft; Whalen, Ronald; Overton, Ryan M; Raycraft, Kevin C; Saxon, Samuel L  
**Subject:** [EXTERNAL] Notice of Planned Visit of ICE Preoccupancy Assessment Team - Date Change and Team Requests - 250207  
**Attachments:** Notice of Date Change: Pre-Occupancy Assessment of Butler County Sheriff's Department, Hamilton, OH

Sheriff Jones and Captain Grathwohl,

I received the attached notification last night which changes the date of the ICE Pre-Occupancy Assessment from 11-13 February to 20-21 February. Would you let me know if any issues with the revised dates?

Please see the attached notification of date change, along with some other information regarding some requests by the assessment team.

I'll plan to be onsite for the Pre-Occupancy Assessment as the ICE/ERO – Detroit Field Office representative.

Thanks!

Very respectfully,  
Alan G. Moore  
Management & Program Analyst (COR)  
Detroit Field Office  
Enforcement and Removal Operations  
U.S. Immigration and Customs Enforcement  
Desk: (313)771-6622 Cell: (313)575-9571  
985 Michigan Ave, Suite 119  
Detroit, MI 48226

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**From:** Moore, Alan G <Alan.G.Moore@ice.dhs.gov>  
**Sent:** Thursday, February 6, 2025 4:36 PM  
**To:** rjones@butlersheriff.org  
**Cc:** kgrathwohl@butlersheriff.org; Anthony Dwyer <aed@butlersheriff.org>; Dennis Adams <dadams@butlersheriff.org>; Mike Craft <mcraft@butlersheriff.org>; Whalen, Ronald <Ronald.E.Whalen@ice.dhs.gov>; Overton, Ryan M <Ryan.M.Overton@ice.dhs.gov>; Raycraft, Kevin C <Kevin.C.Raycraft@ice.dhs.gov>; Saxon, Samuel L <Samuel.L.Saxon@ice.dhs.gov>  
**Subject:** FW: Notice of Planned Visit of ICE Preoccupancy Assessment Team-Butler County Sheriff's Department

Sheriff Jones,

Please see the notice below regarding an ICE Preoccupancy Assessment tentatively scheduled for 11-13 February 2025.

I realize this is short notice but feel that Butler County should do well on the assessment given your prior work with ICE and what I observed during my recent visit.

Would you please confirm if those dates work for you and who would be the POC?

Thanks!

Very respectfully,  
Alan G. Moore  
Management & Program Analyst (COR)  
Detroit Field Office  
Enforcement and Removal Operations  
U.S. Immigration and Customs Enforcement  
Desk: (313)771-6622 Cell: (313)575-9571  
985 Michigan Ave, Suite 119  
Detroit, MI 48226

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**From:** Andrews, Aaron B <[Aaron.B.Andrews@ice.dhs.gov](mailto:Aaron.B.Andrews@ice.dhs.gov)>  
**Sent:** Thursday, February 6, 2025 4:01 PM  
**To:** Lynch, Robert K, JR <[Robert.K.Lynch@ice.dhs.gov](mailto:Robert.K.Lynch@ice.dhs.gov)>; Overton, Ryan M <[Ryan.M.Overton@ice.dhs.gov](mailto:Ryan.M.Overton@ice.dhs.gov)>; Raycraft, Kevin C <[Kevin.C.Raycraft@ice.dhs.gov](mailto:Kevin.C.Raycraft@ice.dhs.gov)>; Moore, Alan G <[Alan.G.Moore@ice.dhs.gov](mailto:Alan.G.Moore@ice.dhs.gov)>  
**Cc:** Teamer, Joseph A <[Joseph.A.Teamer@ice.dhs.gov](mailto:Joseph.A.Teamer@ice.dhs.gov)>; Henry, Tommy E <[Tommy.E.Henry@ice.dhs.gov](mailto:Tommy.E.Henry@ice.dhs.gov)>  
**Subject:** Notice of Planned Visit of ICE Preoccupancy Assessment Team-Butler County Sheriff's Department

Greetings, DET AOR

On behalf of Enforcement and Removal Operations (ERO), Detention Oversight Unit (DOU), I am pleased to inform you of a planned visit to your facility. The purpose of this visit is to conduct a preoccupancy inspection to assess your facilities alignment to ICE detention standards. The preoccupancy assessment is specifically designed for you to engage with ICE detention standards subject matter experts (SME) to establish if your facility is a viable location for the future placement of ICE detainees.

**Visit Details:**

- **Dates:** February 11-13, 2025 @ 0830
- **Opening Briefing:** The team requests an opening briefing on the morning of February 11, 2025, with your compliance team or those who would be involved with an audit. We are flexible and will accommodate a time that is convenient for your facility and local ERO office.
- **Discussion:** During the briefing and throughout the visit, we aim to exchange ideas and have discussions on how to interpret and implement ICE detention standards with long lasting, measurable alignment with your compliance efforts.
- **Preoccupancy Assessment Team Members:**
  - a. 4 to 5 member Team
- **Close Out Briefing:** At the conclusion of our visit, we request a short meeting with the facility and ERO leadership to review identified needs and restate recommendations from our team on how your facility can make the necessary changes to be compliant with ICE detention standards. The meeting date and time will be coordinated with the facility leadership based on the time needed to complete our assessment.

