



City of Bethel  
Parks, Recreation, Aquatic, Health & Safety Center Committee  
Regular Meeting - Monday, July 13, 2020 6:00 pm  
City Hall Council Chambers, Bethel, AK

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Brian Lefferts  
*Committee Chair*  
Term Expires 2020

Judy Wasierski  
*Vice-Chair*  
Term Expires 2021

Kathy Hanson  
*Committee Member*  
Term Expires 2021

Beverly Hoffman  
*Committee Member*  
Term Expires 2021

Garrett Hussion  
*Committee Member*  
Term Expires 2022

Rose Henderson  
*Committee Member*  
Term Expires 2023

Kathryn Baldwin  
*Alt. Committee Member*  
Term Expires 2020

Michelle DeWitt  
*Council Representative*  
Term Expires 2020

Stacey Reardon  
YK Fitness Center Director

Corbin Ford  
*Property Maint. Foreman*  
Ex Officio Member

Meetings will resume in-person participation. Participants will be required to wear facemasks while in the building and will be required to maintain six feet of distance between other participants.

We will also continue to hold meetings via Zoom.

To join this meeting, follow these instructions:

Go to the website, <https://zoom.us/join> or

Call: (888) 475-4499

Zoom Meeting ID: 566-285-696 Passcode: 367746

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PEOPLE TO BE HEARD – Three minutes per person**

We are still accepting written testimony from the public for each of our public meetings. Deadline to submit written testimony will be 4:00pm the day of the meeting. Please send written testimony to [pwadmin@cityofbethel.net](mailto:pwadmin@cityofbethel.net). Anonymous submissions will not be accepted.

**IV. APPROVAL OF AGENDA**

**V. APPROVAL OF MINUTES**

- A. June 8, 2020 Regular Meeting

**VI. UNFINISHED BUSINESS**

- A. City of Bethel Park Rules Signage  
B. Sport's Field Fence  
C. Phase II Multipurpose Facility  
D. 2020 Committee Goals  
E. Pinky's Park Developments and Updates Park Names  
F. 4<sup>th</sup> of July Event  
G. PFD Membership Sales  
H. 0.5% of Sales Tax Dedicated to YK Fitness Ordinance  
I. Health Fitness Contract

**VII. NEW BUSINESS**

**VIII. PROPERTY MAINTENANCE REPORT**

**IX. YK FITNESS FACILITY DIRECTOR REPORT**

**X. COMMITTEE MEMBER COMMENTS**

**XI. ADJOURNMENT**

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Posted July 7, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

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# City of Bethel, Alaska

## Parks, Recreation, Aquatic, Health & Safety Center Committee Minutes

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June 8, 2020

Regular Meeting

Bethel, Alaska

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**I. CALL TO ORDER:**

A regular Parks and Recreation Committee Meeting was held on June 8, 2020 via Zoom. Brian Lefferts called the meeting to order at 6:08 pm.

**II. ROLL CALL:**

Comprising a quorum of the committee, the following were present for Roll Call: Brian Lefferts, Judy Wasierski, Kathy Hanson, Beverly Hoffman, Garrett Hussion, and Michelle DeWitt.

Also Present: Stacey Reardon and Charlie Dan

Unexcused Absence: Rose Henderson

**III. PEOPLE TO BE HEARD:**

**IV. APPROVAL OF AGENDA:**

<b>MOVED BY:</b>	Judy Wasierski	Motion to approve Agenda.
<b>SECONDED BY:</b>	Kathy Hanson	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.	

**V. APPROVAL OF MINUTES:**

<b>MOVED BY:</b>	Beverly Hoffman	Motion to approve meeting minutes for May 11, 2020.
<b>SECONDED BY:</b>	Judy Wasierski	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.	

**VI. SPECIAL ORDER OF BUSINESS:**

**VII. UNFINISHED BUSINESS:**

A. City of Bethel Park Rules Signage-

<b>MOVED BY:</b>	Beverly Hoffman	Motion to recommend administration to order signs with verbiage Kathy stated.
<b>SECONDED BY:</b>	Judy Wasierski	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.	

B. Sport's Field Fence-

C. Phase II Multipurpose Facility-

D. 2020 Committee Goals-Possibly utilize a portion of the CARES money to make up loss of revenue

E. Pinky's Park Developments and Updates

**VIII. NEW BUSINESS:**

A. Park Names-Table

B. Clean up Green up-

C. 4<sup>th</sup> of July Event- elongate Parade route

D. PFD Membership Sales-PFD is coming early this year, possibly hold sales in July or the following year?

E. Proposed Health Fitness FY 2021 Budget

F. 0.05% of Sales Tax Dedicated to YK Fitness Ordinance

G. Park Concern/Issues-

H. Health Fitness Contract-

**IX. PROPERTY MAINTENANCE REPORT:**

**X. YKFC FACILITY DIRECTOR'S REPORT:**

**XI. MEMBER COMMENTS:**

Brian Lefferts: No Comment  
Judy Wasierski: Thank you, Vinny, for attending tonight  
Kathy Hanson: No Comment  
Beverly Hoffman: Thank you, Vinny, for attending  
Garrett Hussion: Thank you all for attending  
Michelle DeWitt: Thank you all for the technical support  
Kathryn Baldwin:

**XII. ADJOURNMENT:**

<b>MOVED BY:</b>	Kathy Hanson	Motion to adjourn.
<b>SECONDED BY:</b>	Beverly Hoffman	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.	

With no further business, meeting adjourned at 8:26 PM.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Brian Lefferts  
Committee Chair

\_\_\_\_\_  
Charlie Dan  
Recorder of Minutes

City of Bethel Action Memorandum

Action memorandum No.	20-25		
Date action introduced:	June 23, 2020	Introduced by:	City Manager Corazza
Date action taken:		Approved	Denied
Confirmed by:			

Summary Statement: Authorize the City Manager to negotiate and execute a contract renewal with Health Fitness for an additional two (2) years of professional services managing the Health Facility.

Attachment(s): copy of proposed renewal contract.

