



CUMBERLAND COUNTY SHERIFF'S OFFICE

- Kevin J. Joyce
SHERIFF
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CHIEF DEPUTY

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INMATE HOUSING MEMORANDUM OF UNDERSTANDING

This Agreement describes a relationship between Oxford County and Cumberland County during the period of boarding Oxford County inmates and Cumberland County based on their classification housing status up to (10) inmates which includes new arrests.

This Agreement, is effective April 1, 2024 to April 1, 2025, is made by and between the Sheriff of Cumberland County, Maine and the Cumberland County Commissioners (hereinafter referred to as "CUMBERLAND"), and the Sheriff of Oxford County, Maine and Oxford County Commissioners, Maine (hereinafter referred to as "OXFORD").

WHEREAS, Oxford has a need to provide housing for its jail inmates under the following classifications: male medium /minimum protective custody, female medium/minimum and new arrests. WHEREAS, Cumberland is willing to provide housing for Oxford's jail inmates. WHEREAS, Oxford new arrests will also be boarded at CCJ until there initial judicial appearance is completed virtually and subsequently transferred to another facility.

NOW, THEREFORE, for the consideration set forth herein, Cumberland and Oxford agree as follows:

ARTICLE I - PURPOSE

The purpose of this Agreement is to establish the terms by which Oxford's jail inmates will be housed at the Cumberland County Jail (CCJ) during the period set forth in this Agreement.

ARTICLE 2 - TERM

This agreement is effective as of April 1, 2024 and will continue expiring at midnight on April 1, 2025.

ARTICLE 3 - SERVICES

1. CCJ will provide necessary medical, psychiatric, dental and pharmacy services for all boarded inmates housed these facilities during the term of this Agreement. All Oxford

boarded inmates shall be entitled to participate in the same Programs and Re-Entry Services which are provided to inmates at CCJ.

Pre-Trial service providers will work with facility staff and will have access to Oxford inmate records to make appropriate judgments for pre-trial contracts and other services for all boarded inmates.

- a. CCJ shall notify the Oxford County Jail Administrator at least twenty-four (24) hours prior to transport of a boarded inmate to a medical, psychiatric or dental provider outside for hospital, medical or psychiatric outside services.
 - b. When it is necessary to transport a boarded inmate for emergency medical, dental or psychiatric services, CCJ will notify the Oxford County Jail Administrator as soon as possible.
 - c. Oxford will be responsible for payment of any medical, dental or psychiatric services for their respective inmates housed at CCJ.
 - d. Oxford will be responsible for payment of a fee to Cumberland of \$36.00 an hour for one-person hospital details and \$72.00 an hour for two-person hospital details once an Oxford inmate is admitted to the hospital. Oxford will responsible to provide staffing after (8) eight hours of a hospital detail is established for an Oxford bordered inmate.
 - e. The Cumberland Jail Administrator shall keep records for all medical, psychiatric and dental services provided to a boarded Oxford inmate while the inmate is in the custody of CCJ.
 - d. The Oxford Jail Administrator will be responsible for Justice Court Order adherence and accommodations for Oxford inmates boarded at CCJ within this agreement. In addition Oxford will provide an OCJ staff member for Oxford inmate virtual judicial proceedings at CCJ.
2. Upon transfer of custody of an Oxford inmate to a boarded facility (CCJ), it shall be the holding facility's responsibility to:
- a. Confine, supervise, discipline and control the inmate in accordance with its rules, regulations and applicable Maine law.
 - b. Administer the inmate's sentence pursuant to the order of the committing court and applicable Maine law.
 - c. Calculate good time and release dates for inmates.
 - d. Coordinate with the Oxford County Sheriff regarding victim notification requirements.

3. The CCJ shall notify the Oxford County Sheriff if an Oxford inmate commits a crime while at the CCJ.
4. The CCJ shall notify the Oxford County Sheriff at least 72 hours before a boarded inmate is to be released from custody at the CCJ. Boarded inmates shall be released from the holding facility unless the Oxford County Sheriff informs the holding facility (CCJ) in writing, that the Oxford County will pick up the boarded inmate prior to his or her release. Such notice must be provided to the holding facility (CCJ) at least 24 hours prior to the boarded inmate's release and if such timely notice is not received, the boarded inmate will be released from the holding facility.
5. The CCJ shall manage, maintain and operate its facilities consistent with all appropriate Federal and State laws and regulations, local ordinances.

ARTICLE 4 - COMPENSATION

1. Oxford shall pay \$85.00 per day per inmate that is housed at CCJ within this agreement.

Both parties agree that these payments shall be prospective in nature and occurring on or about the first of each month.

Both parties agree to perform a quarterly reconciliation of estimated headcount to actual headcount and refund or make additional payment as necessary, such that final and settled payment totals reflect actual usage at the rate of \$85/inmate/day.

ARTICLE 5 - TRANSPORT OF PRISONERS

1. Oxford shall be responsible for the initial and all subsequent transportation of boarded inmates at CCJ unless in emergency situations as a temporary measure.
2. The dates and times of all transports shall be mutually agreed to by CCJ and OCJ.

