



CITY COUNCIL SPECIAL MEETING

Monday, March 03, 2025 at 5:30 PM

AGENDA

In compliance with the Americans with Disabilities Act, individuals needing special accommodations / during this meeting should notify the City of Dillingham at 907-842-5212 at least three working days before the meeting.

MEETING INFORMATION

**CITY COUNCIL SPECIAL MEETING
CITY HALL COUNCIL CHAMBERS / 5:30 p.m.**

141 Main Street, Dillingham, AK 99576 (907) 842-5212

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CITIZEN'S DISCUSSION (Prior Notice or Agenda Items)

SPECIAL BUSINESS: ORDINANCES AND RESOLUTIONS

- [1.](#) Resolution 2025-01 Appoint the designated alternate to the BBEDC Board of Directors
- [2.](#) Resolution 2025-02 A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A FIVE-YEAR CONTRACT WITH ALASKA CAMA FOR PROFESSIONAL SOFTWARE SERVICES IN ACCORDANCE WITH DILLINGHAM MUNICIPAL CODE 4.30.120(6)
- [3.](#) Resolution 2025-03 A RESOLUTION OF THE CITY COUNCIL OF DILLINGHAM, ALASKA, AWARDED A CONTRACT TO CRW ENGINEERING GROUP, INC. FOR ENGINEERING SERVICES FOR THE DESIGN OF A SEPTIC SYSTEM AND WATER SERVICE FOR THE PUBLIC WORKS SHOP AND QUONSET HUT IN ACCORDANCE WITH DILLINGHAM MUNICIPAL CODE 4.30.120(6)
- [4.](#) Resolution 2025-06 Jail Contract

SPECIAL BUSINESS: RESCHEDULED MARCH COUNCIL MEETING

5. RESCHEDULED MARCH COUNCIL MEETING

SPECIAL BUSINESS: CITY MANAGER RECRUITMENT

6. a. City Manager Recruitment
b. Executive Session 1

Discuss results of the background checks and reference checks for the two remaining City Manager applicants, Dan Decker and Sidney Miller pursuant to DMC 2.09.050 A.2.

2.09.050 Executive sessions.

A. The following subjects may be discussed in an executive session, from which the public is excluded:

2. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;

c. City Manager Recruitment

COUNCIL COMMENTS

MAYOR'S COMMENTS

ADJOURNMENT

INFORMATIONAL ITEMS

[Memo](#) from City Attorney about Special Meetings

The City of Dillingham
(Name of Organization)

Box 889 141 Main St.
(Address)

Dillingham, Alaska, 99576
(City, State, Zip)

RESOLUTION 2025-01

WHEREAS, the City of Dillingham is the duly authorized city government for the
(Name of Organization)
Community of Dillingham, Alaska, and
(City, State)

WHEREAS, the U.S. Secretary of commerce has established the Community Development Quota (CDQ) program for eligible Western Alaska communities, including 17 Bristol Bay communities; and

WHEREAS, the 17 eligible communities from the Bristol Bay area have organized Bristol Bay Economic Development Corporation (BBEDC) to participate in the CDQ Program; and

WHEREAS, the community of Dillingham, Alaska is one of the 17 communities in Bristol Bay
(City, State)
eligible participate in the CDQ program. Under BBEDC bylaws the village tribal council shall appoint the primary community representative and the city government shall appoint the designated alternate to the BBEDC Board of Directors.

NOW THEREFORE BE IT RESOLVED that the City of Dillingham, Alaska has appointed
(Name of City, State)

Curt Armstrong as the alternate community representative to the BBEDC Board
(Name of Representative)

of Directors for a term of 3 years (terms may be from 1-3 years).

CERTIFICATION:

I the undersigned Acting City Clerk of the City of Dillingham, do hereby certify that the foregoing resolution
(Name of City Government)
was duly passed by the City Council of the City of Dillingham on this 3rd day of March, 2025
(Name of City Government)

and that a quorum was present.

(Authorized Council Representative) _____

(Acting City Clerk) _____

AYES: _____

NAYS: _____

2025 Resolution
City Alternate

**CITY OF DILLINGHAM, ALASKA
RESOLUTION NO. 2025-02**

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE
CITY TO ENTER INTO A FIVE-YEAR CONTRACT WITH ALASKA CAMA FOR
PROFESSIONAL SOFTWARE SERVICES IN ACCORDANCE WITH DILLINGHAM
MUNICIPAL CODE 4.30.120(6)**

WHEREAS, the City of Dillingham requires specialized software services to manage property valuation and assessment functions efficiently; and

WHEREAS, Alaska CAMA provides professional software services that support the City’s property assessment operations, ensuring accurate and streamlined data management; and

WHEREAS, Dillingham Municipal Code 4.30.120(6) provides for the negotiation of contracts for professional services retained on a continuing basis, including, but not limited to, accounting, appraisal, legal, and civil engineering services; and

WHEREAS, the City Council finds it in the best interest of the City to enter into a five-year agreement with Alaska CAMA to ensure continuity in property assessment software services and maintain compliance with municipal tax assessment requirements;

NOW, THEREFORE, BE IT RESOLVED that:

- 1. The Dillingham City Council authorizes the City Manager to negotiate and execute a five-year contract with Alaska CAMA for professional software services, as permitted under Dillingham Municipal Code 4.30.120(6).
- 2. The agreement shall include provisions ensuring compliance with applicable laws, cost-effective service delivery, software support, and terms mutually agreed upon by the City and Alaska CAMA.
- 3. Funding for this contract will be appropriated annually through the City’s budget process.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all necessary steps to implement this resolution, and that this resolution shall take effect immediately upon adoption.

PASSED and APPROVED by the Dillingham City Council this 3rd day of March 2025.