Amount of fiscal impact:		Account information:
	No fiscal impact	
FY 21 \$148,526 FY 22 \$152,981	Funds are budgeted and approved for FY21. FY22 has not yet been budgeted.	40-50-649
	Funds are not budgeted. Budget modification is required.	

In 2016, after a procurement process, the City of Bethel hired Health Fitness to operate and manage the Yukon Kuskokwim Fitness Center.

A few months ago, pursuant to section 4(b) of the contract, Health Fitness provided notice to the City of Bethel of its desire to renew the contract. After verifying that insurance was up to date, that all taxes were up to date and that the business licenses were up to date, the City of Bethel responded positively to the request. Since then renewal discussions have ensued.

Changes to this 2-year contract extension include: Increase in the fee amount FY-22 (above), deletion of the annual bonus incentive, changes to the maintenance plan dates and addition of a personnel management plan and deletion of the renewal provision.

This is the final renewal under the 2016 contract.

AMENDED  
YUKON KUSKOKWIM REGIONAL  
AQUATIC HEALTH & SAFETY  
CENTER

CITY OF BETHEL, ALASKA

OPERATIONS AND  
MAINTENANCE AGREEMENT

Covering the period between July 1, 2020 through June 30, 2022



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## **Amended Yukon Kuskokwim Regional Aquatic Health & Safety Center Operations and Maintenance Agreement**

This Amended Facility Operations and Maintenance Agreement (hereinafter "Agreement") is made and entered into on this 1st day of July 2020, (the updated Effective Date) by and between the **CITY OF BETHEL**, a municipal corporation (hereinafter "City") and **HEALTH FITNESS CORPORATION** (hereinafter "Operator").

### **PURPOSE OF AGREEMENT**

Operator is in the business of managing, operating and maintaining community swimming pools and recreational facilities.

City is a municipal corporation that owns and operates a community swimming pool and recreational facility with related fixtures, amenities and equipment for its residents, members and guests (collectively, "Visitors") and is seeking to retain Operator to assume the supervision, control, maintenance and operation of the Yukon Kuskokwim Regional Health and Safety Center (hereinafter the "Facility") under the terms of this Agreement.

In consideration of the mutual covenants set forth below, the parties agree as follows:

#### **1. SCOPE OF OPERATOR SERVICES**

Operator shall continue to operate and maintain the Facility as a public facility commencing on July 1, 2020, in continuation of the Agreement entered into in 2016 as amended herein. Operator and City shall determine the dates and hours that the Facility shall be open to the public (per Operation Plan described more fully below in Section 7 – Required Plans). Operator's professional services shall include, at a minimum, the services described in this Agreement (the "Services"). The parties may mutually agree to amend or modify the Services during the Term of this Agreement or any Extended Period to include additional Services or exclude unnecessary Services by doing so in a writing signed by both parties.

Operator is an independent contractor under this Agreement. Services provided by Operator pursuant to this Agreement shall be subject to the supervision of the Operator. In providing such services, neither Operator nor Operator's agents shall act as officers, employees or agents of the City. No partnership, joint venture or other joint relationship is created hereby. City does not extend to Operator or Operator's agents any authority of any kind to bind City in any respect whatsoever.

Operator shall perform Operator's duties, obligations and services under this Agreement in a skillful and professional manner. The quality of Operator's performance and interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards. Operator shall permit representatives of City to inspect, review or observe the services under this Agreement at any reasonable time.

## **2. LIST OF FACILITIES**

The Operator shall perform services under this Agreement at the Facility described in Exhibit A (List of Facilities) of the original Agreement. The City and the Operator shall, from time to time, amend Exhibit A to reflect changes in the Facilities that shall be covered under this Agreement, including, without limitation, amending Exhibit A to reflect the addition of real property improvements completed in accordance with the terms and conditions of this Agreement (if any) and to reflect withdrawal of Facilities as set forth below.

- a. Condition of Facility: Upon termination of this Agreement, the City and Operator will inspect the Facility and all property listed under Exhibit A. All property shall be accounted for and in good and operating condition, less reasonable wear and tear. The City shall give written notice to Operator of any defects in the condition of any of the equipment or property that is being provided to Operator under this Agreement. Operator will be responsible for repairs to or replacement of any damaged property at the sole cost and expense of the City.
- b. Facility Withdrawal: The City may withdraw all or portions of the Facility listed on Exhibit A at any time during the term of this Agreement if:
  - i. The withdrawal is necessary for the purpose of protecting the public safety or to protect, conserve and preserve the Facility;
  - ii. The operations utilizing the listed Facility have been terminated or suspended by the City; or
  - iii. Land or real property improvements that are made available to the Operator are no longer necessary for the operation;
  - iv. The withdrawal is necessary for use by the City or other reasonable need of the City.
- c. Effect of Withdrawal: Any permanent withdrawal of listed Facilities which the City or the Operator considers to be essential for the Operator to provide the services required by this Agreement will be treated as a termination pursuant to Section 21 of this Agreement. The Operator will be compensated pursuant to Section 3 for the value of any allowable incurred costs up to the date of the withdrawal. No other compensation is due the Operator in these circumstances.
- d. Personal Property: The City will provide certain items of personal property, including without limitation, removable equipment, furniture and goods, for the Operator's use in the performance of this Agreement. The City hereby provides to the Operator personal property listed in Exhibit A – Land, Real Property Improvements and Equipment.
- e. Utilities: The City will provide the following utilities at no cost to the Operator for use in connection with the operations required or authorized hereunder:
  - i. Electricity
  - ii. Water
  - iii. Sewer
  - iv. Fuel Oil
  - v. Internet and Voice Over Internet Protocol (VOIP) Telephone
  - vi. Solid Waste Disposal

- vii. Emergency Communications Line for Security and Fire
- viii. Heat

The following utilities are not provided by the City and are to be procured, managed and paid for by the Operator in accordance with the budget:

- ✓ Cable (if desired by Operator and submitted in the approved budget); Fees associated with cable will be passed through to the City.
  - ✓ Cleaning and laundry supplies
  - ✓ Laundry Supplies (towels, detergent, etc.)
  - ✓ First Aid, AED and CPR equipment and supplies
  - ✓ Postage and delivery fees in connection with the Facility, as needed
- f. Automobile. The City will provide a vehicle for Operator's exclusive use during the term of this Agreement. Said vehicle will be the sole property of City with Operator expected to use reasonable care in the operation and maintenance of the vehicle. Costs for maintenance and/or replacement of the vehicle will be the responsibility of the City.
- g. Capital Expenditures. The City is responsible for making capital expenditures for the Facility. Capital expenditures include all items for the Facility including, but not limited to, office equipment and furniture, computer hardware and connectivity, and audio/visual equipment.

