

CITY OF PALMER ACTION MEMORANDUM No. 10-007

SUBJECT: Authorize the City Manager to Negotiate and Execute a Memorandum of Agreement with the State of Alaska Department of Transportation and Public Facilities, State of Alaska Department of Corrections and the City of Palmer Pertaining to the DOC Mat-Su Pretrial Master Planning Effort

AGENDA OF: January 26, 2010

Council action: <div style="border: 1px solid red; padding: 2px; display: inline-block; color: red;">Authorized</div>

Approved for presentation by B. B. Allen, City Manager *B. B. Allen*

Route To:	Department/Individual:	Initials/Date:	Remarks:
X	Originator – City Manager	<i>3/10</i> 1-7-10	
X	City Clerk	<i>JB</i> 1/20/10	
X	City Attorney	<i>[Signature]</i> 1/20/10	
	Director of Administration		
	Director of Community Development		
	Director of Community Services		
	Director of Public Safety		
	Director of Public Works		

Attachment(s): Letter to AHFC
 Memorandum of Agreement from the State of Alaska Department of Transportation and Public Facilities

Certification of Funds:

	No fiscal impact.	
X	Funds are budgeted from this account number: 08-01-10-7137 subject to council approval of Reso 10-007 and revised scope of work is approved by grant agency AHFC.	\$14,000 AHFC Grant
	Funds are not budgeted. Budget modification is required. Affected account number:	

Director of Administration Signature: *[Signature]*

Summary statement: The Palmer Board of Economic Development has refined economic elements of the City's 2006 Comprehensive Plan into a working strategy. The fifth task in this strategy is to "Strengthen Palmer's Competitiveness as a Regional Institution Center". A successful outcome will be for the State Department of Corrections (DOC) to develop a master

plan for presentation to the Alaska State Legislature during the current legislative session, addressing the need for DOC to increase its presence in Palmer.

The City has met with DOC officials regarding DOC administrative headquarters. They currently have a presence in Palmer, including a Pre-Trial Facility and a DOC and Public Safety Officer Training Center, which will be subsequently utilized to train correctional officers for DOC statewide and in particular the new Goose Bay Correctional Facility.

On January 19, 2010, the City Council approved a grant for \$14,000 to partially fund the master plan. DOC will contribute \$6,000 toward that objective.

DOC is under contract with the State Department of Transportation and Public Facilities (DOT/PF) to review DOC facilities. DOC wants to include the Palmer proposal in their DOT/PF scope of work. This and other changes must have AHFC approval; refer to attached AHFC letter requesting concurrence.

The plan addresses the need for a headquarters, and when combined with existing DOC active facilities could mean up to 75 full-time jobs at the proposed Palmer Campus. Other issues to be addressed are the collaboration between the Court System and DOC, student housing for personnel attending the academy, a new work release center and an updated booking center.

The plan could recommend utilization of the current Palmer Police Department Building. Various mechanisms could be used to finance a Council-approved DOC plan, including the State General Fund or a City of Palmer lease-back agreement, but the master plan must first be developed.

DOT/PF will prepare a contract for services and will present to the City and DOC for review and approval. A City representative will serve on the project management team, and the City will ensure that public hearings are held in Palmer for public input on the proposed project.

Administration recommendation: Authorize action memorandum no. 10-007.



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January 13, 2010

Ms. Lona Hammer, Planner
Alaska Housing Finance Corporation
PO Box 101020
Anchorage AK 99510-1020

RE: Grant #PDT-09-CPR-1

Dear Ms. Hammer:

One of the primary purposes for the City applying for the AHFC grant was to work in collaboration with the Alaska Department of Corrections (DOC) in their effort to review the development of the total parcel owned by the City and DOC. The corrections and public safety housing facility is a critical part of the overall master plan.

In conversations with DOC the City has discovered DOC has contracted with the Alaska Department of Transportation and Public Facilities (DOT/PF) to undertake an overall planning effort for the Palmer site as well as all of their institutions around the State. The City believes we have an opportunity to properly site the housing facility as well as support their planning efforts to ensure they are compatible with the local environment by entering into an agreement with DOC and DOT/PF for the purpose of planning the entire site.

To be in compliance we would require a scope of work change, a modification to the budget, and AHFC's acknowledgement that the City could enter into a three way contract with the state agencies and DOT/PF would make the selection of the contractors.

We recognize this is a departure from the original scope of work, and City Manager Bill Allen and I would like to arrange an appointment to visit with you and Dan Fauske regarding our project. I look forward to speaking with you soon.

Sincerely,

Sara Jansen

MEMORANDUM OF AGREEMENT

**Between State of Alaska Department of Transportation and Public Facilities
(DOT&PF), State of Alaska Department of Corrections (DOC) and
The City of Palmer (COP)
Pertaining to the
DOC MatSu Pretrial Master Planning**

This Agreement is entered into by and between the State of Alaska, Department of Transportation and Public Facilities (DOT&PF), the State of Alaska Department of Corrections (DOC) and the City of Palmer, (COP), collectively referred to as the Parties, and is made effective this ____ day of _____, 2009. The undersigned Party representatives have the necessary authority to execute the Agreement on behalf of their respective organizations.

