

**CITY OF PALMER ACTION MEMORANDUM No. 09-047**

**SUBJECT:** Authorize the City Manager to Enter into a Memorandum of Agreement (MOA) with the State of Alaska, Department of Revenue, Permanent Fund Division (PFD) to Process Permanent Fund Deductions for Delinquent Fines Due to the City of Palmer

**AGENDA OF: September 22, 2009 (originally on September 8 agenda)**

<b>Council action:</b>	<b>Authorized</b>
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**Approved for presentation by B. B. Allen, City Manager** B. B. Allen

Route To:	Department/Individual:	Initials/Date:	Remarks:
X	Originator – Director of Administration	<i>AA</i>	
X	City Clerk	9/2/09 <i>JH</i>	
X	City Attorney	9/2/09 <i>AA</i>	
	Director of Administration		
	Director of Community Development		
	Director of Community Services		
	Director of Public Safety		
	Director of Public Works		

**Attachment(s):** Department of Revenue's Memorandum of Agreement

**Certification of Funds:**

X	No fiscal impact.	
	Funds are budgeted from this account number:	
	Funds are not budgeted. Budget modification is required. Affected account number:	

Director of Administration Signature: *AA*

**Summary statement:** The City administration staff continues to work on collecting delinquent traffic fines due to the City through the PFD records. In 2008, the City recovered over \$300,000 in fines from PFD deductions. The attached MOA will allow the City to have access to the PFD data file from the Department of Revenue to process a three point match (name, address, date of birth, social security number) to ensure proper deductions are being collected prior to submitting the request for the PFD deduction.

**Administration recommendation:** Approve action memorandum number 09-047.

# **MEMORANDUM OF AGREEMENT**

## **between**

Alaska Department of Revenue  
Permanent Fund Dividend Division  
PO Box 11-0460  
Juneau, AK 99811-0460

City of Palmer  
Finance Department  
231 W. Evergreen Ave  
Palmer, AK 99645

### **1. Purpose**

The purpose of this agreement is to establish the conditions, safeguards and responsibilities for the ongoing disclosure of Permanent Fund Dividend Applicant data and information provided by the State of Alaska, Department of Revenue, Permanent Fund Dividend Division (PFDD) to the City of Palmer, herein called "agency". This agreement was drafted in conformity with the requirements of 15 AAC 23.253(h).

### **2. PFD Data Requested**

The agency requests access to the Department of Revenue's PFD Government Extract data. The specific Permanent Fund Dividend (PFD) applicant data elements requested are Applicants Name (both current and birth), Social Security Number, date of birth, addresses (both physical and mailing), application and payment data, residency and absence data, and sponsor data.

### **3. Use of PFD Data**

We are requesting permission to access the PFD Government Extract data. We have an agreement with the Alaska State Courts to receive electronic files containing delinquent fines. We would then utilize this information to process PFD deductions for the delinquent fines due to the City of Palmer.

The City will maintain an accurate accounting of the amounts each defendant owes, payments the defendant makes, credits and refunds. We will also take any steps necessary to correct any mistakes for any monies taken erroneously.

We fully understand the importance of the confidentiality of this information. We will make every effort to safeguard and protect the confidentiality and integrity of our access privileges. Only authorized City of Palmer Finance department employees will be permitted to use the data on behalf of the City.

Our staff including the contracted Systems Administrator, who would have access to the PFD GovExtract program, has signed confidentiality agreements which are on file with our HR department.

### **4. Terms and Responsibilities**

The PFDD agrees to provide the agency with the URL, login and password to access the data via the web upon the agency's compliance with the requirements of this agreement.

The PFDD does not guarantee the availability or accuracy of information obtained by the agency from the PFDD's computer data files.

The agency agrees to use information obtained through this agreement only for the purposes described in section three (3) above.

The agency agrees to ensure that each subordinate employee given access to the PFD Government Extract data will be required to sign a *CONFIDENTIALITY AGREEMENT REGARDING PERMANENT FUND DIVIDEND APPLICANT INFORMATION* which includes all of the requirements provided in 15 AAC 23.253(h).

The agency agrees not to release, or allow its subordinate employees to release, information obtained through this agreement other than as provided herein.

## **5. Data Security and Confidentiality**

The agency understands that PFD applicant data is confidential as prescribed by AS 43.23.017 and art. I, § 22, Constitution of Alaska.

The agency hereby declares that safeguards are in place to prevent unauthorized access to PFD applicant data.

The agency also hereby declares that access to the PFDD's computer data files will be limited to only those PFD applicant records necessary for the uses and purposes as stated in section three (3) above.

Should the agency employ the services of a contractor who will have access to PFD applicant data, the agency will submit a statement to the PFDD, signed by the agency and the contractor affirming that the contractor and any subordinate employees having access to the information understand that the information is confidential and have a signed *CONFIDENTIALITY AGREEMENT REGARDING PERMANENT FUND DIVIDEND APPLICANT INFORMATION* which includes all of the requirements provided in 15 AAC 23.253(h).

The agency understands the applicable provisions of AS 11.56.860 and 5 U.S.C. 552a (Privacy Act of 1974) regarding misuse of confidential information.

## **6. Prior Agreements Superseded and Effective Date**

This agreement supersedes and makes null and void all previous agreements made between the PFDD and the agency with respect to access of the PFDD's computer data files.

This agreement is effective on the date of signature below and will remain in effect as long as the agency's uses and purposes are consistent with those as stated in section three (3) above and the agency annually provides a certification agreeing to remain bound by all of the terms contained in this agreement.

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Memorandum of Agreement  
Permanent Fund Dividend Division & City of Palmer

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This agreement may be renegotiated to incorporate change upon notification in writing by both parties and approval by all signatories.

This agreement may be rescinded at any time by either party upon notification in writing by the party rescinding the agreement that they no longer wish to be bound by the terms of this agreement.

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Deborah M. Richter, Director  
Permanent Fund Dividend Division

Date

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B.B. Allen, City Manager  
City of Palmer, AK

Date