### **3. COMPENSATION: PAYMENT SCHEDULE AND FEES.**

- a. Cost Plus Fixed Fee Type Agreement: This is a cost-plus-fixed-fee-type Agreement. This Agreement provides for the reimbursement of allowable incurred costs to the extent prescribed in this Agreement. The approved annual budget establishes the maximum total cost for the purpose of obligating funds and establishing a ceiling that the Operator may not exceed (except at their own risk) without the approval of the City. Allowable incurred costs are those costs directly attributable to operations and maintenance of the Facility. For the purposes of this Agreement, allowable incurred costs are those defined in the approved annual budget, are reasonable and prudent, and conform to generally accepted accounting practices.

Operator is expected to collect all revenue, including sales tax, generated from operation of the Facility for and on behalf of the City. Operator is to submit that revenue to the City monthly along with the monthly budget reports. Such revenue will be a projection in each budget and the budget shall be amended annually to reflect the previous year's revenue. ***Revenue derived from operation of the Facility is the property of the City and not compensation to the Operator. The City shall be responsible for any tax-related payments due and owing to the applicable taxing authority that are derived from the operation of the Facility.***

- b. Fixed Fee: The fixed fee payable by the City to Operator is One Hundred Forty-Eight Thousand Five Hundred Twenty-Six Dollars (\$148,526) for (July 1, 2020-June 30, 2021) and One Hundred Fifty-Two Thousand Nine Hundred Eighty-One Dollars ((\$152,981) in (July 1, 2021-June 30, 2022) (the "Fee") and shall be pro-rated monthly. The Fee includes profit and indirect costs that are not directly attributable to the operations and maintenance of the Facility, are generally considered to be overhead and

are generally provided off-site. The Fee includes, but is not limited to, proportionate share of home office expenses, management oversight and travel, accounting and clerical personnel, human resources management, payroll processing, invoicing and required reporting.

- c. Compensation for Personal Property: No compensation is due to the Operator from the City or a successor operator for the Operator's personal property used in operations under this Agreement. However, the City or a successor operator may purchase such personal property from the Operator subject to mutually agreed-upon terms. Personal property not removed from the Facility by the Operator in accordance with the terms of this Agreement shall be considered abandoned property subject to disposition by the City, at full cost and expense of the Operator, in accordance with applicable laws. Any cost or expense incurred by the City as a result of such disposition may be offset from any amounts owed to the Operator by the City to the extent consistent with applicable laws.
- d. Invoicing: The Operator shall invoice their Fee each month in advance. For example, the fixed fee for July shall be billed in June. City shall have thirty (30) days from receipt of the invoice to submit payment to Operator.

Operator shall also bill the City monthly for incurred costs for operating the Facility. Copies of all receipts and other invoices for which reimbursement is requested shall be included with the Operator's invoice. Such costs shall be in accordance with the approved budget. The City shall have thirty (30) days from receipt of the invoice to submit payment to Operator.

- e. Late Payment: Payments not submitted in a timely manner (within 30 days of receipt) shall incur a five (5%) penalty. If for any reason not the fault of the Operator, the Operator does not receive payment from the City within thirty-five (35) days after the time such payment is due, then the Operator shall assess a five (5%) percent finance charge to the invoice. If payment is not received within 30 days, the Operator has the right to send written notice to the City, alerting them of a fourteen (14) day remedy period. If payment is not received after that fourteen (14) day remedy period, the Operator shall have the right, at its option, and within its sole discretion, to interrupt its personnel and supplies from, and stop providing Services to, the City's Facility without any further or additional notice to the City.
- f. Disputed Invoices: In the event of a dispute regarding an invoice or part of an invoice, the City shall provide the Operator written notice of the dispute within ten (10) business days of receipt of the invoice. Operator and City agree to work cooperatively to resolve the matter. Should the parties be unable to resolve the dispute within thirty (30) calendar days after written notice, the parties agree to follow the dispute process laid out in this Agreement.
- g. Fee Adjustment: In the event this Agreement expires and the Services continue to be performed without a new Agreement, there will be a five (5%) increase to the Fees that will apply until a new Agreement can be made between the parties. This fee increase will be waived in the event that the renewal delay is caused by the Operator.

It is agreed to by both parties that this Agreement total can be adjusted either upward or downward if both parties decide on a change, which would affect the totals (i.e., Facility hours or number of staff, etc.) An amendment to this Agreement will be executed so that proper billing can be made and such terms made a part of this Agreement. No amendment may be made to this Agreement which will lower the minimum standards established in the Agreement. Both parties must sign any amendment to this Agreement before the respective terms will be binding.

#### **4. TERM OF AGREEMENT/RENEWAL**

- a. This Amended Agreement shall commence at midnight on the 1<sup>st</sup> day of July, 2020 and terminate on the 30th day of June, 2022 (the "Term").
- b. Renewal: This is the final extension to this contract. The City will issue a new Request for Proposals prior to the end of this contract.

