

CITY OF BETHEL

City Council Meeting Agenda, August 26, 2020 – 6:00 PM

Website: <https://www.cityofbethel.org/council>

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Perry Barr, Vice-Mayor Haley Hanson, Alyssa Leary, Mark Springer, Cece Franko, Michelle DeWitt, Hugh Dymont



Join Zoom Meeting

<https://zoom.us/j/99955238468?pwd=dzZWRWY4NXB1bVJnT2xkaERCaDA2QT09>

Meeting ID: 488 845 6188

Passcode: 13871

Dial by your location

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+1 669 900 9128 US (San Jose)

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+1 312 626 6799 US (Chicago)

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+1 301 715 8592 US (Germantown)

833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

5. APPROVAL OF AGENDA

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- 7.1. Evaluation and Determination of Transition Options for Interim City Manager and the Recruitment of City Manager (Mayor Barr)
- 7.2. AM -20-41 Authorizing the Acting City Manager to Negotiate and Execute an Agreement with Altman Rogers & Company, Certified Public Accountants and Kimberly K. Gearity, Attorney (Acting City Manager)

8. ADJOURNMENT

Posted August 24, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

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City of Bethel Action Memorandum

Action memorandum No.	20-41		
Date action introduced:	8-26-2020	Introduced by:	Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Authorizing the Acting City Manager to Negotiate and Execute Agreements with Altman Rogers & Co. Certified Public Accountants and Kimberly K. Geariety, Attorney.

Attachment(s):

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
	Funds in City Budget.	
X	Requires funding in FY 2021 Budget.	\$20,000

On August 11, 2020, the Bethel City Council made the following motion:

Under the provisions of AS 29.35.010(5), which permits the City to "investigate an affair of the municipality and make inquiries into the conduct of a municipal department" and BMC 4.20.170, Consulting Services for City Council, I want to make a motion to direct the City Attorney to procure on behalf of the City Council an independent contractor to conduct a review of municipal operations to include but not be limited to (1) employee complaints of improper conduct by supervisors (2) financial operations of the City and (3) management and accounting of CARES Act Funds.

The Council wishes to obtain services from these two contractors to help the City Attorney in the review of the three items mentioned in the motion.

The Council has been presented with a budget modification on August 25, with a public hearing scheduled for September 8th. As time is limited, the Administration is seeking authorizing to engage in the contracting for services prior to the final adoption of the Budget modification. Administration will initiate the agreement with the understanding funds may not be expended in association with this agreement until the Council has authorizing the budget modification.

August 18, 2020

Ms. Libby Bakalar
City Attorney, City of Bethel
300 State Highway
PO Box 1338
Bethel, AK 99559

Re: Workplace Investigation: City Council-Directed Review of Employee Complaints of Improper Conduct by Supervisors at the City of Bethel

Dear Ms. Bakalar,

This letter confirms you have requested on behalf of the City of Bethel ("City") that I conduct an independent workplace investigation into complaints of improper conduct by supervisors at the City. The Bethel City Council directed you to procure these consulting services at its regular City Council Meeting on August 11, 2020.

The Council Action approving this investigation arises from a resigned employee's complaint letter sent to the Mayor on August 3, 2020. That letter set forth general allegations of unprofessional treatment, disrespect, and an overall negative culture at the Finance Department under the leadership of the Acting Finance Director and the current City Manager.

The complaint letter also outlines specific allegations of wrongdoing by supervisory personnel, including but not limited to, alleged failure to promote, potential age discrimination, unlawful disclosure of personal medical information of an employee, the unlawful policy or directive limiting the use of email, and possible wage and hour violations.

I will report to you and work under the attorney-client privilege during this investigation. Although I am an attorney, I will not be serving as a legal advisor, but rather as an independent fact finder.

I will also work with you and the City Clerk, Ms. Lori Strickler, to obtain applicable documents and to assist in arranging the interview schedule. Although in-person interviews cannot be done, it is agreed that whenever possible the interviews will be done by Zoom. If Zoom is not an option, then the interviews will be conducted by

Ms. Libby Bakalar

Workplace Investigation Engagement Letter

August 18, 2020

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telephone. Once completed, a written, fact-finding report will be prepared and submitted to you for the City Council.

