

**CITY OF PALMER ACTION MEMORANDUM No. 09-005**

**SUBJECT:** Authorize the City Manager to Enter into a Letter of Agreement Between the Department of Public Safety, Alaska State Troopers – Bureau of Highway Patrol (BHP) and City of Palmer, Accept and Appropriate a State of Alaska, BHP Grant in the Amount of \$102,665.80, and Authorize the City Manager to Hire a Police Officer to Back-fill the Vacancy Created by the Grant Program

**AGENDA OF: January 13, 2009**

Authorized

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

Route To:	Department/Individual:	Initials:	Remarks:
X	Originator – Director of Public Safety		
X	City Clerk	<i>JH</i>	
X	City Attorney	<i>EA</i>	
	Director of Public Safety		
X	Director of Administration		
	Director of Community Services		
	Director of Public Works		

**Attachment(s):** Summary of Economic Impact  
Letter of Agreement

**Finance Director's Certification of Funds:**

	No fiscal impact.	
	Funds are budgeted from this account number:	
X	Funds are not budgeted. Budget modification is required. Affected account number:	<i>52 xxx</i>

Finance Director Signature: *[Signature]*

**Summary statement:** The State of Alaska, Department of Public Safety through federal highway funding is expanding their two DUI teams into the Bureau of Highway Patrol (BHP) and incorporating local agency personnel similar to the current drug grant position.

The grant period shall be for five years and use trained law enforcement personnel to prevent and reduce major injury accidents, gather statistical data to develop new traffic programs, apprehend impaired drivers, improve occupant protection through education and enforcement, coordinate aggressive driving enforcement, and improve youth driving behaviors.

The position will be filled with a current certified, trained, seasoned police officer. The state is funding the officer's full pay and benefits, a police vehicle, and specialized training for the project. Additionally, the state is funding the start-up equipment necessary for a new officer that will be hired to back-fill the vacancy created by the project.

The state in their Letter of Agreement provides fully for the officer.

There is no budgetary impact, except that all salary is a reimbursable expense. The salary for a new officer is expected to be approximately \$4.00 per hour less than the officer filling the BHP position saving the city about \$13,000 per year. The state is also funding overtime for the BHP position and has approval from the federal highway program, but has yet to determine the number of hours needed.

**Administration recommendation:** Approve action memorandum 09-005.

# City of Palmer • Summary of Economic Impact

Does the proposed legislative action have an economic impact on the City?  Yes  No

**Proposed Legislative Action:**

Accept State of Alaska Bureau of Highway Patrol grant funding in the amount of \$102,665.80 and authorize hiring a new police officer to back-fill the vacancy created by the program.

List all of the costs associated with enactment of the legislation:

List the corresponding funding source:

		Source:		Amount:
Implementation:	\$ 102,665.80	State of Alaska	\$	102,665.80
Capital:	\$		\$	
Operation:	\$		\$	
Maintenance:	\$		\$	
<b>Total:</b>	<b>\$ 102,665.80</b>		<b>Total: \$</b>	<b>102,665.80</b>

**Revenues** (list the affected line item name and number):

Operating funds:	FY08	FY09	FY10	FY11
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total:	\$	\$	\$	\$
Enterprise funds:	FY08	FY09	FY10	FY11
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total:	\$	\$	\$	\$
Capital funds:	FY08	FY09	FY10	FY11
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total:	\$	\$	\$	\$

**Expenses** (list the affected line item name and number):

Operating funds:	FY08	FY09	FY10	FY11
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____

Enterprise funds:	FY08	FY09	FY10	FY11
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
Total:	\$ _____	\$ _____	\$ _____	\$ _____

Capital funds:	FY08	FY09	FY10	FY11
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
Total:	\$ _____	\$ _____	\$ _____	\$ _____

Are new positions required?  Yes  No

Position Title:	Position Type (full-time, part-time, temporary):	Approximate Cost:
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

List impacts on existing programs created by the proposed legislation:

Fiscal effects of not passing the legislation:

# LETTER OF AGREEMENT

## BETWEEN THE DEPARTMENT OF PUBLIC SAFETY, ALASKA STATE TROOPERS - BUREAU OF HIGHWAY PATROL AND THE CITY OF PALMER

This letter of agreement recognizes the need for coordination in enforcement of state laws and regulations in Alaska, specifically issues related to traffic law enforcement. This agreement is entered into with the intent of promoting cooperation between the Department of Public Safety (DPS), Alaska State Troopers (AST), Bureau of Highway Patrol (BHP) and the Palmer Police Department (PPD).

It is recognized that Title 29 and 12.60.020 of the Alaska Statutes authorizes the formation of police forces, which has been done by the City of Palmer in all respects to perform all duties pertaining to public safety.

It is further recognized that Alaska Statute 18.65.090 authorizes the Department of Public Safety to assist other departments of state, municipal and federal governments in the enforcement of criminal laws and regulations. The Department of Public Safety and the Palmer Police Department (PPD) have a commitment to effective enforcement of laws and regulations, specifically issues related to traffic law enforcement in Alaska. The parties agree that one method of providing effective enforcement is the establishment of officers assigned to the BHP to enforce state traffic laws and regulations, investigate fatal and major injury crashes, participate in public education programs, and investigate other crimes encountered while conducting traffic law enforcement on a statewide, regional and local basis.