**Additional Requests:**

1. **Entrance Authorization:** We kindly request entrance authorization for laptop computers and a designated workspace that does not inconvenience your facility.
2. ~~Point of Contact (POC): Please provide a facility POC for this visit to the Boulder County Sheriff's Department~~

Should you have any questions or concerns regarding the Preoccupancy Assessment Team, feel free to contact the following individuals:

- ERO Unit Chief Joseph Teamer; [Joseph.A.Teamer@ice.dhs.gov](mailto:Joseph.A.Teamer@ice.dhs.gov)
- ERO Contracting Officer's Representative (COR) Tommy Henry; [Tommy.E.Henry@ice.dhs.gov](mailto:Tommy.E.Henry@ice.dhs.gov)
- ERO Section Chief [Aaron.B.Andrews@ice.dhs.gov](mailto:Aaron.B.Andrews@ice.dhs.gov)

Thank you for your cooperation, and we look forward to a productive visit.

Thank you,

**Aaron B. Andrews**  
Section Chief, Detention Oversight Unit-Inspections/Taskings  
Oversight, Compliance, and Acquisitions Division  
Enforcement and Removal Operations  
U.S. Immigration and Customs Enforcement  
Desk: 202-732-2018 Cell: 214-422-8985  
500 12<sup>th</sup> Street, SW, MS5202  
Washington, D.C. 20536

This communication is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official. No portion of this communication should be furnished to the media, either in written or verbal form.

# EXHIBIT E

**ADOPTED**  
FEBRUARY 25, 2025



**Board of County Commissioners  
Butler County, Ohio**

**EXECUTIVE SUMMARY**  
25-02-00285

**Donald L. Dixon**  
President

**T.C. Rogers**  
Vice President

**Cindy Carpenter**  
Member

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**Contract Amendment - US Immigration & Customs Enforcement**

**Sheriff  
Purchase of Goods/Services**

**Target Meeting: 2/25/25**

**Summary**

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Approve Amendment to the Modification of Intergovernmental Agreement with the U.S. Department of Justice United States Marshals Service to retain Federal Bureau of Prisons detainees and to incorporate U.S. Immigration and Customs Enforcement (ICE) detainees at respective per diem and transportation hourly rates as specified in Modification #4 at Butler County correctional facilities effective March 5, 2025 or upon execution of such Amendment by all parties.

**Justification**

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Approve and execute the modification of the contract with the US Marshals, to include the Federal Bureau of Prisons, and US Immigration and Customs Enforcement (ICE) detainees.

**Recommendation**

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Department recommends approval.

**Approved by:**

**Vickie Barger**  
Vickie Barger, Finance Director      02/21/2025

**ADOPTED**  
FEBRUARY 25, 2025



**Board of County Commissioners**  
**Butler County, Ohio**

**RESOLUTION**  
**25-02-00285**

**Donald L. Dixon**  
President.

**T.C. Rogers**  
Vice President

**Cindy Carpenter**  
Member

**Contract Amendment - US Immigration & Customs Enforcement**

The Board of County Commissioners of Butler County, Ohio met in Regular Meeting on the 25th day of February, 2025 in the Commission Chambers of the Butler County Government Services Center, 315 High Street, 2nd Floor, Hamilton, Ohio 45011.

**Whereas** previous Agreement number 14-61-0090 authorized the following contract:

<b>PROVIDER NAME:</b>	United States Marshals Service
<b>PROVIDER ADDRESS:</b>	CG-3 3rd Floor Washington, DC 20530-0001
<b>SCOPE OF SERVICES:</b>	Inmate Detention and Transportation
<b>CONTRACT AMOUNT:</b>	\$68.00 (Per diem) \$36.00 (Guard Transfer Rate)
<b>BEGINNING DATE:</b>	September 2, 2020
<b>ENDING DATE:</b>	Ongoing
<b>RENEWAL OPTIONS</b>	
<b>FUNDING SOURCES</b>	

**Whereas** the Butler County Sheriff's Office recommends that the Butler County Board of County Commissioners approve a Modification of Intergovernmental Agreement #4 to said contract;

**Whereas** modification of Intergovernmental Agreement #4 amends the contract to add US Immigration and Customs Enforcement (ICE) as an authorized rider to the Intergovernmental Agreement (IGA) with the United States Marshals Service at per diem rate \$68/day and other specified rates for inmates retained in the Butler County Jail. Current contract also includes the Federal Bureau of Prisons for housing of detainees which was effective June 1, 2021 per Modification of Intergovernmental Agreement #2. Modification of Intergovernmental Agreement #4 will be effective March 5, 2025 or upon execution of said modification by all parties;

**ADOPTED**  
FEBRUARY 25, 2025

**Resolved** that the Butler County Board of Commissioners has taken the request to amend a contract into consideration and does hereby approve and will execute same; be it further

**Resolved** that the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, which resulted in those formal actions, were in meetings open to the public in compliance with the law.

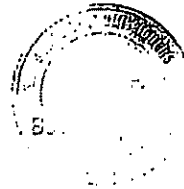
Commissioner Carpenter moved for the adoption of the foregoing resolution, Commissioner Rogers seconded the motion and upon call of the roll, the vote resulted as follows:

**RESULT:** Adopted  
**AYES:** Donald Dixon, T.C. Rogers, Cindy Carpenter

**State of Ohio, County of Butler,** on this 25th day of February, 2025, the Clerk of the Board does hereby certify that 25-02-00285 is a true, exact, complete and unaltered electronic record of the Butler County Board of Commissioners.

*Nirali Desai*

Nirali Desai, Deputy Clerk of the Board



# EXHIBIT F

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

<b>1. Agreement No.</b> 14-61-0090	<b>2. Effective Date</b>	<b>3. Facility Code(s)</b> 2GP	<b>4. Modification No.</b> 4	<b>5. UEI No.</b> L83CVXMKRN9
<b>6. Issuing Federal Agency</b>  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		<b>7. Local Government</b>  Butler County Correctional Complex 705 Hanover St. Hamilton, OH 45011		
<b>8. Appropriation Data</b> 15X1020	<b>9. Per-Diem Rate</b> \$68.00	<b>10. Guard/Transportation Hourly Rate</b> \$36.00 (Medical, Court, Jail-to-Jail, Air-lift (JPATS) & VTC) Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate		
<b>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</b>  The purpose of this modification is to:  1. Add US Immigration and Customs Enforcement (ICE) as an authorized rider to the Intergovernmental Agreement (IGA) listed in Block #1.  The local government shall prepare and submit for certification and payment, original and separate invoices each month to addresses listed below:  U.S. Immigration and Customs Enforcement Enforcement and Removal Operations Detroit Field Office 985 Michigan Avenue, Suite 207 Detroit, Michigan 48226 (313) 771-6601  <b>NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS CHANGE</b>				
<b>12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:</b>				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
<b>13. APPROVALS</b>				
<b>A. LOCAL GOVERNMENT</b>  _____ <i>Signature</i>  _____ TITLE DATE		<b>B. FEDERAL GOVERNMENT</b>  _____ <i>Signature</i>  Assistant Chief, Intergovernmental Agreements _____ TITLE DATE		

# EXHIBIT G

U. S. Department of Justice  
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No. 14-61-0090	2. Effective Date June 1, 2021	3. Facility Code(s) 2GP	4. Modification No. Two (2)	5. DUNS No. 06-170-6040
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 <sup>rd</sup> Floor Washington, DC 20530-0001		7. Local Government  Butler County Correctional Complex 705 Hanover Street Hamilton, OH 45011  Tax ID#: 31-6000061		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$68.00	10. Guard/Transportation Hourly Rate \$35.00 (VTC services at this rate) <i>Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.</i>		
11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  The purpose of this modification is to add the Federal Bureau of Prisons (BOP), the First Step Act (see page 2) and replace Hold Harmless language (see page 2) to the current IGA listed in BLOCK 1. The local government shall prepare and submit for certification and payment, original and separate Invoices each month to the address below:  Federal Bureau of Prisons Community Corrections Office 36 E. 7 <sup>th</sup> Street, Room 2107A Cincinnati, OH 45202-4458 (614) 684-2603  NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS MODIFICATION				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT  <i>Cindy Carpenter</i> Signature  Commissioner TITLE 7-8-21 DATE		B. FEDERAL GOVERNMENT  TIFFANI EASON Signature Assistant Chief, IAB TITLE DATE <small>Digitally signed by TIFFANI EASON DN: cn=TIFFANI EASON, o=U.S. MARSHALS SERVICE, ou=U.S. MARSHALS SERVICE, email=TEASON@usmarshalservice.gov</small>		

Approved as to form only.

*Robert L. Fitzgerald* Chief Assistant Prosecuting Attorney

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

Agreement Number: 14-61-0090	Page <u>2</u> of <u>2</u>
<p><b>The First Step Act</b></p> <p>Refer local government facility operations and administrations to:</p> <ol style="list-style-type: none"><li>1. Section 613 of <u>Public Law 115-391 the FIRST STEP Act of 2018</u> and <u>18 USC 5043</u> with respect to any USMS juveniles in custody.</li><li>2. Section 301 of <u>Public Law 115-391 the FIRST STEP Act of 2018</u> and that pursuant to USMS policy that these requirements have been adopted for all pregnant USMS prisoners, regardless of status.</li></ol> <p><b>Hold Harmless</b></p> <p>The U.S. Marshals Service (USMS) shall assume liability for claims and liability for damages arising out of the acts, omissions, or negligence of the agents of the USMS, acting within the scope of their employment, concerning (1) the performance of this Agreement or (2) the failure of the agents of the USMS, acting within the scope of their employment, to observe and abide by any of the terms and conditions of this Agreement. This assumption of liability is coextensive with and in accordance with the Federal Tort Claims Act (FTCA) 28 U.S.C. Sections 2671-2680. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the FTCA and applicable Federal and State law.</p> <p>To the extent permitted by Federal law and the Laws of the State of Ohio, Local Government assumes responsibility for claims and damages arising out of the acts, omissions, or negligence of themselves and/or their respective employees acting within the scope of their employment, concerning (1) the performance of this Agreement and/or (2) the failure of the Local Government and/or their employees, acting within the scope of their employment, to observe and abide by any of the terms and conditions of this Agreement.</p> <p style="text-align: center;"><b>NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS MODIFICATION</b></p>	