ARTICLE 6 - TRANSFER OF CUSTODY TO CCJ

1. An Oxford inmate shall be deemed transferred to the custody of the boarded facility when CCJ has taken physical control of the inmate and has accepted custody of the inmate.
2. The Oxford County Sheriff shall provide the following information and documents for each inmate when transferring an inmate to the custody of CCJ.
 - a. Booking Packet/File
 - b. Suicide Assessment
 - c. Arrest Report
 - d. 48-Hour Affidavit
 - e. Court/Sentence Paperwork
 - f. Classification, if Available/Disciplinary History

- g. Medical Records, including negative Covid-19 test result when requested
3. The CCJ, at its sole discretion, may refuse to accept any boarded inmate if the sending facility does not provide the information above, except the inmate's classification, when the inmate is presented for transfer at the CCJ. Any Oxford inmate not accepted because of missing documentation as set forth in this paragraph will be accepted once all the required paperwork/documentation is provided.
4. Any inmate that is housed at CCJ within this boarder agreement and has reported a PREA allegation that occurred at the facility, where housed, will be investigated by the designated investigator at the boarding facility. Any PREA allegation will be reported back to the parent agencies Jail Administrator and/or the PREA Coordinator. Any extended circumstances that are out of the norm such as outside medical treatment/counseling will be accommodated. Any ongoing correspondence during the investigation, or after will be directed to holding facility Jail Administrator and/or the PREA Coordinator. This will be in accordance with PREA Standard 115.63 Reporting to Other Confinement Facilities.
5. The CCJ will not transfer custody of any boarded inmate to any agency without written authorization from the Oxford County Sheriff from a court of competent jurisdiction.

ARTICLE 7 - ACCESS TO PRISONERS AND FACILITY

1. The Oxford County Sheriff shall have the right to inspect the CCJ to confirm that the jail maintains acceptable standards and that all boarded inmates are treated properly.
2. The Oxford County Sheriff shall have the right to interview boarded inmates at any reasonable time at the holding facility and shall be afforded equal priority for use of the facility interview rooms to interview boarded inmates in accordance with the professional visit practices at the holding facility.

ARTICLE 8 - RECORDING-KEEPING/TRAINING

1. The CCJ shall maintain a record-keeping system for the admission and confinement of each boarded inmate consistent with the record keeping for the CCJ's other inmates.
2. The OCJ shall make its boarded inmate records available to the respective Cumberland County Sheriff upon request.
3. The Cumberland County Sheriff shall keep confidential information regarding boarded inmates in accordance with applicable State and Federal laws and regulations.

ARTICLE 9 – INMATE PARTICIPATION IN TEMPORARY RELEASE PROGRAMS

Eligibility of prisoners for participation in furlough, Work Release or Other Release Programs and supervised community confinement shall be coordinated between OCJ and CCJ,

governed by the two agencies policies, rules, regulations and applicable State law. Oxford inmates shall not be placed in temporary release programs outside of the facility without the approval of Oxford.

ARTICLE 10 - TERMINATION

1. This Agreement can be terminated for specific cause of Oxford's failure to make payments as set forth in Article 4 above.
2. Upon the effective date of termination or expiration of this Agreement, Boarded Oxford inmates shall be transferred from the custody of the holding facility (CCJ) to the custody of the Oxford County Sheriff. Transport of the inmates will be in accordance with the terms of this Agreement.
3. 30-Day Termination Option. Either party may terminate the Contract without cause by giving the other party written notice of termination at least 30 days prior to the termination date.

ARTICLE 11 - WAIVER OF RIGHTS

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the Parties. Failure to insist upon full performance on any occasion shall not constitute to, or waiver of, any continuation of nonperformance or any later on performance; nor does payment of a billing or continue performance after notice of a deficiency in performance constitute acquiescence to the deficiency in performance.

ARTICLE 12 - GOVERNING LAW

1. This Agreement shall be governed in all respects by the laws, statutes and regulations of the State of Maine. Any legal proceeding against any party regarding this Agreement shall be brought in the State of Maine Administrative or Judicial forums.
2. The Parties will first attempt to resolve any disputes relating to this Agreement or performance of this Agreement, by discussions between the Parties and if such discussions are unsuccessful, mediation between the Parties utilizing an agreed upon mediator. If such efforts to resolve the dispute are unsuccessful, either Party may seek resolution of the dispute by initiating a lawsuit against the other Party.

ARTICLE 13 - ASSIGNMENT

The Parties may not assign their rights or obligations under this Agreement without the prior written consent of the other Parties.

ARTICLE 14 - AMENDMENT

This Agreement may be amended at any time by mutual agreement of the Parties, provided that, for

any amendment to be operative or valid, it shall be reduced to writing and signed by all Parties.

ARTICLE 15 - ENTIRE AGREEMENT

This document contains the entire Agreement of the Parties, and the Parties shall not be bound by any statement or representation not contained herein.

ARTICLE 16 - AUTHORITY TO EXECUTE AGREEMENT

Each of the Parties has caused this Agreement to be signed by an authorized representative of the Cumberland County Board of Commissioners, Cumberland County Sheriff, Oxford County Board of Commissioners and the Oxford County Sheriff, respectively.

CUMBERLAND COUNTY AND CUMBERLAND COUNTY SHERIFF

SHERIFF KEVIN J. JOYCE

COMMISSIONER JAMES F. CLOUTIER, CHAIR

DATE: _____

DATE: _____

CUMBERLAND COUNTY MANAGER

COUNTY MANAGER JAMES H. GAILEY

DATE: _____

OXFORD COUNTY AND OXFORD COUNTY SHERIFF

SHERIFF CHRISTOPHER WAINWRIGHT

COMMISSIONER DAVID DUGUAY, CHAIR

DATE: _____

DATE: _____

OXFORD COUNTY MANAGER

COUNTY MANAGER

DATE: _____