Alice Ruby, Mayor

ATTEST:

[SEAL]

Abigail Flynn, Acting City Clerk

City of Dillingham
Fiscal Note

Agenda Date: February 6, 2025

CAMA Contract Renewal

ORIGINATOR: Finance Director

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
AMOUNT REQUESTED: \$16,500		FUNDING SOURCE City of Dillingham	
FROM ACCOUNT 1000 7920 10 29 0000 0 Computer Software		Project Property Tax management software	
TO ACCOUNT:	VERIFIED BY: Anita Foran	Date: 2/3/2025	

EXPENDITURES

OPERATING	FY25	FY26	FY27	FY28-29
1000 7920 10 29 0000 0	\$3,300	\$ 3,300.00	\$ 3,300.00	\$ 6,600.00
TOTAL OPERATING	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 6,600.00

CAPITAL	\$ -			
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REVENUE	-			
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FUNDING

General Fund	\$3,300	\$ 3,300.00	\$ 3,300.00	\$ 6,600.00
ADEC SRF Loan (30%)				
Capital Project				
Other				
TOTAL FUNDING	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 6,600.00

POSITIONS

Full-Time				
Part-Time				

Analysis: (Attach a separate page if necessary) Resolution 2025-02
Budget allowance has been made.

PREPARED BY: Anita Fuller *AF* December 6, 2024

DEPARTMENT: Finance

APPROVED BY: *Daniel Decker* 02/03/2025
Daniel Decker (Feb 3, 2025 13:55 AKST)



ALASKA CAMA
403 Lincoln Street Ste 210
Sitka, AK 99835

907.747.6666
sales@akcama.com

Kelly Evans
City of Dillingham
P.O. Box 889
Dillingham, AK 99576

Dear Kelly,

Thank you for being a Municipal Assessment Record System (MARS) member. Your MARS Real and MARS Personal memberships are expiring at the end of 2024 and we would like to continue to offer our services. The membership gives you a voice in the direction of development, access to the latest version, and 24 hours of support per year.

We offer a choice of renewal options, as outlined below. The longer renewal options give you a greater discount and also guarantee the same membership fee for the length of the contract.

MARS Bundle	
Five-years term	\$16,500/year
Three-year term	\$17,325/year
One-year term	\$19,057.5/year

We work hard to meet your assessment needs. We look forward to providing you with new and improved MARS features and expanding our shared knowledge of the best assessment practices in the State of Alaska.

Included is a contract that outlines the term and payment dates for a new plan. Please sign and return via email. call. If you would like to go with one of the other plans, or ask us about a difference billing cycle, feel free to call or email us

Thank you for being part of the MARS community.

Henry Robinson CEO
(907) 747-6666 Ext.19



ALASKA CAMA
403 Lincoln Street Ste 210
Sitka, AK 99835

907.747.6666
sales@akcama.com

**Alaska CAMA Co. Maintenance Plan Renewal No. 2
MARS Real and MARS Personal**

Services covered by a maintenance plan.

- Latest versions of your MARS databases.
- Up to 30hrs per year of tech support and training via phone or video call.
- Direct input into the development of the MARS databases.
- Syncing with FileMaker Go databases on an iPad (if applicable).

Billing cycle for a 5-year plan.

Year 1	2025	\$16,500	Payment due no later then 7/31/2025
Year 2	2026	\$16,500	Payment due no later then 7/31/2026
Year 3	2027	\$16,500	Payment due no later then 7/31/2027
Year 4	2028	\$16,500	Payment due no later then 7/31/2028
Year 5	2029	\$16,500	Payment due no later then 7/31/2029

Each person who signs this agreement below represents that such person is fully authorized to sign this agreement on behalf of the applicable party.

Linensor - Alaska CAMA Company, LLC

By : HR Date : 1/14/2025

Printed : Henry Robinson Title : CEO

Licensee - City of Dillingham, AK

By : _____ Date : _____

Printed : _____ Title : _____






CAMA FN

Final Audit Report

2025-02-03

Created:	2025-02-03
By:	Anita Fuller (anita.fuller@dillinghamak.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMNVodLUROZEYF54r2_Uc7eY1TgNia0_s

"CAMA FN" History

-  Document created by Anita Fuller (anita.fuller@dillinghamak.us)
2025-02-03 - 9:37:51 PM GMT
-  Document emailed to Daniel Decker (manager@dillinghamak.us) for signature
2025-02-03 - 9:37:56 PM GMT
-  Email viewed by Daniel Decker (manager@dillinghamak.us)
2025-02-03 - 10:55:20 PM GMT
-  Document e-signed by Daniel Decker (manager@dillinghamak.us)
Signature Date: 2025-02-03 - 10:55:34 PM GMT - Time Source: server
-  Agreement completed.
2025-02-03 - 10:55:34 PM GMT

**CITY OF DILLINGHAM, ALASKA
RESOLUTION NO. 2025-03**

A RESOLUTION OF THE CITY COUNCIL OF DILLINGHAM, ALASKA, AWARDING A CONTRACT TO CRW ENGINEERING GROUP, INC. FOR ENGINEERING SERVICES FOR THE DESIGN OF A SEPTIC SYSTEM AND WATER SERVICE FOR THE PUBLIC WORKS SHOP AND QUONSET HUT IN ACCORDANCE WITH DILLINGHAM MUNICIPAL CODE 4.30.120(6)

WHEREAS, the City of Dillingham has identified the need for engineering services to design a new septic system and water service for the Public Works Shop and adjacent Quonset hut, replacing the existing failed system and connecting to a nearby city water main;

WHEREAS, under **Dillingham Municipal Code (DMC) 4.30.120(6)**, contracts may be awarded without competitive bidding when the contractor is already under contract with the City for similar work and an extension or modification of the contract is deemed in the best interest of the City;

WHEREAS, CRW Engineering Group, Inc. (CRW) is currently contracted with the City of Dillingham for general engineering services and has the expertise, familiarity, and technical capability to efficiently complete this project in a cost-effective and timely manner;

WHEREAS, CRW has submitted a proposal outlining the scope of work, which includes field surveying, geotechnical services, design services, permitting, and bidding assistance for the septic system and water service project at a proposed cost of **\$90,750**;

WHEREAS, the City Council finds that awarding this contract to CRW Engineering Group, Inc. aligns with the City's operational priorities and is in the best interest of the City, ensuring continuity, compliance with regulatory requirements, and the successful completion of the project;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Dillingham, Alaska, hereby awards the contract for engineering services for the design of a septic system and water service for the Public Works Shop and Quonset hut to **CRW Engineering Group, Inc.** in accordance with **DMC 4.30.120(6)** and authorizes the Acting City Manager to execute the contract and any necessary documents to facilitate the completion of the project.