Agreement Number 14-61-0090

### **Authority**

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and BUTLER COUNTY JAIL (hereinafter referred to as "Local Government"), who hereby agree as follows:

### **Purpose of Agreement and Security Provided**

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the BUTLER COUNTY JAIL, 129 COURT STREET, HAMILTON, OH 45011 (hereinafter referred to as "the Facility") designated in #6 page 1.

The population (hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their Immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Federal Performance Based Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

### **Period of Performance and Termination**

This Agreement is effective upon the date of on page 1 in block #2 and signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Agreement Number 14-61-0090

### **Assignment and Outsourcing of Jail Operations**

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

### **Medical Services**

The Local Government shall provide Federal detainees with the same level and range of care inside the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided inside the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided outside the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider not the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All outside medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards ([www.usmarshals.gov/prisoner/standards.htm](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with the Federal Performance Based Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

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TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

#### Affordable Care Act

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act, The Affordable Care Act website is located at <http://www.hhs.gov/healthcare/about-the-aca/index.html>.

#### Receiving and Discharge of Federal Detainees

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

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**Optional Guard/Transportation Services to Medical Facility**

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

**Optional Guard/Transportation Services to U.S. Courthouse**

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

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**Optional Guard Services to VideoTeleconference Hearings within Facility**

If Other (VideoTeleconference Hearings) in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal detainees housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VideoTeleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a detainee before the court.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request.

**Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #12 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

**Special Notifications**

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable

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costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

#### **Restrictive Housing and Suicide Prevention**

The Local Government shall have written policies, procedures, and practices requiring that all detainees in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than 40 minutes apart, on an irregular schedule. Detainees who are violent or mentally ill or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal detainees are under constant observation.

The Local Government shall immediately notify the concerned Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. The report shall be submitted to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

For the purposes of this Agreement, "restrictive housing" means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this Agreement, "vulnerable population" means juveniles and individuals with serious mental illness.

#### **Prison Rape Elimination Act (PREA)**

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

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### Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <https://www.dol.gov/agencies/whd/government-contracts/service-contracts>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #14 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

### Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #11 on page (1) of this agreement, and shall not be subject to adjustment on the basis of BUTLER COUNTY JAIL's actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for thirty-six (36) months. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six(36) months, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

**Billing and Financial Provisions**

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

**United States Marshals Service  
South District of Ohio  
85 Marconi Blvd, Room 460  
Columbus, OH 43215  
(614) 469-5540**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

**Payment Procedures**

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

**Hold Harmless**

(See Hold Harmless clause on page 2.)

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### **Disputes**

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will 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.

### **Inspection of Services**

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Federal Performance Based Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services.

### **Modifications**

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

### **Litigation**

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

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## Rape Elimination Act Reporting Information

### SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

### Definitions

#### A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and/or communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

#### B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

#### C. Staff Sexual Misconduct Is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

### Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

### Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

### Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

### Report All Assaults!

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If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the  
Federal Detention Trustee  
Washington, DC

Published February 2008

# EXHIBIT H

August 26, 2025

The Honorable Michael T. Gmoser  
Butler County Prosecuting Attorney  
315 High Street, 11th Floor  
Hamilton, OH 45012

SYLLABUS:

2025-015

1. The board of county commissioners may enter into an agreement with federal immigration authorities, on behalf of the sheriff, to detain aliens subject to removal in the county jail. The sheriff, however, does not have independent contracting authority for this purpose.
2. If a contract with federal immigration authorities is in place, the 48-hour limit on detention on the basis of a detainer does not apply. An alien subject to detention under federal immigration law may be detained "pending a decision on whether the alien is to be removed from the United States," 8 U.S.C. §1226(a), or longer if the person is ordered to be removed.
3. The terms of the contract with federal immigration authorities, including any agreement under 8 U.S.C. §1103(a)(11) or 1357(g)(1), would determine whether the sheriff or deputy sheriffs may transport aliens detained for violations of immigration law.



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August 26, 2025

OPINION NO. 2025-015

The Honorable Michael T. Gmoser  
Butler County Prosecuting Attorney  
315 High Street, 11th Floor  
Hamilton, OH 45012

Dear Prosecutor Gmoser:

You requested my opinion on the following question:

Does a county sheriff, or a county board of commissioners on behalf of a sheriff, have statutory authority to enter into an agreement with federal immigration authorities which would allow for the incarceration, and possible transportation of aliens detained, at a county jail for civil violations of federal immigration law beyond a 48 hour hold?

For the reasons that follow, I find that the board of county commissioners may enter an agreement with federal immigration authorities, on behalf of the sheriff, to detain aliens (*i.e.*, noncitizens) subject to removal

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from the United States in the county jail, and, if a contract is in place, the 48-hour limit on holding aliens in custody on the basis of a detainer does not apply. The terms of the contract with federal immigration authorities would determine whether the sheriff or his deputies may transport such detainees for medical purposes, court appearances, or between detention facilities.

