

MEMORANDUM OF UNDERSTANDING

Between

U.S. Customs and Border Protection, Area Port of Saint Albans,

United States Border Patrol, Swanton Sector,

And

State of Vermont, Department of Corrections

Pursuant to the authority contained in 19 C.F.R. § 162.6 and 8 C.F.R. § 287.5, this Memorandum of Understanding (Agreement) is entered into between U.S. Customs and Border Protection (CBP), Office of Field Operations, Boston Field Office (OFO-BFO), U.S. Border Patrol, Swanton Sector, (USBP), (together, the Agency) and State of Vermont, Department of Corrections (Vermont) (collectively, the Parties).

- I. Purpose:** The Parties establish this Agreement to allow the Agency to house federal detainees (federal detainees) with Vermont at the State of Vermont Department of Corrections, Chittenden Regional Correctional Facility, 7 Farrell Street, So. Burlington, VT 05403; Marble Valley Regional Correctional Facility, 167 State Street, Rutland VT 05701; Northern State Correctional Facility, 2559 Glen Road, , Newport VT 05855; Northeast Regional Correctional Facility, 1270 US Route 5, St. Johnsbury VT 05819; Northwest State Correctional Facility, 3649 Lower Newton Road, Swanton VT 05488; Southern State Correctional Facility, 700 Charlestown Road, Springfield VT 05156 (Facility or Facilities). The federal detainees will include individuals charged with federal offenses and detained while awaiting trial.

II. Responsibilities:

The Parties agree as follows:

- A. Vermont agrees to 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, and consistent with Federal law.
- B. All CBP officers and Border Patrol Agents transporting federal detainees will adhere to Agency policies and directives covering secure transportation, escort, and detention procedures.
- C. The Agency shall have access to the facility and to the federal detainees housed there during business hours. A 24 hour notice is required to access any records pertaining to this Agreement, including financial records, for a period going back

three (3) years from the date of request by the Agency. The records will be provided within (3) weeks of the request.

D. Overall management and operation of the facility housing federal detainees may not be contracted out without the prior express written consent of the Agency.

E. Medical Services:

- a. Vermont shall provide federal detainees with the full range of medical care available inside the detention facility. The level of care inside the facility should be the same as that provided to state and local detainees. Vermont is financially responsible for all medical care provided inside the facility to federal detainees.
- b. Vermont must notify the Agency of any medical issues requiring a federal detainee to be transported to a medical facility. Vermont will provide transportation and escort guard services for federal detainees housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal detainees admitted to a medical facility. The Agency will be liable for medical costs of subjects transported to a medical facility and ensuing treatments.

III. Points of Contact:

Brad Ripley
Assistant Area Port Director
OFO, Area Port of Saint Albans
50 South Main Street, Suite 100R
Saint Albans, Vermont, 05478
802-309-0616

Travis J. Doe
Special Operations Supervisor
USBP, Swanton Sector
155 Grand Ave.
Swanton, VT. 05488
802-868-3361

Nicole Belknap
Financial Manager

Department of Corrections
280 State Drive, NOB 2 South
Waterbury, VT 05671-2000
802-793-9042

- IV. Financial Responsibilities:** The Agency agrees to pay Vermont a fee of \$180 per night per federal detainee with monthly billing invoices.
- V. Effective Date:** This Agreement is effective on the date in which the last party signs this Agreement.
- VI. Modification:** This Agreement may be modified only upon the mutual written consent of the parties.
- VII. Suspension, Revocation and/or Termination:** The terms of this Agreement will remain in effect for one year unless terminated by the parties. This Agreement is entered into and granted with the express understanding that any party maintains the right to suspend, revoke, or terminate this Agreement as it deems necessary or appropriate for the safety and security of the parties or for any other reason. Each party must notify the other parties in writing if it intends to suspend, revoke, or terminate this Agreement. Vermont shall provide no less than 120 calendar days' notice of their intent to terminate. The termination by either OFO-BFO or USBP of their involvement in this Agreement shall not affect the Agreement between Vermont and the remaining party.
- VIII. Special Notifications:**
- a. Vermont shall notify the Agency of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.
 - b. Vermont shall immediately notify the Agency of an escape of a federal detainee. Vermont shall use all reasonable means to apprehend the escaped federal detainee and all reasonable costs in connection therewith shall be the responsibility of Vermont.
- IX. Other Provisions:**
- a. Nothing in this Agreement is intended to conflict with current law or regulation, policy, or directives, of the United States Department of Homeland Security, the

Agency, or Vermont. 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.

- b. The Facilities shall post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults.
- c. Vermont retains the ability to reasonably refuse admittance due to capacity at the time of intake at a Facility Superintendent's discretion.

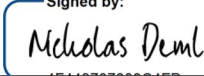
AGREED TO AND APPROVED BY:

Robert N. Garcia
Chief
U.S. Border Patrol
Swanton Sector

Date

Eileen Bigelow
Area Port Director
U.S. Customs and Border Protection
Boston Field Office

Date

Signed by:

4F443707809C4FD...
Nicholas J. Deml
Commissioner
State of Vermont
Department of Corrections

8/21/2024

Date