PASSED and APPROVED by the Dillingham City Council on this 3rd day of March, 2025.

Alice Ruby, Mayor
[SEAL]

ATTEST:

Abigail Flynn, Acting City Clerk

City of Dillingham
Fiscal Note

Agenda Date: February 6, 2025

CRW Engineering Public Works Septic System

ORIGINATOR: Finance Director

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
AMOUNT REQUESTED: \$90,750		FUNDING SOURCE City of Dillingham	
FROM ACCOUNT 1000 8520 30 31 1130 0 B&G Maintenance		Project Public Works Septic System Design	
TO ACCOUNT:	VERIFIED BY: Anita Foran	Date:	2/3/2025

EXPENDITURES

OPERATING	FY25	FY26	FY22	FY23
1000 8520 30 31 1130 0	\$90,750			
TOTAL OPERATING	\$ 90,750.00	\$ -	\$ -	\$ -

CAPITAL	\$ -			
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REVENUE	-			
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FUNDING

General Fund	\$90,750			
ADEC SRF Loan (30%)				
Capital Project				
Other				
TOTAL FUNDING	\$ 90,750.00	\$ -	\$ -	\$ -

POSITIONS

Full-Time				
Part-Time				

Analysis: (Attach a separate page if necessary) Resolution 2025-03
Will be resolved by using funds from 1000 7790 30 31 0000 0 and will be reviewed in the upcoming budget rev.

PREPARED BY: Anita Fuller *AF* December 6, 2024

DEPARTMENT: Finance

APPROVED BY: *Daniel Decker* 02/03/2025
Daniel Decker (Feb 3, 2025 14:01 AKST)



October 16, 2024

City of Dillingham
P.O. Box 889
Dillingham, Alaska 99576

Attn: Phil Baumgartner – Public Works Director

Re: Septic System & Water Service Design
Proposed Scope & Fee

Dear Mr. Baumgartner,

The City of Dillingham has requested engineering services for design of a septic system and water service to serve the Public Works Shop and adjacent Quonset hut in Dillingham. The proposed septic system will replace an existing, failed system that serves the two buildings. Water service is currently provided by an on-site well; however, the City would like to connect to a nearby City water main located approximately 100 linear feet (l.f.) south of the Public Works Shop.

SCOPE OF SERVICES

CRW Engineering Group, Inc. (CRW) proposes to provide civil engineering design services for the water service and septic system. CRW's scope of work generally includes the following:

- Field Surveying & Geotechnical Services
- Onsite Water and Wastewater Design
- Permitting
- Assistance During Bidding

Task 1 - Field Surveying & Geotechnical Services:

Task 1.1 - Surveying

CRW will collect topographic survey data at the proposed site to the extents necessary to develop base mapping to support design of the improvements. CRW will send two surveyors to Dillingham for the data acquisition. The proposed area to be surveyed is located adjacent to the Public Works shop/Quonset hut and is approximately 200,000 square feet (s.f.). Topographic data will be collected on a ~40'x40' grid and will include all major topographical features. CRW will utilize the 811 utilities locate system as well as coordinate with the City Public Works Department to request locates of existing utilities in the project area.

CRW will attempt to recover the subject parcel's property corners (Lot 4 of U.S.S. 2732) to establish the setback requirements for the septic system design. In addition, CRW will establish two survey control monuments and one vertical benchmark on a finished floor to support future construction efforts.

October 16, 2024
 Dillingham Septic System & Water Service
 Proposed Scope & Fee

To supplement ground survey data, the field survey will include the use of an unmanned aerial vehicle (UAV) for aerial photogrammetry. Use of the UAV will be dependent on site conditions at the time of the field survey. The UAV will not be used if there is inclement weather, snow on the ground, or at temperatures below 30°F. Based on preliminary analysis of the airspace requirements in the area, it is assumed that no permitting or 90-day advanced use authorization and notification is required to fly the UAV for the proposed survey.

Deliverables for Task 1.1:

- CAD Basemap Drawings (to be included in Design Documents (Task 2).

Task 1.2 – Geotechnical Services

CRW estimates 2 test pits will be advanced to depths of 10 feet to 15 feet below grade surface or as restricted by the excavation equipment. It is assumed that the test pits will be completed as part of the field survey. We understand the owner will provide the equipment and operator to conduct the excavation for each test pit. Upon completion of the field work, CRW will oversee laboratory testing (by others) and prepare geotechnical findings and recommendations to be included on the septic system plans.

Deliverables for Task 1.2:

- Geotechnical Recommendations (to be included in Design Documents for Task 2).

Task 2 - Design Services:

The proposed wastewater improvements include design of a septic tank and soil absorption system to serve the Public Works Shop and Quonset hut. The proposed water improvements include new services that connect the two buildings to a nearby City water main. The water and wastewater improvements will be designed to meet all relevant design standards and sized for the anticipated building usage.

Design submittals include the following deliverables: 75% Design Documents and Final Design Documents (Bid Documents). Tasks include preparation of civil drawings, specifications, Engineer's Estimate and engineering support documents. The plans will contain at least the following sheets: Cover Sheet, Existing Conditions, Demolition Plan, Site Plan, Septic System Plan, Utility Plan/Profile, and sections and details.

This task includes one review meeting (by teleconference) with City of Dillingham stakeholders to discuss the 75% Design submittal review comments.

The Final Design deliverable will advance the documents to completion to include addressing 75% Design review comments generated by the Owner. An engineer's construction cost estimate will be provided with the 75% and final project deliverables.

Deliverables for Task 2:

- 75 percent Project Manual which includes drawings and specifications (electronic file in .pdf format transmitted via e-mail). Drawings to be electronically provided at half size.
- 75 percent engineer's construction cost estimate (electronic files .pdf format) AACE Class 2 estimate.