The term "alien," as used in this opinion and federal law, means "any person not a citizen or national of the United States." 8 U.S.C. §1101(a)(3). For purposes of this opinion, the term "subject to removal" includes both aliens who are detained pending a decision on whether to be removed and aliens who are subject to a final removal order. *See* 8 U.S.C. §§1226 and 1231.

## I

Before I answer your question, I pause for two remarks on my authority to advise on this matter. Though I am "not empowered to provide authoritative interpretations of federal law," I can "advise county prosecuting attorneys as to the extent of the official duties of county officials." (Citations omitted.) 1989 Ohio Atty.Gen.Ops. No. 89-001, at 2-1, fn. 1. Because your questions concern the powers and duties of the county sheriff and board of county commissioners, it is appropriate for me to advise on this matter.

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Second, this opinion is focused on a narrow question: whether the law permits a county to enter a contract with federal immigration authorities to detain aliens in the county jail for violations of immigration law and removal proceedings. It does not decide whether any particular individual should be subject to detention for civil violations of federal immigration law. Only federal immigration authorities and, ultimately, the courts may make such determinations. Thus, "it is inappropriate for me to use the opinion-rendering function to make findings of fact or determinations as to the rights of particular individuals." 1986 Ohio Atty.Gen.Ops. No. 86-076, at 2-422.

## II

Immigration in the United States is governed by the Immigration and Naturalization Act, 8 U.S.C. §1101 *et seq.* See also U.S. Const., art. I., § 8, cl. 4 (authorizing Congress to "establish a uniform Rule of Naturalization"). The federal government has "broad, undoubted power over the subject of immigration and the status of aliens." *Arizona v. United States*, 567 U.S. 387, 394 (2012). As explained in 2007 Ohio Atty.Gen.Ops. No. 2007-018, at 2-176, Title 8 of the United States Code "establishes procedures for granting immigrant status, admission qualifications for aliens, procedures for detaining, deporting, and removing aliens, and the manner in which aliens may become naturalized citizens of the United States."

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Several federal agencies oversee the enforcement of immigration law. Primary responsibility is vested with the Department of Homeland Security (DHS) and the U.S. Attorney General. *See* 6 U.S.C. §202 and 8 U.S.C. §1103. The Attorney General oversees the immigration court system. *See* 8 U.S.C. §1229a(b). Within DHS, enforcement duties are divided between Customs and Border Patrol (CBP), Immigration and Customs Enforcement (ICE), and U.S. Citizenship and Immigration Services (USCIS). *See* 6 U.S.C. §§211, 252, and 271.<sup>1</sup>

An alien may “be removed [from the United States] if the alien is within one or more . . . classes of deportable aliens” described in 8 U.S.C. §1227. “Removal is a civil, not criminal, matter.” *Arizona*, at 396. Removal proceedings can be triggered by a criminal act or civil violation of immigration law. Based on an administrative warrant, an immigration officer may arrest and detain an alien “pending a decision on whether the alien is to be removed.” 8 U.S.C. §1226(a); *see also* 8 U.S.C.

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<sup>1</sup> Many provisions of the Immigration and Naturalization Act still reference the U.S. Attorney General as the authority for enforcing immigration law. However, unless context indicates otherwise, statutory references to the Attorney General are deemed by operation of 6 U.S.C. §557 to refer to the DHS Secretary. *See also* 6 U.S.C. §251 (regarding the transfer of authority and responsibilities to DHS).

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§1357(a)(2) (regarding warrantless arrests). “Detention during those proceedings gives immigration officials time to determine an alien’s status without running the risk of the alien’s either absconding or engaging in criminal activity before a final decision can be made.” *Jennings v. Rodriguez*, 583 U.S. 281, 286 (2018).

If an alien arrested by immigration officers has not been involved in any criminal activity, the alien may be released on bond or conditional parole. 8 U.S.C. §1226(a). With only a few exceptions, however, an alien who has engaged in criminal activity must be taken into custody pending removal. 8 U.S.C. §1226(c). Within the last year, Congress amended the law to require the detention of illegal aliens who are arrested, charged, or convicted of “burglary, theft, larceny, shoplifting, or assault of a law enforcement officer offense, or any crime that results in death or serious bodily injury to another person.” *See* Laken Riley Act, Pub. L. No. 119-1, 139 Stat. 3 (2025).

DHS must “arrange for appropriate places of detention for aliens detained pending removal or a decision on removal.” 8 U.S.C. §1231(g)(1). 8 U.S.C. §1103(a)(11)(A) authorizes DHS to “make payments from funds appropriated for the administration and enforcement of the laws relating to immigration, naturalization, and alien registration for necessary clothing, medical care, necessary guard hire, and the

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housing, care, and security of persons detained by the Service pursuant to Federal law under an agreement with a State or political subdivision of a State.” Furthermore, “the chief executive officer of a State (or, if appropriate, a political subdivision of the State) exercising authority with respect to the incarceration of an undocumented criminal alien” may enter a contract for compensation with respect to that detention. 8 U.S.C. §1231(i)(1).