#### **5. CITY'S RESPONSIBILITIES AND OBLIGATIONS**

- A. Cooperation: In order for Operator to provide the level and quality of Services under this Agreement as expected by City, Operator will expect the unconditional and full cooperation of City, which shall include, but not be limited to, the City agreeing to:
  - a. Make available to Operator access to the City's Facility as necessary to provide Services;
  - b. Respond to all reasonable requests of Operator to facilitate performance of the Services;
  - c. Provide good faith cooperation reasonably necessary for Operator to perform the Services;
  - d. Provide and maintain a telephone that has restrictions on long distance, 900 and 976 calls. Such telephones are intended for business use only and lifeguards may use them for necessary 911 calls and to page supervisors and managers. Operator will be responsible for ensuring long distance phone bills are kept to those necessary for operation of the Facility. For safety reasons, pool will be closed if phone is not operable.
  - e. Agrees to support Operator in the enforcement of all Facility rules and regulations. Enforcement may include temporary or permanent expulsion from the Facility of any person who fails to comply with any safety rule or regulation.
  - f. Provide Operator with three (3) sets of keys to all doors and gates.
  - g. Cooperate with, and provide assistance to, the Operator who will procure, in City's name and at City's sole cost and expense, all applicable music licenses.
  - h. Designate at least one (1) management level person as the Management Representative. On an ongoing basis, the Management Representative will devote an adequate amount of his or her time to provide management oversight for the program.
  - i. Provide IT services/licenses and support;
  - j. Provide building maintenance.
- B. Office Space: City will and provide a lockable and enclosed office space for the on-site program management staff which will contain the :
  - a. Telephone with conferencing and long distance capability;
  - b. Computer containing the City's standard software systems
  - c. Color printer with fax capability;
  - d. Internet access with secure firewall system;
  - e. File cabinets with capability of being locked

#### **6. DUTY TO NOTIFY**

Without prejudice to the other obligations in this Agreement:

- a. Operator shall, as soon as practicable after it becomes aware of the same, inform the City of any circumstances which affect, or will affect, its ability to perform the requirements under this Agreement;
- b. Operator shall notify City of any maintenance issues which it observes or should reasonably observe;
- c. Operator shall notify City of any IT issues which it observes or should reasonably observe; and
- d. City shall, as soon as reasonably practicable after it becomes aware of the same, inform Operator of any circumstances which affect, or will affect, its ability to operate the Facilities.

## **7. REQUIRED PLANS**

Operator will provide a facility manager, lifeguards and other personnel as reasonably required to operate the Facility in accordance with the pool schedules, hours of operation, and staffing requirements as shown in the most recent Operations Plan. Except for routine and emergency maintenance as required, City agrees to not enter the Facility without the express consent or knowledge by the Operator.

Upon the signing of this Agreement, Operator shall be expected to operate the Facility as per the current Plans set out in Exhibit C. These Plan set out the dates, times, hours and other essential operating parameters for the Facility. Operator will have Policies and Procedures in place for managing its personnel and those policies and procedures will be utilized for personnel management at the Facility. Thereafter Operator shall amend and update each plan in accordance with the process and timeline set out in subsection (i) below.

- a. Operations Plan: Operator shall submit a proposed Operations Plan annually to the City which shall include, at a minimum:
  - i. Proposed Facility schedules;
  - ii. Review of an/or recommended changes to the Fees and Rates set out in the most current City of Bethel Fee & Rate schedule;
  - iii. Proposed hours of operation
  - iv. Proposed program offerings;
  - v. Proposed staffing;
  - vi. Draft checklists for Natatorium/Pool Maintenance (daily, weekly, monthly, quarterly, annually);
  - vii. Draft Cleaning and Maintenance Checklists (daily, weekly, monthly, quarterly, annually);
- b. Personnel Policy and Procedure Manual: The Operator shall utilize its own personnel policy and procedure manual (hereinafter "Manual") for all Operator personnel. A copy of the Manual shall be provided to the City upon the signing of this Agreement. Operator shall review its Manual by November 1st of each year to ensure it fully complies with all State and local laws. Any deficiencies shall be addressed and corrected by Operator and a revised Personnel Policy and Procedure Manual shall be prepared. Operator shall provide City with a copy of any updates or changes to Operator's Personnel Policy and Procedure

Manual.

- i. Employee Orientation: Operator shall conduct orientation with each new employee which shall cover the health and safety practices of Operator and the City.
- ii. Hazards (Health and Safety) Meetings: Operator shall conduct a hazards (health and safety) orientation for all employees at least quarterly. This orientation shall cover, at a minimum, at least two (2) of the following topics:
  - The safety rules specific to Operator and/or City;
  - The Health, Safety and Wellness policies of Operator;
  - A tour of the work areas and Facility with a discussion associated with work area hazards and safe work practices;
  - Demonstrations and education on how to use emergency eyewashes, first aid kits, fire extinguishers, fire exits, fire alarm pull boxes;
  - Identification and training, where applicable, of workspaces and where hazardous materials are used, stored and/or disposed;
  - Review of Emergency Evacuation Plan; evacuation signals and procedures, pointing out proper exit routes and a designated assembly area;
  - Review of personal Protective Equipment (PPE) that may be required for any position/employee;
  - Review of proper reporting procedures in the event of an injury and/or accident;
  - Review of the Facility telephone list with names of Health and Safety Committee members highlighted as well as location of safety bulletin board and list of persons who may be contacted in case of an emergency.

Operator to document and maintain a record of all health and safety trainings/meetings and to forward a summary of the training and attendance to the Risk Manager within three (3) weeks of completion of the training or meeting.

- c. Budget: Operator shall submit a proposed operating Budget to the City for review. Operator shall submit a proposed budget annually no later than February 15 of each year. City shall review the proposed budget, discuss any requested modifications with Operator and present the proposed operating budget to the City Council for review and approval during the annual budget process each year. Other than the initial operating budget, annual budgets should encompass the timeframe from July 1 to June 30.

Because the Facility is a public facility, Operator and Operator's staff must observe a strict impartiality as to rates and services charged to all visitors in all circumstances. Operator shall have discretion to set reduced and/or complimentary rates for such things as corporate memberships; sponsorship of events; or other situations where it is a customary or reasonable business practice.