October 16, 2024
 Dillingham Septic System & Water Service
 Proposed Scope & Fee

- Review meeting agenda and notes (electronic copy in .pdf format transmitted via e-mail).
- Final Project Manual (electronic file in .pdf format transmitted via e-mail). Drawings to be electronically provided at half and full size.
- Final engineer's construction cost estimate (electronic copy in .pdf format transmitted via e-mail).

Task 3 - Permitting Services:

The project will require a formal plan review and approval process through the State of Alaska Department of Environmental Conservation (ADEC) for the wastewater drain field and water system. The expected agency permitting efforts for this project include:

- Prepare and submit application packages consisting of engineering documents, calculations, and checklists for plan review and Approval to Construct permit from ADEC for the wastewater system.
- Coordination with ADEC to discuss and resolve outstanding comments.
- Submit required information to ADEC for interim and final Approval to Operate permit for the wastewater system.

Preliminary analysis of the site indicates that there are wetlands in the area. It is assumed that a drainfield site can be developed without impacting wetlands. It is further assumed that no wetlands permitting through the U.S. Army Corps of Engineers' (USACE) will be required for this project. If an USACE Permit is needed, a contract modification for additional services would be needed.

Task 4 - Bidding Assistance:

Bidding assistance services will include reviewing and responding to bidder questions, and preparing contract addendums as needed.

Additional Services:

CRW will provide other services in response to written request for services from the City of Dillingham Project Manager. CRW is not authorized to complete work on any additional service task without authorization from the City. If the Owner determines that additional task items will be required, CRW will provide a scope and fee proposal to the City to complete the requested work.

These services may include but are not limited to:

Construction Support Services (Future)

CRW will provide construction services as a future contract amendment at the request of Dillingham. Construction support services may include, but not be limited to: review and respond to material submittals, conduct periodic site visits, attend construction meetings, review and respond to contractor questions/request for more information, and conduct final inspections. CRW will also prepare record drawings of the water system and wastewater system after construction is complete upon request.

SCHEDULE

CRW is prepared to begin immediately and complete the work of this proposal per the below schedule:

- Field Surveying and Geotechnical Investigation: Begin upon receipt of Notice to Proceed
- 75% Design Submittal: 60 days after receipt of NTP
- Final Design (Bid Documents): 30 days after receipt of 75% Design review comments

October 16, 2024
Dillingham Septic System & Water Service
Proposed Scope & Fee

FEE

CRW proposes to complete these services on a time and expense basis in the amount of \$90,750. The fee breakdown by task and hours is included in Attachment A.

ASSUMPTIONS

- All work will be completed on a time and materials basis in accordance with CRW 's 2019 General Engineering Services contract using 2024 rates.
- It is assumed that the airspace will allow CRW to operate a UAV for orthophoto purposes.
- City of Dillingham to provide excavator/backhoe and operator to dig test pits for the geotechnical field work.
- Geotechnical field work will be conducted at same time as survey field work.
- With the approaching winter, CRW assumes that that survey will be completed on ground that is free of ice and snow.
- Weather delays will be additional and billed at 8-hours per crewmember per day plus expenses.
- Construction support services will be provided by contract amendment if desired by the City of Dillingham.

We look forward to assisting the City of Dillingham with this effort. If you have any questions or comments regarding this proposal, please don't hesitate to contact me.

Sincerely,
CRW Engineering Group, Inc.



Pete Bellezza, P.E.
Principal/Civil Engineer

Phone: (907) 646-5640
Email: pete.bellezza@crweng.com

Section . Item 3.

CITY OF DILLINGHAM, ALASKA

Water Service & Septic System Design
Fee Proposal

Task & Subtask Description	Name, Rate & Projected Hours CRW Engineering Group, LLC					Cost \$		
	Engineer X \$230	Engineer V \$180	Geotechnical Engineer \$190	Technician VI \$170	Administrative IV \$140	Total Labor	Expenses	Total Subtask
Task 1 - Field Surveying & Geotechnical Services								
Field Surveying	2	2				\$820	\$27,440	\$28,260
Surveying Office Tasks	2	2				\$820	\$10,110	\$10,930
Geotechnical Analysis	2	2	8			\$2,340	\$1,000	\$3,340
Total Task 1:	6	6	8	0	0	\$3,980	\$38,550	\$42,530
Task 2 - 75% Design and Final Design								
75% Plans and Specifications	24	48	2	40	2	\$21,620		\$21,620
Construction Cost Estimate	4	16				\$3,800		\$3,800
Design Review Meeting (Teleconference)	4	4				\$1,640		\$1,640
Final Plans and Specifications	12	24		24	2	\$11,440		\$11,440
Construction Cost Estimate		4				\$720		\$720
Design Review Meeting (Teleconference)	2	2				\$820		\$820
Total Task 2:	46	98	2	64	4	\$40,040		\$40,040
Task 3 - Permitting Services								
ADEC Permitting	4	12			2	\$3,360	\$1,500	\$4,860
Total Task 3:	4	12	0	0	2	\$3,360	\$1,500	\$4,860
Task 4 - Bidding Assistance								
Pre-Bid Meeting/Coordination	2	2			1	\$960		\$960
Respond to Bidder Questions/Prepare Addendum	2	6				\$1,540		\$1,540
Bid Opening/Coordination	2	2				\$820		\$820
Total Task 4:	6	10	0	0	1	\$3,320		\$3,320
TOTAL BASIC SERVICES:	62	126	10	64	7	\$50,700	\$ 40,050	\$ 90,750

Notes and Assumptions:

- 1) All work will be completed on a time and materials basis in accordance with CRW 's 2019 General Engineering Services contract using 2024 rates.
- 2) It is assumed that the airspace will allow CRW to operate a UAV for orthophoto purposes.
- 3) City of Dillingham to provide excavator/backhoe and operator to dig test pits for the geotechnical field work.
- 4) Geotechnical field work will be conducted at same time as survey field work.
- 5) No bid support or construction support is included.

Mayor
Alice Ruby

City Manager
Daniel Decker



Dillingham City Council
Bertram Luckhurst
Michael Bennett
Steven Carriere
Curt Armstrong
Kaleb Westfall
Kevin McCambly

MEMORANDUM

Date: November 5, 2024
To: Dan Decker; Acting City Manager
From: Phil Baumgartner; Public Works Director
Subject: **Public Works Septic and Water Design Proposal**

Public Work's deos not have functioning septic nor potable water systems. Which is reported to have been the case for some time with no plans to be remedied.

A proposal for Sewer System improvements for several services in the vicinity of Public Works was acquired in February of 2024 at an estimated cost of \$8,060,000.

There are no efforts to accept and move on that proposal. It would be appropriate to provide this critical infrastructure at the Public Works facilities and at the lower proposed price of \$90,750.

I recommend we accept CRW's proposal for Septic System & Water Service Design for Public Works Shop and Quonset Hut (attached).

Phil Baumgartner

Phil Baumgartner

Public Works Director






CRW FN

Final Audit Report

2025-02-03

Created:	2025-02-03
By:	Anita Fuller (anita.fuller@dillinghamak.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFqKQnUuek4XofoRnDDCB7hC6ZFOfLySO

"CRW FN" History

-  Document created by Anita Fuller (anita.fuller@dillinghamak.us)
2025-02-03 - 11:00:27 PM GMT
-  Document emailed to Daniel Decker (manager@dillinghamak.us) for signature
2025-02-03 - 11:00:33 PM GMT
-  Email viewed by Daniel Decker (manager@dillinghamak.us)
2025-02-03 - 11:01:45 PM GMT
-  Document e-signed by Daniel Decker (manager@dillinghamak.us)
Signature Date: 2025-02-03 - 11:01:58 PM GMT - Time Source: server
-  Agreement completed.
2025-02-03 - 11:01:58 PM GMT

CITY OF DILLINGHAM, ALASKA**RESOLUTION NO. 2025-06****A RESOLUTION OF THE DILLINGHAM CITY COUNCIL ACCEPTING THE JAIL CONTRACT FROM THE STATE OF ALASKA FOR OPERATING A REGIONAL AND COMMUNITY JAIL.**

WHEREAS, the City of Dillingham recognizes the crucial importance of an effective and efficient correctional facility to maintain public safety; and

WHEREAS, the State of Alaska has presented a Jail Contract to the City, offering support for the operation of a regional and community jail; and

WHEREAS, the City Council has thoroughly reviewed the terms and conditions of the Jail Contract, acknowledging its potential benefits and alignment with the community's needs; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DILLINGHAM:

1. The City of Dillingham hereby accepts the Jail Contract from the State of Alaska for operating a regional and community jail.
2. The City Manager is authorized to execute all necessary documents related to the Jail Contract on behalf of the City.
3. The City Council expresses its gratitude to the State of Alaska for their collaboration and support in addressing the community's correctional needs.
4. The City Council acknowledges the financial terms of the contract, approving the amount of \$606,374 for the period from July 1, 2025, through June 30, 2025, representing the total payment due for FY25.
5. The City Council directs the appropriate departments and officials to coordinate with the State of Alaska to ensure the successful implementation of the terms outlined in the Jail Contract.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

ADOPTED by the Dillingham City Council on March 3rd, 2025.

Alice Ruby, Mayor

ATTEST:

[SEAL]

Abigail Flynn, Acting City Clerk

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

Section . Item 4.

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated A

1. Agency Contract Number 250001658	2. Contract Title Regional and Community Jail: Dillingham	3. Agency Fund Code 1004	4. Agency Appropriation Code JCOJ01004-160000002-3020-5016
5. Vendor Number CIU8415	6. IRIS GAE Number (if used) 250001658	7. Alaska Business License Number Not Applicable	

This contract is between the State of Alaska,

8. Department of Corrections	Division Pretrial, Probation and Parole	hereafter the State, and
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9. Contractor City of Dillingham, Police Department	hereafter the contractor
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Mailing Address P.O. Box 869	Street or P.O. Box 404 D Street	City Dillingham	State AK	ZIP+4 99576
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10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins July 1, 2024, and ends June 30, 2025.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$606,374.90 in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Corrections	Attention: Division of Pretrial, Probation and Parole
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Mailing Address P.O. Box 112002, Juneau, Alaska, 99811	Attention: Administrative Officer (ph. 907-465-3182)
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12. CONTRACTOR	14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm City of Dillingham	
Signature of Authorized Representative _____ Date _____	
Typed or Printed Name of Authorized Representative Daniel E. Decker Sr.	
Title Acting City Manager (ph. 907-842-5211; fax 907-842-5691)	

13. CONTRACTING AGENCY	Signature of Head of Contracting Agency or Designee	Date
Department/Division Corrections / Division of Pretrial, Probation and Parole	Date	
Signature of Project Director	Typed or Printed Name	
Typed or Printed Name of Project Director Dusty Dumont	Title Procurement Specialist	
Title Department of Corrections, Director of Pretrial, Probation and Parole		

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES
July 1, 2024 through June 30, 2025**

**Appendix C
General Terms**

Parties

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Dillingham, herein referred to as the "Borough/City".

1. Services

Provide short-term Regional and Community Jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

Please note that an updated version of The Standards is currently under review and may be issued during this fiscal year. As such, please continue to abide by the current Standards.

As used in this contract, "Community Jail Administrator", "DOC Oversight Officer" and "State Regional & Community Jail Coordinator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

2. Sole Agreement

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the jail participating in the Regional and

Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

3. Effective Date/Termination/Amendments

This contract is effective **July 1, 2024** and continues in force through **June 30, 2025** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a one-year contract.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

4. Responsibilities of the Parties

General Responsibilities of the Borough/City

The Borough/City Shall

- a. Immediately notify the Department of Corrections Jail Administrator of any facility operational or security issues relating to the jail operations that directly impact the care and confinement of prisoners as outlined and required under the Jail Standards. This includes but is not limited to any issues associated with the daily operations such as: facility closures, infrastructure issues, heating or water issues, staffing shortages, etc.
- b. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all Community Jail Administrators and an opportunity to comment.
- c. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- d. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- e. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- f. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention. The Borough/City shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- g. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections as long as there are reasonable grounds to believe the

prisoner is within the Borough/City limits.

