MEMORANDUM OF UNDERSTANDING

Between

WILMINGTON POLICE DEPARTMENT

And

U.S. CUSTOMS AND BORDER PROTECTION
PORT OF BOSTON

To house overnight detainees of US Customs and Border Protection.

Pursuant to authority contained in 19 C.F.R. 162.6 and 8 U.S.C. § 287.5, this Memorandum of Understanding ("MOU" or "Agreement") is entered into between the Wilmington Police Department (WPD) and U.S. Customs and Border Protection (CBP).

The parties hereby agree as follows:

I. PURPOSE/SCOPE

A. This Agreement is intended to establish an additional detention venue for inadmissible aliens found entering the United States through CBP Port Areas within the Port of Boston.

B. Nothing contained herein shall be construed to abrogate, impair, alter or amend any other agreement now in effect between the parties on any other subjects.

C. This Agreement supersedes any prior agreement between the parties on this same subject.

II. RESPONSIBILITIES

A. Wilmington Police Department shall:

1. Provide to CBP a contact person authorized by the Chief of Police to act as liaison with CBP and coordinate additional operational details, e.g. scheduling dates/times. The contact shall include name, title, and telephone number, and be updated as necessary. At the time of signature, the WPD has identified the following contact person(s):

Name **Robert Richter**
Title **Deputy Chief of Police**
Phone ***978-658-7988 x 216***

2. Identify the areas in the jail that can be utilized.
3. Provide CBP with any necessary training on in/out processing procedures to streamline the transfer process and minimize CBP's impact on WPD operations.

B. CBP shall:

1. Ensure that CBP Officers transporting CBP Detainees adhere to CBP's Directive covering secure detention transport and escort procedures at ports of entry.

2. Ensure Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO) is notified, when appropriate, for ICE ERO pickup/processing of detainees located at WPD to be turned over to ICE ERO.

3. Provide relevant CBP Training to WPD (e.g., CBP authority, fraudulent document detection, etc.) if requested by WPD.

4. Provide to the WPD CBP contact persons authorized to act as liaison with the WPD and coordinate additional operational details, e.g. scheduling dates/times. The list shall include names, titles, and telephone numbers, and be updated as necessary. At the time of signature, CBP has identified the following contact person(s):

Names:	Carl Shane Campbell	Elmer A. Jarava
Titles:	Asst. Area Port Director, Tactical	Asst. Area Port Director, Passenger
Numbers:	617-269-6404 x 100	617-568-1810 x 2400
Email:	carl.s.campbell@cbp.dhs.gov	Elmer.Jarava@dhs.gov

CBP 24/7 telephone is 617-568-1810 at Boston Logan International Airport or 1-800-X-SECTOR.

III. PROCEDURES

A. The parties' contact persons shall establish the dates and times for each MOU maintenance meetings, as well as coordinate other appropriate operational details.

B. Each party's contact person shall provide notice to the other party as soon as practicable after circumstances arise that would prevent a detainee from being housed.

IV. GENERAL PROVISIONS

A. Availability
1. CBP agrees to call WPD prior to transporting a detainee to WPD to ensure that space is available to house a detainee.

B. Period of Agreement/Termination:

1. This Agreement shall become effective upon the date of last signature of the authorized officials for both parties, as designated below, and shall remain in effect for 3 years unless terminated sooner by mutual written consent or by either party upon 60 days advanced written notice to the other party.

2. This Agreement shall remain in effect during the term in office of any succeeding leadership of the parties, unless terminated or modified, as provided herein.

C. Modified Procedures: Either party may propose to modify or extend this Agreement at any time. All proposed modifications or extensions shall be in writing and shall become effective only upon the written concurrence of both parties.

D. Financial Responsibilities:

1. CBP agrees to pay the WPD a fee of $50 per night per detainee with quarterly billing cycles set to match each quarter of the Federal fiscal year.
   a. Quarter 1 = October 1 – December 31
   b. Quarter 2 = January 1 – March 31
   c. Quarter 3 = April 1 – June 30
   d. Quarter 4 = July 1 – September 30

E. Liability/Indemnification:

1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to them pursuant to federal law. Neither party agrees to insure, defend, or indemnify the other party.

2. Each party shall cooperate with the other party in the investigation and resolution of administrative actions and/or litigation arising from conduct related to the responsibilities and procedures addressed herein.

3. Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party, e.g., a natural or man-made disaster.

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

G. Third Party Claims: This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

H. Medicals: WPD will notify CBP of any medical issues requiring a detainee to be transported to a medical facility. CBP will be liable for medical costs of subjects transported to a medical facility and ensuing treatments.

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IN WITNESS WHEREOF, the undersigned, duly authorized officers have subscribed their names on behalf of the St. Lawrence County Sheriff's Office and the U.S. Customs and Border Protection:

Helen Sterling, Area Port Director
Area Port of Boston
U.S. Customs and Border Protection

9/24/14
Date

Michael Begonis, Chief of Police
Wilmington Police Department
Wilmington, MA

9/22/14
Date