The City reserves the right to review and modify the Operator's complimentary or reduced rate policies and practices as part of its budget approval or whenever the City has articulable concerns regarding a decision by Operator to provide a complimentary or reduced rate.

- d. Maintenance Plan: The Maintenance Plan shall include, but is not limited to, addressing how Operator will provide continued maintenance of the Facility and the equipment located

within the Facility. Examples of areas to be addressed include:

- i. Maintenance, incorporating the manufacturers recommended procedure to comply with and maintain warranties of new equipment;
  - ii. Upkeep and maintenance of building equipment, including fitness equipment, pumps, valves, regulators, etc.,
  - iii. Upkeep and maintenance of sanitation and hygiene throughout Facility;
  - iv. Training of personnel on maintaining proper Facility cleanliness;
  - v. Checklists and schedules for daily, weekly, monthly, quarterly and annual cleaning;
  - vi. Recommended cleaning and maintenance supply list;
- e. Transition Plan: Upon either the City and Operator mutually agreeing not to renew the Agreement or upon the natural expiration of this Agreement, the Operator shall prepare a Transition Plan addressing how the City can manage the Facility on its own. The Transition plan shall include steps on how the City could achieve self-management of the Facility. The Transition Plan shall be completed and submitted to the City no later than sixty (60) days prior to termination of the Agreement.
- f. Amendment or Modification: Schedules, hours of operation, or staffing requirements may be amended or modified. Any amendment or modification to the hours of operation will be in writing, signed by both parties and attached as an addendum to this Agreement and incorporated into this Agreement with full affect. The parties agree that any amendment or modification will be in accordance with the fees and budget set out in this Agreement.
- g. Summary of Plan Deadlines: Operator shall provide draft Plans per the deadlines outlined below. City shall review the drafts and provide any feedback to Operator. Thereafter, Operator shall complete and submit the final plan to City.

Description	Draft Deadline	City Response Deadline	Final Plan Due
Operation Plan July 1 to June 30	February 1	March 1	March 30
Annual Operating Budget July 1 to June 30	February 15	March 15	March 30
Maintenance Plan	May 1	June 1	June 30
Personnel Policy and Procedures Manual	November 1	December 1	December 31

## 8. PERSONNEL

- a. Operator shall employ only personnel who have been properly trained, certified (if appropriate for the position at issue), and screened by Operator in accordance with Operator's personnel policy rules.
- b. Non-Discrimination: In carrying out this Agreement, Operator shall not discriminate against any employee or applicant for employment because of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry,

disability, or status as a disabled veteran. Operator's Personnel Policies and Procedures Manuals shall clearly reflect a non-discrimination policy.

- c. Personnel Approval: All personnel will be pre-screened, hired, trained, disciplined (if appropriate), and terminated (when appropriate) by Operator in accordance with Operator's personnel policies and procedures manual.
- d. Employer. All personnel who will work at the Facility under the terms of this Agreement shall be employees of Operator, and not employees of City. Operator will pay the following for Operator's employees:
  - i. Wages;
  - ii. Income tax withholdings;
  - iii. Social security withholdings;
  - iv. Medicare withholdings;
  - v. State unemployment insurance;
  - vi. Workmen's Compensation insurance;
  - vii. Any other State of Alaska or federal requirements.
- e. Reporting: Operator shall be solely responsible for complying with all State of Alaska and Federal employment reporting requirements such as, but not limited to, OSHA injury reporting, worker's compensation reporting, child labor reporting, etc.
- f. Certification: All lifeguards employed by Operator shall have, at a minimum, current American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates, or equivalent Lifeguard Training Certificates as required by the State of Alaska.

At all times during the term of this Agreement, Operator shall have at least two (2) employees with current certification as a Certified Pool Operator (CPO). At least one (1) of the CPO's shall serve in a management capacity.

- g. Identification: Lifeguards and all other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t-shirt displaying Operator's name and/or logo as well as identification badges.
- h. Authority: To create a safe and enjoyable experience, Lifeguards and management staff shall have the authority to discipline all individuals, including expulsion, who use the Facility and will do so within the Lifeguards or management staff's best judgment and sole discretion and will be consistent with all published and posted rules of the Facility and minimum safety standards. City agrees to support Lifeguard or management staff in enforcing the Facility rules and regulations to provide a safe environment.
- i. Drug, Alcohol and Tobacco Free Workplace: The Operator shall maintain, to the greatest extent possible, a drug, alcohol and tobacco free environment within and outside the Facility. The Operator shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, marijuana or alcohol, is prohibited in the Facility, and specifying actions that will be taken against the employee's for violating the prohibition. In addition, Operator shall establish a drug, alcohol, marijuana and tobacco-free awareness program to inform employees about the danger of drug, alcohol and

tobacco abuse in the workplace and the Facility and Operator's policy of maintaining a drug, alcohol and tobacco-free environment both in the workplace and in the Facility. Subject to applicable laws, the Operator shall take appropriate personnel action, up to and including termination, for any employee that is found to be in violation of any of these prohibitions.

j. Minimum Staffing/Services:

- i. Lifeguards: Operator will provide a sufficient number of qualified lifeguards to maintain adequate safety standards at the Facility and to comply with all Alaska rules and regulations. The lifeguards shall be responsible for maintaining orderly and safe conditions in and around the pool.
- ii. Instructors: Operator shall provide qualified instructor's to regularly provide swim lessons, exercise lessons and instruction for proper use of Facility equipment. The goal of providing lessons shall be to generate revenue and attendance at the Facility.
- iii. Gatekeepers/Concession Workers: Under this Agreement, Operator will provide a sufficient number of gatekeepers/concession workers to be on duty at all times during open hours.
- iv. Maintenance/Housekeeping: Operator will provide a sufficient number of employees to ensure the Facility remains reasonably clean at all times. Sufficient personnel must be on duty at all times to ensure regular inspections of the restrooms, mechanical rooms and locker rooms. Locker rooms are to be checked at a minimum once every fifteen (15) minutes in order to ensure the water is not left running, the area is reasonably clean, and theft is reasonably deterred.

**9. FACILITY CLOSURE**

- a. In case of emergency, Operator may close the Facility temporarily. An emergency may include, but is not limited to, any failure or threatened failure of Facility equipment or other unforeseen causes outside Operator's control. Such action will be documented in writing to City. City will be notified immediately by phone and fax of such closure. Further, Operator will publicly post the closing for such action at the location, will advise the local radio station as soon as practicable and will take all reasonable steps to inform the general public of the closure. No refunds will be given for temporary closings without the authorization of the City Council.
- b. The date on which the Facility is closed for any reason under this section will be the Facility Closing Date. The Facility may be closed by Operator for the following:
  - 1) Emergency Closing: Operator reserves the right to close the Facility if, in Operator's personnel's reasonable belief, there is a threat to the safety or welfare of visitors which may result from (without limitation): hazardous weather advisories, or contamination. Operator personnel will reasonably attempt to contact City's Representative if it is necessary to close the Facility early.
  - 2) Breakdown and Repair of Facility: In Operator's best judgment, Operator reserves the right to close the Facility due to a breakdown of the Facility including, without limitation, the Facility:
    - i. Is significantly inoperable for whatever reason;
    - ii. Requires repairs that must be performed during Facility hours of operation; or

iii. Requires repairs necessitating the pool being drained of water.

3) Annual Maintenance Closure: Operator and City may schedule an annual closure of the Facility for necessary cleaning and other repairs. If they choose to exercise this option, it is anticipated the closure will be no longer than two (2) weeks in duration and will be done in sections so as to minimize disruption to users of the Facility (for example, the pool area will be closed while the work-out rooms are open). Based on previous usage data, such annual closure, if it occurs, will be scheduled for the summer months whenever possible. This schedule may be amended however, as more reliable user data is collected.

c. In the event of a scheduled Facility Closing, the parties agree that there shall not be any cause for the amendment or modification of this Agreement and Operator will not refund any amounts of compensation paid by City because of a Facility Closing, except as allowed in Section d below.

d. Should a time lapse of more than seven (7) days from the Facility Closing Date be necessary to perform repairs and/or restore the Facility to normal operations due to the negligent acts or omissions of Operator, then beginning on the tenth (10th) day, Operator shall refund to City V2 percent (0.5%) per day of the total Agreement compensation. If the Facility is not opened for normal operation within ten (10) days after the Facility Closing Date due to the negligent acts or omissions of Operator, then the City may cancel this Agreement by giving seven (7) days advance written notice to Operator.

## **10. PRIVATE USE OF FACILITY**

The Facility is a municipal facility required to be made available to all members of the public. For this reason, the Facility may not be closed to the public for the sole purpose of accommodating the private use of the Facility.

Operator may make the Facility available for private use only after regular Facility hours. Private parties will be booked by the Operator and staffed by lifeguards and other necessary personnel provided by the Operator. The Operator will strictly enforce the Facility rules at these private events and if for any reason the persons attending do not adhere to the Facility rules, the Facility may be closed.

## **11. ADDITIONAL FACILITIES**

City acknowledges that neither the parking lot nor the wind turbine used to provide additional power to the Facility are under the direct supervision of Operator's personnel and shall be beyond the parties' intended scope of services to be provided by Operator.

In no event shall Operator be liable to any party for any loss or claim arising from any injury, damage, cost or other event or occurrence which takes place in any area not directly assigned to Operator under this Agreement, including but not limited to the Facility parking lot and the wind turbine (and area surrounding the wind turbine) used to provide additional power to the Facility.

## **12. REPAIRS/MAINTENANCE**

- a. **City's Responsibilities:** City is solely responsible for all reasonable maintenance and repair of the Facility except for damages from the negligent or otherwise actionable conduct of the Operator. City will maintain the Facility free of any mechanical, structural, electrical or fire hazards; in compliance with all applicable local and state codes; and in a good state of general repair and maintenance suitable for the Operator's use. City may enter the Facility at all reasonable times to examine the condition of the Facility.
- b. **Operator's Responsibilities:** Operator shall be responsible for general maintenance, preventative maintenance, repairs and housekeeping of the Facility to the reasonable satisfaction of the City. Operator maintenance includes, but is not limited to, all surfaces, furniture, fixtures, and equipment. This includes pool systems, fitness and exercise equipment, and concession equipment. Operator is not expected to make major repairs but is expected to maintain the Facility in reasonably good shape, less normal wear and tear. Operator is responsible for notifying City of any maintenance issues.
- c. **Maintenance:** Operator shall notify City of any significant maintenance or repair issues that occur at the Facility as soon as practicable but in no case no more than forty-eight (48) hours after the incident has occurred.
- d. Operator shall at all times during the term of this Agreement provide and maintain adequate safety equipment as outlined in Exhibit "B".
- e. Maintenance Records and Logs. The Operator shall maintain maintenance records and logs. At a minimum, these records shall include:
  - i. To the extent that the following pertains to matters for which Operator is responsible and that are included in the services to be performed by Operator under this Agreement and/or all other related documents, demonstrated compliance with current Alaska Department of Environmental Conservation (ADEC) regulations, including, but not limited to, the recording of the following information for each day that the Facility is open to the public:
    - ✓ The hours of operation;
    - ✓ The length of time that the pumps and filters are in operation, and the rate of pressure, vacuum, and rate of flow readings;
    - ✓ The date that each filter is backwashed or cleaned;
    - ✓ The frequency and results of alkalinity and hardness tests;
    - ✓ The frequency and results of pH and disinfectant tests (pH and disinfectant tests must be made two [2] or more times, and depending upon chlorine or bromine demand);
    - ✓ The amount of water and chemicals added to maintain water quality;
    - ✓ Equipment failure;
    - ✓ Any gross water contamination, for example, vomiting, feces, etc.; or
    - ✓ Repair while the pool is in operation
  - ii. The Operator shall submit duplicate records on a monthly basis to ADEC while the Facility is in operation.

- iii. Check-lists for routine maintenance, preventative maintenance and janitorial duties (daily, weekly, monthly, quarterly, bi-annual and annual).
  - iv. Equipment logs for each piece of major equipment with the maintenance schedule, maintenance contracts, record of work or repairs conducted, manufacturer guidelines and specifications.
  - v. Confined space entry equipment (as specified by manufacturer).
  - vi. All logs and records must be maintained for a minimum of three (3) years.
- f. City shall be responsible for causing the completion of all major structural repairs. Operator shall be solely responsible for reporting any repair needs to the City as soon as they are identified. The City will provide snow plowing of the parking lot and will maintain the Wind Turbine. The City does not intend to provide any other maintenance.
- g. Operator will supply all necessary personnel and chemicals to provide the services required by this Agreement that all materials, services and repairs shall comply with the annual approved budget and shall be charged to the City. It is also understood that equipment breakdowns cannot always be foreseen. Operator will do everything reasonable to maintain the Facility in good repair. Any extra usage of chemicals or labor as a result of repair will be billed to City. Operator assumes no liability or responsibility for water quality or facility maintenance due to breakdowns of City's Facility (unless caused by Operator), during periods of repair, or other unforeseen reasons causing damage to the Facility, and Operator shall not be responsible or liable to City for a facility closing due to a breakdown or repair unless that breakdown or repair was caused by Operator or Operator's failure to reasonably act. Operator will maintain Water Quality by balancing all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. Should additional services or chemicals be needed to restore the Facility to like new condition, the cost of these services and chemicals will be charged to the City. Operator may close the Facility under this Section during which time Section 9 (Facility Closing) of this Agreement shall apply.
- h. Operator shall have authority to replace, repair or obtain the services of third parties to replace or repair Facility equipment for all repairs that are equal to or less than two thousand (\$2000.00) dollars without the prior approval of City. Such items will be billed separately to City. City must provide written approval for any repair expected to cost more than two thousand (\$2,000.00) dollars, except when repairs are immediately required to prevent further damage to the Facility or when Operator reasonably believes there is an immediate need or emergency situation, or Operator is unable to reasonably contact City's Representative.
- i. Any repairs required as the result of Operator's gross negligence or willful conduct shall be done at Operator's sole expense, and shall not be subject to reimbursement.

### **13. SIGNAGE AND POSTING OF RULES**

Operator shall prominently display a sign at the Facility in a conspicuous place stating Operator's name, address and phone number and designating Operator personnel as being responsible for the safety and welfare of users, the quality of the Facility and performance of Operator personnel.

#### **14. DAMAGES DUE TO VANDALISM, WEATHER AND ACTS OF GOD**

- a. Operator shall not be responsible for any vandalism or mischief, inclement weather or Acts of God which cause damage to the Facility or related facilities, and Operator shall not be responsible for any additional expenses to restore Facility to working order as a result thereof. Operator shall report any incidents of vandalism or mischief, or damages caused by inclement weather or Acts of God to City's Representative prior to undertaking any repairs.
- b. In the event of vandalism or mischief, inclement weather, or Acts of God, Operator personnel will take steps reasonably necessary to prevent additional damage to the Facility, but assumes no duty or responsibility for any failure to prevent damage and shall not be held responsible for any damages other than that caused due to the negligence of Operator and its employees.

#### **15. CHEMICAL AND MAINTENANCE SUPPLIES**

- a. Operator will provide Facility chemicals including, but no limited to, **chlorine tablets, liquid chlorine, muriatic acid, stabilizers, calcium chloride, soda ash, soda bicarbonate**, and other chemicals needed for normal Facility operation and to maintain Water Quality in a safe and sanitary manner.
- b. Operator will provide miscellaneous cleaning and operating supplies including **Facility test equipment and reagents, restroom cleaning materials, toilet paper, paper towels, light bulbs, trash bags, Facility tile cleaner, hand soap, sponges, etc.**
- c. Operator shall order sufficient quantities of all chemical and maintenance supplies during the summer barge season to have a full-year of stock on hand by the close of barge transportation (late summer). Chemical and maintenance supplies shall include all critical spare parts needed for proper operation of the Facility.

#### **16. VISITOR SAFETY EQUIPMENT**

Based upon the recommendations and training programs of the American Red Cross, the City mandates the equipment identified and set out in Exhibit B (Minimum Safety Equipment) of this Agreement be present at the Facility at all times. This equipment is the property of the Facility.

Operator will inventory and inspect this equipment prior to the Facility transfer, will notify and inform City of any shortfalls and necessary purchases and repairs of same and will ensure the proper supplies are ordered, on hand, and, if feasible, will order any recommended spares.

#### **17. INDEMNIFICATION, INSURANCE, AND LIABILITY LIMITS**

##### **a. Indemnification**

- 1) The Operator agrees to indemnify, defend, and hold harmless City against all claims, demands, suits, judgments, court costs, reasonable attorney's fees, attachments, and other legal action for loss of life, injury, or damage to property of any third party to the extent growing out of or by reason of any negligent act or omission or any willful misconduct of Operator, while performing Services at the Facility under this

Agreement. The Operator shall not have any obligation to indemnify, defend and hold harmless to the extent that any such claim is caused by the negligence or willful misconduct of the City, its employees, its agents or any other third party.