Witnesseth: ***Whereas***, the DOC owns, operates and maintains the Mat-Su Pretrial Facility located at **339 E. Dogwood, Palmer Alaska; (property held by DOT&PF)** and

Whereas, the COP owns approximately (2.060965 + 0.5163891 acres in parcel "1 & 3") 2.6(+/-) acres of improved and unimproved land and operates the COP Police Department Headquarters in the same vicinity; and

Whereas, Mat-Su Pretrial Master Plan would allow the Parties to evaluate DOC expansion options in a comprehensive manner; and

Whereas, the Parties are willing to share the cost of preparing Matsu Pretrial Master Plan.

Now, Therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. **Mat-Su Pretrial Master Plan.** The Parties shall jointly participate in a plan for the expansion and/or renovation of the Mat-Su Pretrial facility, as provided herein.

Section 2. **Study Area.** The Site Analysis and Design Study will evaluate all of the properties as depicted in Exhibit A as possible sites for expansion.

Section 3. **Contractor Selection.** The Parties agree that DOT&PF will utilize their existing DOC Master Planning term agreement for professional consultant services to complete the Mat-Su Pretrial Master Plan.

Section 4. Contract Administration. DOT&PF shall be responsible for preparing the contract for the services described in Section 3 (“the contract”) and shall provide a copy of the proposed contract to the COP and DOC for review and approval prior to entering into the contract. DOT&PF will be responsible for administering the contract. The COP and DOC, while not parties to the contract, will be represented on the project management team, and shall be invited participants in meetings, teleconferences and other communications between DOT&PF and the Contractor in regard to the project. DOT&PF shall take reasonable steps to keep the COP and DOC informed of the Contractor’s progress, and shall consult with the COP and DOC, and consider in good faith any comments, suggestions, or concerns they might express throughout DOT&PF’s administration of the contract. All documents, reports, and other work product generated by the Contractor shall also be provided to the COP and DOC.

Section 5. Work Tasks. Contractor shall evaluate the following items, and present them in a master plan document, as part of the Mat-Su Pretrial Master Plan:

- New apartment house for the DOC training facility. The building is to have 12 bedrooms set up for double occupancy and will likely be built first.
- New WRC (Work Release Center) for about 100 prisoners. This building will be an addition to, but separate occupancy from, the DOC housing. The WRC addition will be located where the existing Palmer Police Station is located. The Police Station is also the Pretrial booking center so before the WRC can be built a new booking center will need to be constructed and fully operational before the Police Station can be removed.
- New booking center will be set up similar to the Anchorage Jail but will include Segregation beds (about 24 cells), Max beds (about 12 cells), and a few (probably about 8) Women’s holding cells. This building will be attached to both the existing jail building and the existing tunnel that connect the courthouse to the jail building.
- Part of the booking center work will be creating a new kitchen, support space including outdoor rec. The Pretrial administration will likely move into the existing State Troopers office that is adjacent to the Palmer Police Department.
- A major renovation to the existing Pretrial Building. The Pretrial building was built in the early 1980’s and is very similar to several other facilities within the Department’s current inventory.

Section 6. Costs. The contract costs are currently estimated to be \$20,000 for the development of the Mat-Su Pretrial Master Plan. The COP shall pay \$14,000, and DOC shall pay \$6,000 of the contract costs. If the contract amount is different than currently estimated, the parties must execute a written amendment to this agreement specifying how the actual contract costs will be allocated, prior to DOT&PF entering into the contract. Payment of the parties’ respective shares shall be made to DOT&PF and shall be submitted at the time of approval of the proposed contract for services, as provided for in Section 4. During execution

of the contract, any costs in excess of the amount agreed upon in the contract must be approved in advance by the COP, DOT&PF and DOC, as a written amendment to this agreement.

Section 7. Entire Agreement. This agreement constitutes the entire agreement between the parties and may not be modified except in writing and signed by all parties.

Section 8. General.

- (a) This Agreement can be executed in any number of counterparts.
- (b) The Parties are responsible for their own actions under this Agreement.
- (c) The Agreement may be modified upon the unanimous written consent of the Parties.
- (d) Nothing in this Agreement is intended to prohibit the Parties from negotiating separate agreements between themselves or other parties on matters related to (and not inconsistent with) this Agreement, however, notification of any separate agreements shall be provided to the other parties as soon as practicable.

Wherefore, the parties make and enter into this agreement.

City of Palmer

Date

Bill Allen
City Manager

Department of Corrections

Date

Dwayne Peoples
Deputy Commissioner

Department of Transportation and Public Facilities

Date

Joel St. Aubin, PE
Chief, Statewide Public Facilities