To fulfill this obligation, the Secretary of Homeland Security, on behalf of ICE, may enter contracts with state and local political subdivisions for space to hold aliens in detention pending removal. See 8 U.S.C. §1103(a)(11); 48 C.F.R. §3017.204. An agreement between ICE and a political subdivision is sometimes executed as an amendment to an existing intergovernmental agreement with the U.S. Marshals Service. See 18 U.S.C. §§4002 and 4013; see also United States Government Accountability Office, *Report on Immigration Detention*, <https://www.gao.gov/assets/gao-21-149.pdf> (accessed Aug. 26, 2025) [<https://perma.cc/8VV2-ZVZX>].

Separately, 8 U.S.C. §1357(g)(1) allows DHS to enter agreements with states or political subdivisions to qualify officers “to perform a function of an immigration officer in relation to the investigation, apprehension, or *detention* of aliens in the United States (including the *transportation* of such aliens across State lines

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to detention centers) . . . at the expense of the State or political subdivision and to the extent consistent with State and local law." (Emphasis added.) To participate in such activities, an officer or employee of the state or a political subdivision must "have knowledge of, and adhere to, Federal law relating to the function" and "have received adequate training regarding the enforcement of relevant Federal immigration laws." 8 U.S.C. §1357(g)(2). All such activities are "subject to the direction and supervision of the [DHS Secretary]." 8 U.S.C. §1357(g)(3).

Federalism plays an important role, too. Federal officials may not compel state officials to enforce federal immigration law. See *Printz v. United States*, 521 U.S. 898, 935 (1997) ("The Federal Government may neither issue directives requiring the States to address particular problems, nor command the States' officers, or those of their political subdivisions, to administer or enforce a federal regulatory program."); see also *City of El Cenizo v. Texas*, 890 F.3d 164, 178 (5th Cir. 2018). Nonetheless, a state or local government may choose to cooperate in this endeavor. Along those lines, the Ohio General Assembly adopted R.C. 9.63 to require cooperation with lawful requests for assistance during a federal immigration investigation "to the extent that the request is consistent with the doctrine of federalism." See R.C. 9.63(A). This law does not compel county officials to enter any agreements with federal immigration

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authorities for use of the county jail, but it reflects the State's general policy of promoting such cooperation.

\* \* \*

Your question references the detention of aliens on behalf of ICE "beyond a 48 hour hold." This refers to detention on the basis of a "detainer," which is limited to 48 hours by 8 C.F.R. §287.7(d). According to 8 C.F.R. §287.7(a), "A detainer serves to advise another law enforcement agency that [DHS] seeks custody of an alien presently in the custody of that agency, for the purpose of arresting and removing the alien." One of my predecessors advised that "[u]nder 8 C.F.R. §287.7(d), a county sheriff may detain an alien on the basis of a detainer issued by the United States Immigration and Customs Enforcement Office for a period not to exceed 48 hours, excluding Saturdays, Sundays, and holidays in order to permit assumption of custody by federal immigration officials even though Ohio law otherwise would require that the alien be released from custody." 2007 Ohio Atty.Gen.Ops. No. 2007-018, at paragraph three of the syllabus. I find no reason to disagree with that conclusion.

2007 Ohio Atty.Gen.Ops. No. 2007-018 did not, however, address other types of civil detention, such as detention of an alien subject to removal pursuant to a contract with ICE. The distinction in type of detention, and the legal basis of each, is significant. Detention

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*pursuant to a detainer* serves the limited purpose of enabling a transfer of custody from a state or local jurisdiction to ICE when the individual is already detained by the state or local authority for a criminal offense. The 48-hour limitation applies to this type of detention. 8 C.F.R. §287.7(d).

Your question, however, concerns detention of aliens who are already under ICE's custody for purposes of removal. As previously explained, federal law allows ICE to enter an agreement with a state or political subdivision, such as the county, to provide "housing, care, and security" for aliens detained by ICE. 8 U.S.C. §1103(a)(11). Such detention is not limited to 48 hours. *Id.*; *see also* 8 U.S.C. §1231(g)(1). Rather, when an alien is arrested for violations of immigration law, the alien may be detained for civil removal proceedings "pending a decision on whether the alien is to be removed from the United States." 8 U.S.C. §1226(a); *see also Jennings v. Rodriguez*, 583 U.S. 281, 303-304. If the alien is ordered to be removed, detention could last until the person is deported. *See* 8 U.S.C. §1231(a); *but see Zadvydas v. Davis*, 533 U.S. 678 (2001) (concerning what constitutes a reasonable removal period).

### III

With a basis established in federal law for housing aliens subject to removal in local detention facilities, I next address whether *state* law authorizes a county

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sheriff, or a county board of commissioners on behalf of the sheriff, to enter into such agreements. County officials are creatures of statute and have "only those powers which are expressly provided by statute and those necessarily implied therefrom." 1986 Ohio Atty.Gen.Ops. No. 86-105, at 2-575.

