

MEMORANDUM OF UNDERSTANDING

Between

United States Border Patrol, Houlton Sector, and Franklin County Sheriff's Office

Pursuant to the authority contained in 8 C.F.R. § 287.5, this Memorandum of Understanding (Agreement) is entered into between U.S. Customs and Border Protection (CBP), U.S. Border Patrol, Houlton Sector (USBP), and the Franklin County Sheriff's Office (FCSO) (collectively, the Parties).

I. Purpose:

The Parties establish this Agreement to allow USBP to house federal detainees at the Franklin County Detention Center (Detention Center) and to establish guidelines for housing, tracking, billing, and medical procedures concerning these detainees.

II. Responsibilities:

The Parties agree as follows:

A. FCSO agrees to accept and provide for the secure custody, safekeeping, housing, subsistence, and care of federal detainees in accordance with applicable state, local, and federal laws, standards, regulations, policies, and court orders, including CBP's Transport, Escort, Detention, and Search (TEDS) policy.

B. Detainee Information & Intake:

- USBP shall notify FCSO as early as possible regarding the number, sex, and medical conditions of detainees to be housed at the Detention Center. Detainees shall be subject to all applicable intake requirements, including medical clearance prior to admission, as necessary.
- The Detention Center will not accept detainees if the current census or available staffing makes it impossible, particularly if more than four detainees are presented at one time.

C. Facility Access & Documentation:

- At all times, USBP shall have access to the Detention Center and to the federal detainees housed there, and to any related records for a period of three (3) years upon request.
- FCSO will maintain logs of detainee names, times, and dates of intake, along with any other required documentation.

D. Medical Services:

- FCSO shall provide federal detainees with the full range of medical care inside the Detention Center. The level of care inside the Detention Center should be the same as that provided to state and local detainees and should meet or exceed the medical care requirements in applicable CBP policies including CBP's TEDS policy and any CBP

- medical directives. FCSO is financially responsible for all medical care provided inside the facility to federal detainees.
- FCSO must notify USBP of any medical issues requiring a federal detainee to be transported to an outside medical facility. FCSO will provide transportation and escort services for federal detainees housed at the Detention Center to an appropriate medical facility.
- USBP will bear financial responsibility for medical costs incurred for detainees transported to outside medical facilities.

E. Detainee Release:

- Any detainee held solely on a Department of Homeland Security (DHS) Immigration Detainer (Form I-247) cannot be detained beyond 48 hours unless there is a written request from USBP justifying an exemption (such as judicial holds, bureaucratic delays in transfers, or administrative reviews). If the detainee is not transferred or picked up within 48 hours, FCSO is required to release the detainee.
- Detainees booked into the Detention Center on federal charges will be permitted to be housed for a period set by FCSO.

III. Financial Responsibilities:

- The Parties agree to a billing rate of \$100 per 24-hour period for the detention of federal detainees, with billing occurring every 30 days.
- The invoice shall include the names, dates, and times of each detainee's detention, and shall be submitted to USBP for reimbursement.
- This Agreement is not a funds obligating document, and references to pricing in this section are for the purpose of establishing rates. Funds may only be obligated by a federal government official with actual authority to bind the government in contract, which shall be done through either the governmentwide purchase card or a procurement contract with a warranted contracting officer, depending on the dollar value.
- Governmentwide purchase card transactions are governed by 48 C.F.R. Subpart 13.2, including the clause at 48 C.F.R. § 52.232-39, Unenforceability of Unauthorized Obligations.

IV. Term and Modification:

- This Agreement is effective upon signature by both Parties and will remain in effect for a period of one year from the date of signature, unless terminated or modified by mutual written consent.
- The Agreement may be modified only upon mutual written consent of both Parties.

V. Suspension, Revocation, or Termination:

- This Agreement may be suspended, revoked, or terminated by either Party at any time with prior written notice. FCSO shall provide at least **30 calendar days'** notice of their intent to terminate this Agreement.

VI. Special Notifications:

- FCSO shall immediately notify USBP of any significant incidents involving detainees that could lead to litigation or criminal activity, including escapes. FCSO will make all reasonable efforts to apprehend any escapee, with costs related to such efforts borne by FCSO.

VII. Other Provisions:

- Nothing in this Agreement is intended to conflict with current law or regulation, policy, or directives of DHS, the Agency, USBP or FCSO. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.
- The Prisoner Rape Elimination Act (PREA) bulletin must be posted in each housing unit of the facility to ensure detainees are aware of their rights. All detainees have a right to be safe and free from sexual harassment and sexual assaults.

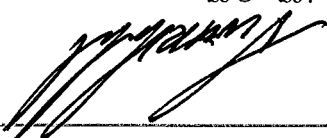
Points of Contact:

- Acting Chief Patrol Agent Craig S. Shepley, U.S. Border Patrol, Houlton Sector, (207) 532-6521
- Sheriff Scott R. Nichols, Franklin County Sheriff's Office, (207) 778-2680

AGREED TO AND APPROVED BY:

CRAIG S SHEPLEY
Digitally signed by CRAIG S SHEPLEY
Date: 2025.05.14 12:13:52 -04'00'

Craig S. Shepley
Acting Chief Patrol Agent
U.S. Border Patrol, Houlton Sector
Date

Scott R. Nichols
Sheriff
Franklin County Sheriff's Office

Date 05/16/2025