- h. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- i. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the prisoner's institutional adjustment, and records of medical and dental treatment. Enter prisoner information into the Alaska Corrections Offender Management System (ACOMS) within 24 hours of admission into the jail facility. These prisoner records must be in a prisoner's file when they are transferred from the Regional and Community Jail facility to another state correctional facility.
- j. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- k. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- l. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.
- m. The Borough/City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for ensuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.
- n. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self-insurance carried by the State.
- o. Hold that the Borough/City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough/City under this agreement up to the Borough/City policy limits as noted in Section 4(m). The Borough/City shall not be required to indemnify the contracting

agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough/City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough/City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough/City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Borough/City and in approving or accepting the Borough/City work.

- p. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- q. The Regional and Community Jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- r. The Regional and Community Jail must prepare and present an annual operational budget that reflects the necessary resources required for facility operations. Operational budget will be prepared in the manner and detail prescribed by the oversight agency and will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- s. Annual operational budget for each fiscal year is due to the Department's State Regional and Community Jail Administrator on July 15 of each year.
- t. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example: Fiscal Year 2026 is due to the State Regional and Community Jail Administrator on October 1, 2024 for inclusion in the annual Department of Corrections' fiscal year 2026 operating budget request.
- u. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year.
- v. Quarterly financial reports are due to the State Regional and Community Jail Administrator on the following dates of each fiscal year:
 - July – September – quarterly and year-to-date financial statement due on October 31.
 - October – December – quarterly and year-to-date financial statement due on January 31.
 - January – March – quarterly and year-to-date financial statement due on April 30.
 - April – June– quarterly financial and year-to-date financial statement due on July 31.

- w. Provide a monthly accounting of prisoner statistics by the 15th day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

"Man-day" indicates a prisoner was confined for more than four (4) hours in one twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

The Regional and Community Jail shall send all annual budget reports, quarterly reports, and monthly "man-day" reports to the following email address: doc.communityjailsunit@alaska.gov.

- x. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.
- y. Regional and Community Jails accessing the Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
1. Full name
 2. Residence Address
 3. Telephone
 4. Date of birth
 5. Valid driver license and state of issue, or other photo identification
 6. Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Regional and Community Jail will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

- z. The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include, but not limited to, conducting investigations, background checks, audits and training. The Contractor is responsible for all costs

associated with PREA compliance, to include certification by an accredited auditor.

- aa. Public information requests to include, but not limited to, media inquiries, Freedom of Information Act (FOIA), and Alaska Public Records Act regarding state persons held in a Regional or Community Jail will be directed to and coordinated by the DOC Public Information Officer (PIO). The Department and Jail Administrator will coordinate to identify necessary documents and meet requested deadlines. No information shall be released without the DOCs Jail Administrator and PIO's approval.
- bb. If a person(s) is held in a jail facility under a qualifying charge/conviction and DNA was not already collected for that specific qualifying offence by the arresting entity, staff shall collect DNA prior to being release from custody. DOC will collect DNA samples for prisoners transported to a DOC facility.

Once DNA has been collected, the completed kit will be sent to the crime laboratory via certified mail. This may be done individually or in batch mailing and must be mailed within 5 business days.

The date of collection, date of mailing, and certified mail tracking number must be entered and verified in the Alaska Corrections Offender Management System (ACOMS).

If a prisoner refuses to voluntarily submit to DNA collection, immediate notification to the Jail Administrator is required.

- cc. Make beds available for sentenced prisoners releasing from DOC custody up to 20 days, the maximum number of days a person is allowed to be held.

5. General Responsibilities of the Department of Corrections

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.
- b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.
- c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.
- d. Provide on-going technical assistance and training for Regional and Community Jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the Community Jail.

- e. Throughout the contract term, the DOC Oversight Officer will perform audits to ensure that the Borough/City are following PREA guidelines.

6. Medical and Dental Care and Reimbursement

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, “necessary medical care” has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term “necessary medical care” and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
 - i. control bleeding;
 - ii. relieve pain;
 - iii. eliminate acute infection;
 - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
 - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider and take reasonable steps to guard against misuse or overdose of medicines by prisoners.
- c. Adopt emergency medical procedures and make available telephone numbers for medical, psychiatric, or other health services, so that staff will have ready access to such information.
- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld.

To obtain approval, Borough/City staff should contact the Department of Corrections

Health and Rehabilitation Services (HARS) Office (24 hours a day, 7 days a week) at (888) 411-8942.

- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons
 - (1) held under the authority of AS 47,
 - (2) accepted into the facility while unconscious or in immediate need of medical attention,
 - (3) receiving medical services for elective, cosmetic or other medical services that are unnecessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:
 - (1) a copy of the medical bill with the prisoner’s name and a description of the services rendered,
 - (2) a copy of the monthly booking form showing the prisoner’s date and time of booking, and
 - (3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or any insurance carrier or other third-party payer.

7. Transfers and Transportation of Prisoners

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.
- b. The Borough/City shall immediately notify the Department of Public Safety to request that a prisoner be transferred from the facility to one outside of local boundaries because;

- (1) a court has ordered the transportation;
 - (2) the prisoner has been incarcerated in the facility for 20 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or
 - (3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.
- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department of Public Safety arranges transportation for the prisoner.
 - d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

8. Sentenced Electronic Monitoring

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate an Amendment to this contract and utilization of the DOC BI, Inc. Electronic Monitoring contract.

Sentenced Electronic Monitoring:

The Department will provide additional funds if the Borough/City will take Sentenced EM placements and supervise them. The Department will provide \$10,000 for the first 1-5 prisoners and \$5,000 for each additional 5 prisoners annually. If a Borough/City has any number between 1-5 at any given time during a fiscal year, example 7/1/24 through 6/30/25, they will receive the full \$10,000. If the Borough/City exceeds 5 and has any number between 6-10, they will receive the full \$5,000, for any number between 11-15 at any given time during the fiscal year they will receive another \$5,000 in full and so on for each additional 5 Sentenced EM placements, they will receive another \$5,000.

To further illustrate, by way of example, if a Borough/City had for any particular month in a fiscal year 26 Sentenced EM placements they would receive \$35,000 for that fiscal year. The breakdown of the \$35,000 is: 1-5 Sentenced EM \$10,000 + 6-10 Sentenced EM \$5,000 + 11-15 Sentenced EM \$5,000 + 16-20 Sentenced EM \$5,000 + 21-25 Sentenced EM \$5,000 + 26th Sentenced EM \$5,000 = a total of \$35,000.

If a Borough/City elects to participate in the Sentenced Electronic Monitoring they will automatically receive \$10,000 and it will be added to Appendix D. If at any time throughout the contract they exceed 5 Sentenced EM placements, they will receive an additional \$5,000 for each additional 5 Sentenced EM placements. The Department is not going to prorate this by day or period of time, it will add the additional \$5,000 for every additional 5 Sentenced EM placements when either notified by the Borough/City through their monthly count sheets or the DOC recognizes the additional Sentenced EM placements on the monthly count sheets. The DOC will exercise a unilateral amendment and automatically add the funds to their contract. The unilateral amendment will be used to expedite the

amendment process for both parties, only as it applies to this Section 8 Sentenced Electronic Monitoring.

If a prisoner has been sentenced and only has 20-30 days they can go to Sentenced EM, stay in their community and not have to be housed in the jail or transported out of their community to a prison. If prisoners on Sentenced EM run away or violate the conditions of their EM placements, they will go to prison.

9. Pretrial Program Services

a. Assessment & Database Collection:

Complete training and comply with DOC policies for the following program services:

Complete inmate bookings by utilizing the ACOMS software system. Complete and submit the Alaska pretrial risk assessment tool (AK-2S), located in the ACOMS software application and submit release recommendations for the courts. Meet all risk assessment and recommendation timeline requirements by scheduled initial appearances. Participate in remedial training and quality evaluation as needed.

Document all contacts and pretrial actions with defendants in the ACOMS software application to ensure proper and complete records are maintained. Notify and file pretrial status and/or violation reports and paperwork through the court as needed.

*****Service currently not included but can be added via amendment throughout the life of the contract*** The amount for this service would be \$8,516.00**

b. Community Pretrial Electronic Monitoring:

Complete training and comply with DOC policies for the following program services:

Defendants may be required to have electronic monitoring (EM). Electronic monitoring requires that defendants are fitted with the proper device at the time of release. Related data about the defendant and the EM restrictions should be loaded into the web-based database utilized for EM and noted in the ACOMS software application. Most defendants on EM will be moderate or high-risk defendants, but low-risk defendants may also be placed on EM with court orders. EM also requires monitoring of the system and response to EM alarms and alerts. This can be accomplished in a variety of ways, such as EM monitoring by DOC staff, monitoring by Community Jail staff, or monitoring by local dispatchers, who will then contact local providers, Police Departments (PDs), for response to alerts and alarms. Defendants placed on EM may require occasional action such as notification to the court for those in violation of release conditions. Coordination for arrests may also be required for defendants who are in violation. Community and Regional Jails will not charge pretrial defendants a fee for EM services.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently not included but can be added via amendment throughout the life of the contract*** The amount for this service would be \$19,871.00**

c. Community Pretrial Monitoring and Pretrial Supervision

Complete training and comply with DOC policies for the following program services:

Defendants placed on Pretrial monitoring may require occasional action such as phone contact for reminders about upcoming court appearances, or home visits for defendants to ensure compliance with release conditions. Notification to the court or potential coordination for arrests may also be required for defendants who are in violation.

Provide Pretrial supervision for low, moderate and high-risk pretrial defendants who are released from jail. Pretrial supervision involves occasional office visits (when necessary), random home visits, and phone contact with defendants as well as reminders about upcoming court appearances. Defendants placed on Pretrial supervision may require occasional action such as drug and alcohol testing as well as notification to the court for those in violation of release conditions. Coordination with Pretrial for arrests may also be required for defendants who are in violation.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently not included but can be added via amendment throughout the life of the contract*** The amount for this service would be \$7,097.00**

d. Diversion Programs

Complete training and comply with DOC policies for the following program services:

Coordinate diversion programs with prosecutors, treatment providers, law enforcement, and other interested parties. Diversion programs will be tailored to each community and what can be offered and supported. Programs will be clearly defined with related performance measurements. Develop and implement programs to divert appropriate defendants to services while still achieving public safety outcomes. Funding allocation for diversion programs will be distributed upon program authorization by the Pretrial Services Director.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently not included but can be added via amendment throughout the life of the contract*** The amount for this service would be \$18,925.00**

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES
July 1, 2024 through June 30, 2025**

**Appendix D
Payment Provisions**

1. The total contract amount for the Borough/City of Dillingham is **\$606,374.90** for the period from **July 1, 2024 through June 30, 2025** and represents the total payment due for FY25. This will be a one-year contract with the option to add Pretrial Services programs and Sentenced Electronic Monitoring to the contract. 8 Beds.
2. It is specifically agreed by the parties that the Department of Corrections will not provide funding for annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The Borough/City shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the Borough/City under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

G:\Supply\CommunityJailContracts\COMJAILS FY25\Dillingham.doc

Appendix List:

- A General Provisions
- B Not used
- C General Terms and Indemnity and Insurance related language
- D Payment Provisions
- E State of Alaska, Community Jails Program: Standards for Jail Operation
As produced and adopted by the Governor's Task Force on Community Jails,
November 1994

City of Dillingham
Fiscal Note

Agenda Date: February 13, 2025

FY2025 Jail Contract - Revenue

ORIGINATOR: Finance Director

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
AMOUNT RECEIVED: \$606,374		FUNDING SOURCE	
FROM ACCOUNT		SOA Department of Corrections/City of Dlg	
1000 xxxx 20 24 0000 0	Corrections	Project Community Jail Operations	
TO ACCOUNT:	VERIFIED BY: Anita Foran	Date: 2/10/2025	

EXPENDITURES

OPERATING	FY25	FY26	FY22	FY23
1000 xxx 20 24 0000 0	\$773,407			
TOTAL OPERATING	\$ 773,407.00	\$ -	\$ -	\$ -

CAPITAL	\$ -			
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REVENUE	-			
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FUNDING

General Fund	\$167,033			
SOA Dept of Corrections	\$606,374			
Capital Project				
Other				
TOTAL FUNDING	\$ 773,407.00	\$ -	\$ -	\$ -

POSITIONS

Full-Time				
Part-Time				

Analysis: (Attach a separate page if necessary)

Resolution 2025-06

Original FY25 Budget had an anticipated budget of \$720,000 for the Jail Contract. Budget Expenses are based on FY25 Adopted Budget and is in process of review for a Budget Revision.