The parties agree that establishing a multi-jurisdictional partnership will enhance the presence of traffic law enforcement efforts through high visibility – sustained enforcement and promoting better utilization of available resources, increasing communications, data driven enforcement programs, and improving coordination by a unified direction and balanced traffic safety effort.

This partnership will encourage the involvement of additional agencies and jurisdictions in cooperative enforcement and prosecutorial efforts whenever possible.

In order to facilitate a more efficient utilization of resources, both parties agree that a formal Letter of Agreement would be beneficial to establish and support the BHP consisting of members of both agencies.

Parties to this letter agree:

- 1) The BHP shall conduct traffic law enforcement programs in Alaska and assist other police agencies with traffic law enforcement. Supervision and direction of BHP members while conducting traffic law enforcement efforts statewide shall be under the control of the BHP Commander.

- 2) One officer from PPD will be assigned to the BHP supervised by an Alaska State Trooper Sergeant. The PPD officer shall fall under their respective department's chain of command and report to the officer's immediate supervisor on any current events.
- 3) DPS/AST/BHP agrees to provide the PPD officer's pay and overtime, including benefits. PPD will provide basic personal equipment, including duty-issue weapons, ammunition, handcuffs, baton, OC spray and ballistic vest and will be included in the first year cost. BHP will also provide and maintain a vehicle for the officer.
- 4) DPS/AST/BHP will provide office space, including all utilities, a work area, a computer, and other office and investigative supplies, as needed. Secure evidence storage for BHP cases will be provided by BHP and all items of evidence will remain in the custody of BHP. BHP will provide a cell phone, however the officer will be responsible for reimbursement for personal calls.
- 5) DPS/AST/BHP will provide travel and per diem at the State rate for the officer traveling outside their assigned area on authorized BHP programs and will comply with the State Administrative Manual.
- 6) DPS/AST/BHP and PPD agree to share all statistical data and case reports on investigations conducted within the perspective officer's municipal area and jurisdiction.
- 7) Any seizures or forfeitures produced by the BHP will be shared in an equitable manner by the state and the participating agencies. It is agreed that the BHP members and participating agencies will coordinate completion of all asset forfeiture paperwork with the BHP Administrative Supervisor.
- 8) The State agrees to defend, indemnify, and hold harmless the PPD officer assigned to BHP and their department in the same manner and to the same extent the State protects itself and its employees from any claim, demand, suit for property damages or personal injury including death allegedly caused by the PPD officer if:
  - a) at the time of the occurrence he/she was acting in good faith within the course and scope of his BHP duties and in accordance with the directions of the BHP Team Leader;
  - b) the PPD officer provides immediate notice to the State of any claim;
  - c) the PPD officer and departments cooperate in the defense and do not stipulate to any judgments or settlements without the State's approval. In consideration of the benefits received from participating in BHP and the protection offered by this agreement, PPD officer:
    - 1) except for gross negligence or intentional injury caused by a third party, accepts the remedy provided by the Alaska Worker's Compensation Act as his

sole legal remedy from the State if PPD officer suffers work-related injury, illness or disease while acting within the course and scope of his BHP duties;

- 2) with respect to benefits paid under the Alaska Worker's Compensation Act agrees to transfer his right to recover from others who may be responsible for the injury, illness or disease to the State and or its assigns;
- 3) agrees to cooperate and do everything necessary to enable the State and/or its assigns to enforce the right to recover from others.

BHP will supervise all operations. Approval of overtime shall remain the responsibility of BHP supervisor. The supervisor of the respective agency will address all other personnel issues not covered in this agreement.

**TERM OF AGREEMENT** - The term of this agreement shall be from the date of signature by the participating agency representatives for a period of 5 years. BHP will continue to provide funding for the PPD officer as long as the federal funding is available. BHP will continue to apply for federal funding on an annual basis. This agreement can be dissolved with a 60 day written notice signed by all participating agency representatives. The goal of this agreement is to facilitate the following activities:

- a) Prevent fatalities and reduce major injury crashes through traffic law enforcement programs in Alaska.
- b) Gather statistical data related to traffic safety and use such data to develop effective enforcement programs in Alaska.
- c) Conduct impaired driving apprehension and prevention programs, improve the use of occupant protection devices through enforcement and education programs, coordinate aggressive driving and speeding enforcement and improve youth driving behaviors. Throughout the life of this program, the goals will be reviewed on a regular basis and are subject to modification to best meet the needs of the state and local communities to include identified traffic safety issues outlined in the Alaska Strategic Highway Safety Plan.

**Alaska State Troopers**

**City of Palmer**

\_\_\_\_\_  
Colonel Audie Holloway,  
Director, Alaska State Troopers

\_\_\_\_\_  
B.B. Allen  
City Manager

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed