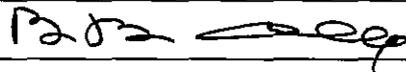


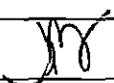
CITY OF PALMER ACTION MEMORANDUM

SUBJECT: Authorize City Manager to Enter into a Memorandum of Agreement (MOA) with the Alaska Department of Revenue to Establish the Conditions, Safeguards and Responsibilities for the Ongoing Disclosure of Permanent Fund Dividend (PFD) Applicant Data and Information to Process Permanent Fund Dividend Deductions for Delinquent Fines Due to the City

AGENDA OF: January 8, 2008

Council action: Authorized

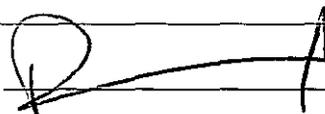
Approved for presentation by B.B. Allen, City Manager 

Route To:	Department/Individual:	Initials:	Remarks:
X	Originator – Administrative Services Director		
x	City Clerk		
X	City Attorney		
	Public Safety Director		
	Administrative Services Director		
	Community Services Director		
	Planning & Community Development Director		
	Public Works Director		

Attachment(s): 2008 Memorandum of Agreement with State of Alaska Department of Revenue

Fiscal note:

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

Finance Director Signature: 

Summary statement: City staff continues to work on the project to collect delinquent traffic fines due to the City. In 2007, the City recovered in excess of \$33,000 from PFD deductions.

The City has a current MOA with the State court system to receive their data. The attached MOA will allow the City to gather the PFD data file from the Department of Revenue to match with the Court records. Please note the necessity of entering into this MOA on a yearly basis.

The City is required to have a three point match between the two data sources (meaning three parts of the data must match) to ensure data is collected from the right person, i.e., name, address, birth date or Social security number) before we can submit the file to the State for a PFD deduction.

Administration recommendation: Authorize action memorandum 08-002.

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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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.

Deborah M. Richter, Director
Permanent Fund Dividend Division

Date

Dean Baugh, Finance Director
City of Palmer, AK

Date