PREPARED BY: Anita Fuller AF

February 10, 2025

DEPARTMENT: Finance

APPROVED BY: [Signature]

MEMORANDUM

TO: Dillingham City Council, Mayor Ruby and Acting Manager Decker
FROM: Samuel Severin 
RE: February 13, 2025 Special Meeting
DATE: February 20, 2025

During the recent special meeting on February 13, 2025, our office was asked for advice regarding the propriety of the special meeting. Two Council members objected to the special meeting. The verbal objections stated during the roll call fall into three categories. First, that the special meeting was inappropriate in a general sense, or that the topics were not appropriate for a special meeting. Second, that Council members did not receive appropriate notice. Third, there were objections to specific agenda items, such as that a specific resolution was not lawful. The general theme of these objections, which must be seriously considered, is that holding the meeting was violative of the public trust and the Council’s obligation to the public.

1. Special Meetings in General

The city code provides:

2.09.020 Special meetings. A. Special meetings of the council are those meetings which are called by the mayor or any two members of the council for a time different than that fixed for the regular council meetings. The location of all special council meetings shall be the same as that authorized for regular meetings.

The regular meeting is “held on the first Thursday of each month at seven p.m.” A special meeting, per the code, is a meeting that is at a different time from the first Thursday of each month at 7:00. There is no content restriction for a special meeting. An emergency meeting (DMC 2.08.030) requires very specific findings of necessity. There may have been some confusion that a special meeting requires similar findings, but a special meeting has no such requirements. There is no basis under the code to conclude that the February 13, 2025 special meeting was facially or wholly inappropriate.

2. Notice.

The city code provides:

2.09.020 Special meetings. B. Advance oral or written notice of at least twenty-four hours preceding a special meeting shall be given each council member. The notice shall specify the time, place and subject matter of the meeting. No business shall be transacted at the meeting that is not mentioned in the notice. Notice shall be served personally on each member of the council or left at the member's usual place of business or residence by the city clerk or the clerk's designee. The notice provisions of Section 2.08.020 also apply.

The following factual summary is focused on the notice provided to those members absent from the meeting. The City Clerk provided screenshots of texts, a call log, an affidavit, and a copy of the e-mail notice, as described below.¹

On February 11, the clerk called all council members. Voicemails were left with three Councilmembers (Luckhurst, Bennett, Westfall). Mr. McCambly's phone did not allow for voicemail. Councilmembers Bennett and Westfall did not respond to voicemails left for them by the clerk.

On February 11th, the clerk texted Councilmembers Bennett, McCambly, and Westfall. "Can you please give me a call? My text messenger isn't working well today." Councilmembers Bennett, McCambly, and Westfall did not respond.

On February 12, the clerk provided all Council members notice of the special meeting by e-mail, including a copy of the agenda describing the location, time and place of the special meeting.

On February 12, the clerk gave notice by text message to Bennett, McCambly, and Westfall, but did not receive a response.

Sometime between noon and 1:00 p.m on February 13, Jon Sorenson hand delivered the special meeting agenda to Mr. Bennett's residence, to Mr. McCambly's workplace at Nushagak Cooperative, and to Mr. Westfall's workplace at the Dillingham High School front office.

¹ For brevity, the documents are not attached here but will be provided upon request.

Advance oral or written notice was provided on February 11 (roughly 48 hours in advance) by voicemail and text message. “Advance oral or written notice,” as required by DMC 2.09.020B, was also provided on the 12th (more than 24 hours prior to the meeting).

The code provides that advance oral or written notice must be given to each council member. It does not specify that each council member must receive it or acknowledge the notice for it to be considered valid.

The clerk, through her designee, provided personal service to Councilmembers Bennett, McCambly, and Westfall. The code does not require that the personal service be made by a certain time prior to the meeting. The clerk’s efforts satisfied the code requirements for notice to councilmembers.

An agenda was published for the meeting. It was posted online and around town on February 12, the day before the meeting. DMC 2.08.020 states that for a special meeting, public posting not less than 24 hours prior to the meeting is appropriate. The published statement must contain the “date, time and place of the meeting.” If the meeting is a special meeting, then the above statement shall also contain the expected subjects of discussion, but the failure to list a subject does not invalidate any action taken at the special meeting. The agenda was a three-page, formal agenda. It gave notice of a workshop, various staff reports, and specific ordinances and resolutions for consideration by the Council. The substance of the agenda, as well as its publication, appear to meet the City’s public notice requirements.

3. Legality of Specific Ordinances or Resolutions

Councilmembers Westfall and McCambly objected to the special meeting during roll call. Their objections largely cited to the special meeting concerns described above. At least one mentioned Resolution 2025-02 specifically. It would be more helpful to have such comments noted ahead of time in order to correct any error, or to have the concerns brought up during the meeting when the resolution is discussed. That said, I have reviewed the resolution to provide guidance. Based on my initial review, there appears to be some confusing language contained in the resolution, but nothing that is necessarily unlawful. The confusing aspect is that the resolution is written as if the contract is for “professional appraisal services.” Yet, the contract appears to be for software and maintenance, described as:

Latest versions of your MARS databases.

City of Dillingham

February 20, 2025

Page 4

Up to 30hrs per year of tech support and training via phone or video call.

Direct input into the development of the MARS databases.

Syncing with FileMaker Go databases on an iPad (if applicable).

The resolution should be edited to more accurately reflect the nature of the underlying contract.

Please let me know if I may be of further assistance. To the extent there are additional facts that should be considered, I am glad to revise this memorandum or provide additional advice.