Under R.C. 311.29, the sheriff may enter agreements with certain political subdivisions (municipalities, townships, school districts, etc.) to provide police services. See 1980 Ohio Atty.Gen.Ops. No. 80-018; 1995 Ohio Atty.Gen.Ops. No. 95-004. The board of county commissioners, however, is responsible for contracts involving the operations of a county jail. See R.C. 341.20 (contracts for food, medical services, and other programs or services for prisoners and other persons placed in the sheriff's charge); R.C. 9.07 and 341.21 (contracts to hold persons charged with or convicted of a federal crime); and R.C. 341.35 (contract for private operation and management of a jail); see also 1986 Ohio Atty.Gen.Ops. No. 86-105, at paragraph one of the syllabus ("a county sheriff is not authorized to contract under R.C. 311.29 in order to receive jail services from another county").

"Courts have consistently held that the board of county commissioners has general contracting authority for the county." 2024 Ohio Atty.Gen.Ops. No. 2024-006, Slip Op. at 8; 2-44, citing *Am. Fedn. of State, Cty. & Mun. Emps. v. Polta*, 59 Ohio App.2d 283, 286 (6th

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Dist. 1977) ("It is the province of the board of county commissioners to make contracts for the county, and no other officer can bind the county by contract, unless by reason of some express provision of law."). The board of county commissioners "is the representative and guardian of the county, having the management and control of its property and financial interests, and has exclusive and original jurisdiction over all matters pertaining to county affairs, except in respect to matters the cognizance of which is exclusively vested in some other officer or person." *Dall v. Cuyahoga Cty. Bldg. Com.*, 24 Ohio Dec. 9, 11 (C.P. 1913); accord *Levy Court v. Coroner*, 69 U.S. 501, 507-508 (1865). See also 1977 Ohio Atty.Gen.Ops. No. 77-093, at 2-314 (noting that the county sheriff and board of county commissioners may act "in concert" even though the contracting authority at issue resides with the county commissioners).

No law authorizes the county sheriff to unilaterally enter a contract with federal immigration authorities. A board of county commissioners, however, is authorized under R.C. 307.85(A) to enter contracts with the federal government for cooperation in federal programs. According to that provision, "[t]he board of county commissioners of any county may participate in, give financial assistance to, and cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the congress of the United States . . . and for

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such purpose may adopt any procedures and take any action not prohibited by the constitution of Ohio nor in conflict with the laws of this state.”

In several prior opinions, my predecessors have found R.C. 307.85(A) to be a sufficient basis for county commissioners to contract with the federal government for participation in federal programs and receive federal funds. See 1982 Ohio Atty.Gen.Ops. No. 82-005, 1984 Ohio Atty.Gen.Ops. No. 84-038, 1991 Ohio Atty.Gen.Ops. No. 91-028, and 2004 Ohio Atty.Gen.Ops. No. 2004-016; *but see* 2025 Ohio Atty.Gen.Ops. No. 2025-009 (regarding a federal law that required more specific enabling legislation). Likewise, R.C. 307.85 allows county commissioners to enter agreements with federal immigration authorities to hold detained aliens in the county jail, pursuant to the DHS “detention and removal program” under 6 U.S.C. §251(2) and 8 U.S.C. §1103(a)(11), as long as the contract does not require a county to perform acts in conflict with state law.

#### IV

Having identified R.C. 307.85 as a basis for the county commissioners’ contracting authority, I now answer whether housing aliens subject to removal in a county jail is compatible with state law. It is.

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The county sheriff is in “charge of the county jail and all persons confined therein. He shall keep such persons safely, attend to the jail, and govern and regulate the jail according to the minimum standards for jails in Ohio promulgated by the department of rehabilitation and correction.” R.C. 341.01. Those standards encompass a wide range of topics, including booking procedures, the classification and separation of inmates, health services and sanitation, security, and disciplinary procedures. *See* R.C. 5120.10; Adm.Code 5120:1-8. State and local detention facilities that contract with federal immigration authorities are subject to additional minimum standards of care. *See* 8 C.F.R. §235.3(e); *see also* U.S. Immigration and Customs Enforcement, *2025 National Detention Standards*, <https://www.ice.gov/doclib/detention-standards/2025/nds2025.pdf> (accessed Aug. 26, 2025) [<https://perma.cc/KDC8-WUKH>].

The Department of Rehabilitation and Correction’s minimum standards require a jail to document that “[a]ll inmates are legally committed to the jail,” including the “[a]uthority for commitment.” Adm.Code 5120:1-8-01(A) and (C)(4). Although there must be a specific legal basis for detention in the county jail, no statute expressly limits such confinement to persons charged with or convicted of a crime. In fact, R.C. 341.12, which relates to transferring inmates to another county jail due to inadequate space or staffing, references an additional class of persons who are “in

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custody upon civil process." In addition, R.C. 341.20 authorizes a board of county commissioners to contract for programs or services "necessary for the care and welfare of prisoners *and other persons placed in the sheriff's charge.*" (Emphasis added.)

