

**CITY OF NEWCASTLE AND CITY OF MERCER ISLAND
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is agreed to by and between the City of Mercer Island ("City") and the City of Newcastle ("Newcastle").

WHEREAS, Newcastle contracts with the City of Mercer Island for misdemeanor court services; and

WHEREAS, Newcastle has limited personnel available to provide prisoner court transport to Mercer Island Municipal Court; and

WHEREAS, the City has a Police Support Officer who provides prisoner transport to court; and

WHEREAS, Newcastle wishes to contract with the City in order to provide Newcastle with needed prisoner court transport services; and

WHEREAS, the City and Newcastle previously entered into a one-year Memorandum of Understanding in order to provide needed prisoner court transport services to Newcastle; and

WHEREAS, the arrangement proved to be beneficial to both parties, so that the parties wish to continue the arrangement;

NOW, THEREFORE, the parties have entered into this Memorandum of Understanding in order to provide needed prisoner court transport services to Newcastle under the terms and conditions set forth herein.

1. **Statement of Purpose.** This Memorandum of Understanding has been entered into in order to provide prisoner court transports for the City of Newcastle by the City of Mercer Island Police Support Officer.

2. **Obligations of City of Mercer Island:** City of Mercer Island promises to:
 - 2.1 **Services.** The City shall provide prisoner court transports for in-custody first appearances and for in-custody court hearings for Newcastle prisoners charged with and/or convicted of violations of Newcastle ordinances. The City shall be responsible for the prisoner from the time the prisoner is picked up by the City's Police Support Officer (hereafter "PSO") at the King County Jail, Regional Justice Center or other King County jail facility where Newcastle prisoners are held until the prisoner is returned to the same facility after appearing in court.
 - 2.2 **Availability.** The City will notify Newcastle if the City's Police Support Officer is unavailable to provide court transport prior to the needed court transport and as soon as the lack of availability is determined. The Mercer Island Municipal Court shall communicate with the PSO by e-mail with a copy to the Newcastle Police Chief concerning time of day at which the Newcastle prisoner shall appear before the Court.
 - 2.3 **Price.** The City will bill Newcastle the sum of \$73.74 per trip for transport services. Each trip will be based on two hours per trip. Any trip that exceeds the two hour time period will be charged an additional hourly fee of \$30.08. This price may be adjusted on an annual basis to reflect increases in the City's cost.

- 2.4 **Billing.** The City shall submit to Newcastle a quarterly accounting of prisoner court transport trips and any associated additional hours as mentioned in paragraph 2.3, along with an invoice for payment. The invoice shall show the number of trips and any additional hours of service provided by the City. The quarterly accounting shall include, at a minimum, the names of Newcastle prisoners and the dates the prisoners were transported by the PSO.
- 2.5 **Compliance with regulations.** The City shall operate in compliance with all state and federal regulations. The City shall supply Newcastle with a copy of their prisoner transport regulations.

3. **Obligations of the City of Newcastle:**

- 3.1 **Availability.** Newcastle understands and agrees that the City may not be available to provide prisoner court transport services for every transport required and that they will need to provide these services when the City is unable to provide them.
- 3.2 **Billing.** Newcastle shall promptly remit payment for said services.
- 3.3 **Indemnification to City.** Newcastle agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees, which arise out of the implementation of this Memorandum of Understanding.
- 3.4 **Insurance.** Newcastle shall maintain a policy of liability insurance with limits of not less than \$1,000,000, naming the City as an additional insured thereon, or the City may accept a certificate from the Washington Cities Insurance Authority certifying that Newcastle is a member in good standing and has contractual indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.
- 3.5 **Medical Expenses.** Newcastle shall be solely responsible for any and all medical, dental or emergency care, inclusive of transportation, that must be provided to Newcastle prisoners transported by the City when a non-emergency condition exists.

- 4. **Term:** The term of this Memorandum of Understanding shall commence on the 31st day of May, 2008. This Memorandum of Understanding shall be in effect until amended in writing by the parties or terminated as provided hereafter. Either party may elect to terminate this Agreement by giving written notice of termination to the other party. Said termination shall be effective Ninety (90) days from the date of receipt of said written notice.

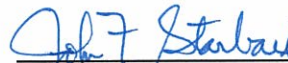
CITY OF MERCER ISLAND



Richard M. Conrad
City Manager
City of Mercer Island

Date: 6-23-2008

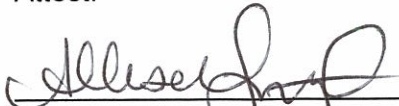
CITY OF NEWCASTLE



John Starbard
City Manager
City of Newcastle

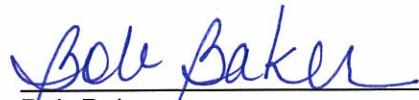
Date: 06/16/08

Attest:



Allison Spietz, CMC
Mercer Island City Clerk

Attest:




Bob Baker
Newcastle City Clerk

Approved as to legal form:



Katie H. Knight
Interim City Attorney
City of Mercer Island

Approved as to legal form:



Lisa Marshall
City Attorney
City of Newcastle