As discussed, the flat fee for this investigation will be \$10,000.00, subject to appropriation by the City Council. In the event that a new and significant allegation arises during the document review or interviews that exceed the current scope of this investigation I will contact you before proceeding on the new matter. I will submit an invoice to the City upon the conclusion of the investigation.

I trust you and the City Council are in agreement with these terms and the description of the scope of the workplace investigation. If so, please sign below and return a copy with your signature at your earliest opportunity. I am available to begin this investigation at the City's earliest opportunity.

If you have any questions at any time, please do not hesitate to contact me.

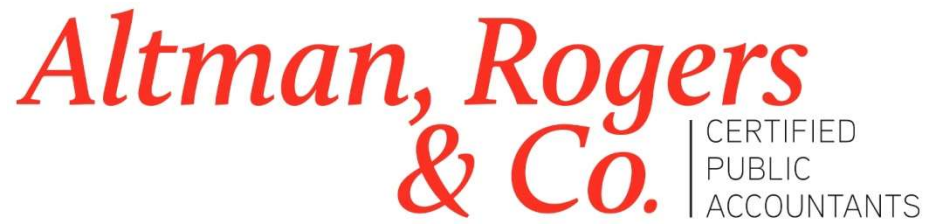
Sincerely yours,


Kimberly K. Gearity

I agree to terms set forth above regarding workplace investigation services to be provided and fees to be paid for the workplace investigation as described above.

By: _____ Date: _____

Title: _____



CITY OF BETHEL

FINANCIAL CONSULTING AGREEMENT

August 20, 2020

August 18, 2020

Libby Bakalar
City Attorney, City of Bethel
300 State Highway
Bethel, AK 99559

Dear Ms. Bakalar,

We are pleased to submit this agreement to engage with Altman, Rogers & Company for the City of Bethel's ("City") financial consulting needs. This agreement is made pursuant to the City Council's authority under BMC 4.20.170 and AS 29.35.010(5) and ensuing directive of August 11, 2020, to the City Attorney to procure an independent contractor to review the financial operations of the City and the management and accounting of CARES Act funds.

This agreement explains the terms and objectives of our consulting and related services and clarifies the scope of work to be provided.

A representative of the City is responsible for assuming all management responsibilities, and for overseeing any consulting or related services we provide. This representative should be, when possible, an individual within senior management who possesses suitable skill, knowledge, or experience. In addition, a representative of the City is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, we will inform you of any material errors and of any evidence of fraud or information related to fraud that comes to our attention during the performance of our review procedures. In addition, we will inform you of any evidence or information that comes to our attention during the performance of the review process regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. We are not responsible for identifying items or issues with accounting records prior to your engagement with our firm under this Agreement.

The objective of our consulting services will be to examine the general financial policies and procedures of the City and provide a report illustrating our understanding of the existing policies, those policies' application at the City, and any recommendations we have regarding changes to policies based on industry best practices. Additionally, we will also review the City's handling of federal Cares Act funding and provide recommendations as necessary to assist the City in meeting all applicable federal compliance and financial reporting requirements.

Our fees for these services will be billed at our firm hourly rates, which will vary from \$150-225/ hour. The total dollar amount of this contract will not exceed \$10,000, subject to appropriation by the Bethel City Council, including out of pocket costs.

If the consulting services our firm provides is expanded or altered in any other way, this consulting service agreement will be amended and signed by both parties. Those changes will supersede any prior accounting service agreements.

This agreement remains in effect until either party terminates the engagement or performance is complete.

We have the right to terminate this engagement, at our discretion, if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Our termination will release us from any obligation to continue providing accounting and related services and will constitute completion of our engagement. The City has the right to terminate this agreement if it determines termination is in the best interests of the City. In the event of termination by either party, the City agrees to compensate us for our time and any out-of-pocket expenses through the date of termination.

We welcome this opportunity to provide your organization the quality of services our current clientele has come to expect. If you have any questions regarding this agreement, please contact your engagement principal:

Brian Kupilik, CPA
Principal
(907) 274-2992 | briank@altrogco.com

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us. Please make a copy of this agreement for your records.

Sincerely,

ALTMAN, ROGERS & CO.



Brian W. Kupilik, CPA
Principal

AGREED TO AND ACCEPTED:

The foregoing is in accordance with my understanding of your engagement to provide consulting and related services. The terms in this agreement are acceptable and are hereby agreed to.

Representative Name (Printed): _____

Representative Signature: _____

Date: _____