State law separately authorizes civil detention in several instances. For example, a person may be jailed for civil contempt of court with an opportunity for release upon compliance with the court's order. R.C. 2705.05 and 2705.06; *State v. Kilbane*, 61 Ohio St.2d 201 (1980). Another example is that "an order to pay child support may be enforced by means of imprisonment through contempt proceedings." *Cramer v. Petrie*, 70 Ohio St.3d 131 (1994), at syllabus; see R.C. 2705.031. And a person may be committed to jail for failure to comply with a judgment for the payment of money, particularly for fraudulent evasion of payment, although not for the debt itself. See R.C. Ch. 2331; Ohio Const., art. I, §15; see also *Akron v. Mingo*, 169 Ohio St. 511 (1959) (discussing privilege from civil arrest under R.C. 2331.11).

Ohio law does not expressly address civil detention for violations of immigration law because that lies in federal law. Nonetheless, civil detention for violations of immigration law is not prohibited either. Local officials' authority to confine such persons in a county jail would derive, instead, from a lawful agreement with federal immigration authorities to detain aliens

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subject to removal from the United States. See 8 U.S.C. §§1103(a)(11), 1226, 1231(g)(1), and 1357(g)(1).

V

Two Ohio statutes address the housing of federal prisoners in local detention facilities. As explained in a prior attorney general opinion, "R.C. 9.07(C)(1) authorizes a board of county commissioners to enter into a contract with an out-of-state jurisdiction to house out-of-state prisoners in a county correctional facility." 2010 Ohio Atty.Gen.Ops. No. 2010-004, paragraph one of the syllabus. According to the definition in statute, an "out-of-state prisoner" includes "a person who is convicted of a crime in another state or under the laws of the United States." R.C. 9.07(A)(6). This provision must be read together with R.C. 341.21(A), which provides that:

The board of county commissioners may direct the sheriff to receive into custody prisoners charged with or convicted of crime by the United States, and to keep those prisoners until discharged.

The board of the county in which prisoners charged with or convicted of crime by the United States may be so committed may negotiate and conclude

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any contracts with the United States for the use of the jail as provided by this section and as the board sees fit.

*See* 2010 Ohio Atty.Gen.Ops. No. 2010-004, at 2-27. A person in the custody of a county jail pursuant to an agreement under R.C. 9.07(C)(l) and R.C. 341.21(A) may be both convicted of a federal crime *and* later subject to removal proceedings. *See* 8 U.S.C. §1226(c). Your question, however, concerns the detention of aliens for *civil violations* of federal immigration law that trigger removal proceedings.

2007 Atty.Gen.Ops. No. 2007-018 concluded that “R.C. 341.21(A) does not authorize a board of county commissioners to direct the county sheriff to receive into his custody aliens who are being detained by the United States Immigration and Customs Enforcement Office for deportation purposes when the aliens have not been charged with, or convicted of, a crime by the United States.” *Id.* at paragraph two of the syllabus. I agree with my predecessor that “[t]he plain language of R.C. 341.21(A) is limited to situations in which a prisoner has been ‘charged with or convicted of crime by the United States.’” *Id.* at 2-183. However, that does not provide a basis for the opinion’s next statement: “Because R.C. 341.21 expressly lists the situations in which a board of county commissioners may direct the county sheriff to receive federal prisoners into his custody, the board may not direct the sheriff to receive

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federal prisoners into his custody in other situations.” *Id.* at 2-183 (relying on the canon that “the expression of one or more things implies the exclusion of those not identified.”). Unfortunately, 2007 Atty.Gen.Ops. No. 2007-018 failed to address other statutes, in both federal and state law, that authorize such an agreement with immigration authorities. *See above* at Parts II and III. In that regard, its analysis is both overbroad and falls short. It presumes R.C. 341.21 is the sole basis for detention of federal prisoners or alien detainees while failing to consider other sources of authority. Consequently, that aspect of the opinion, which is not part of its syllabus, does not provide a reliable basis for answering the questions you now raise. (Modifying 2007 Atty.Gen.Ops. No. 2007-018 in part.)

In summary, local officials may cooperate with the federal government and provide jail space for aliens subject to removal pursuant to a contract between the county commissioners and federal immigration authorities. The terms of the contract would determine whether the sheriff or deputy sheriffs may transport such detainees for medical services, court appearances, or between detention facilities. *See* R.C. 307.85(A); 8 U.S.C. §§1103(a)(11) and 1357(g)(1).

#### Conclusion

Accordingly, it is my opinion, and you are hereby advised that:

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1. The board of county commissioners may enter into an agreement with federal immigration authorities, on behalf of the sheriff, to detain aliens subject to removal in the county jail. The sheriff, however, does not have independent contracting authority for this purpose.
2. If a contract with federal immigration authorities is in place, the 48-hour limit on detention on the basis of a detainer does not apply. An alien subject to detention under federal immigration law may be detained "pending a decision on whether the alien is to be removed from the United States," 8 U.S.C. §1226(a), or longer if the person is ordered to be removed.
3. The terms of the contract with federal immigration authorities, including any agreement under 8 U.S.C. §1103(a)(11) or 1357(g)(1), would determine whether the sheriff or deputy sheriffs may transport aliens detained for violations of immigration law.

Respectfully,



DAVE YOST  
Ohio Attorney General