- 2) The City agrees to indemnify, defend, and hold harmless Operator against all claims, demands, suits, judgments, court costs, reasonable attorney's fees, attachments, and other legal action for loss of life, injury, or damage to property of any third party to the extent growing out of or by reason of any negligent act or omission or any willful misconduct of City. The City shall not have any obligation to indemnify, defend and hold harmless to the extent that any such claim is caused by the negligence or willful misconduct of the Operator, its employees, its agents or any other third party.
  - 3) This Agreement does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Agreement to maintain a suit based on this Agreement or any term or provision of the Agreement, whether for personal injuries, property damage, or any other claim or cause of action.
- b. **Right to Defend Actions:** The indemnifying Party shall have the right, but not the duty, to assume the defense of any claim for which indemnification is sought. Any Party shall, as soon as practicable after receiving notice of any claim brought against it, deliver to the indemnifying Party full particulars thereof and shall render all reasonable assistance requested by the indemnifying Party in the defense of such claim.
  - c. **Indemnified Party not to Compromise:** Where any Party has an obligation to indemnify the other Party, such other Party shall not compromise or in any way settle any claim, lawsuit, action or cause of action without the express written consent of the other Party who has the obligation of indemnifying. Where such consent is not obtained prior to such compromise in settlement, and the claim is, in fact, settled, then the Party who had the obligation of indemnifying shall be released and discharged from all obligations.
  - d. Any payment payable by the indemnifying Party to the indemnified Party pursuant to this Section 17 shall be paid within forty-five (45) days from the date on which a claim for such payment accrues to the indemnified Party under this Agreement.
  - e. **Required Insurance** - Operator shall maintain the following noted insurance during the duration of the Agreement as evidenced by the filing a certificate of insurance annually within two weeks of the annual renewal and including the City of Bethel as additional insureds:
    - i. **Workers' Compensation:** As required by AS 23.30.045, for all employees of the Operator engaged in work under this Agreement. The coverage shall include:
      - 1) Waiver of subrogation against the City;
      - 2) Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
    - ii. **Commercial General Liability:** On an occurrence policy form covering all operations with combined single limits not less than:
      - 1) \$1,000,000 Each Occurrence;

- 2) \$1,000,000 Personal Injury;
  - 3) \$2,000,000 General Aggregate; and
  - 4) \$2,000,000 Products-Completed Operations Aggregate.
- iii. **Automobile Liability:** Covering all vehicles used by Operator in the performance of its duties with coverage limits not less than \$1,000,000 each occurrence.
  - iv. **Umbrella Coverage:** Not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability, completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The Umbrella coverage described herein covers general liability and automobile liability only.
  - v. The City shall be included as an additional insured on policies required by paragraphs 17.a.i thru iv above. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the City of Bethel whether through self-insurance or otherwise for any claims subject to Operator's indemnification obligation set forth in this Agreement.

In any agreement with subcontractors performing work, the Operator shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be included as an additional insured it obtains, shall also be extended to waive rights of subrogation against the City of Bethel and to add the City of Bethel as an additional named indemnity and include the City as an additional insured through the use of a blanket additional insured endorsement.

- f. **Certificate of Insurance** - The Operator shall furnish evidence of insurance to the City upon renewal annually. The evidence shall be issued to the City and shall be a certificate of insurance:
  - i. Denoting the type, amount, and class of operations covered;
  - ii. Showing the effective (and retroactive) dates of the policy;
  - iii. Showing the expiration date of the policy;
  - iv. Including all required endorsements;
  - v. Be executed by the carrier's representative; and
  - vi. If a certificate of insurance, include the following statement:

*"This is to certify that the policies described herein comply with all aspects of the insurance requirements of the Yukon Kuskokwim Regional Aquatic Health and Safety Center. The Operator endeavors to notify the City, in writing, at least thirty (30) days before cancellation of any coverage or reduction in any Limits of liability. "*

The City's acceptance of deficient evidence of insurance does not constitute a waiver of Agreement requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may, in the City's discretion, be sufficient grounds for declaring the Operator in default should Operator fail

to cure said action within five (5) business days of notice from the City.

- g. **Liability Limits** - Both parties mutually agree to waive any remedy or claim for indirect, incidental, special or consequential damages or claims for loss of business or profits.

## **18. BONDING (Fidelity Bonds)**

**Fidelity Bonds** – For the duration of this Agreement, Operator shall show evidence of, and maintain in force the following:

- a. An employee's blanket fidelity bond which provides coverage for honesty and loss from fraudulent or dishonest acts by employees.
- b. Computer fraud fidelity bond, which provides coverage for the fraudulent transfer by computer causing wrongful abstraction of money, securities or other property.
- c. The two items above (a) and (b) may be separate or combined into one form of bond in an amount not less than Two Hundred Fifty-Thousand (\$250,000) Dollars.

## **19. ACCOUNTING RECORDS AND REPORTS**

- a. **Accounting System** - The Operator shall maintain an accounting system with an easy to understand account classification system under which its accounting can be readily identified. Such accounting system shall be capable of providing the information required by this Agreement, including but not limited to, revenues collected, repair and maintenance expenses, operating expenses, etc. The Operator's system of accounts classification shall be directly related to the Operator's annual budget, monthly and annual financial reports and invoicing.
- b. **Monthly Reports** - The Operator shall submit a monthly financial report to the City. The report shall be in narrative and numerical accounting format and include copies of all invoices supporting claimed expenses.
  - i. The narrative report shall clearly state if the overall operations, both revenue and expenses, are over or under budget for the month and the year, identify specifically what cost areas are over budget or revenue areas are under budget, provide an explanation as to any deviation and explain what corrective actions are required, if any.
  - ii. The numerical accounting report shall provide actual costs and revenues versus budgeted amounts for each category of accounts classification, reported for the specific month and cumulative for the year. Deviations from the operations plan, annual budget, or maintenance plan require advance written approval from the City Manager. The monthly report shall provide a record of all such approvals provided by the City the previous month.
  - iii. The monthly report shall be certified as true and correct by an officer of the Operator and submitted with the monthly invoice.
  - iv. In addition to the monthly financial reports, the Operator shall provide a monthly statistical and narrative report on the usage of the Facility. The report shall be in a form and format as approved by the City. The report shall be submitted monthly with the invoices and annually with the other annual reports.
  - v. **Miscellaneous Reports and Data:** From time to time the City may require the Operator to submit other reports and data regarding its performance under the

Agreement or otherwise, including, but not limited to, operational information. This may include presentations to the City Council and discussing such things as programs, and local hire and training.

- c. **Annual Financial Report** - The Operator shall submit an annual financial report in the same form and format as the monthly reports. The narrative report shall summarize any significant cost and revenue deviations from the annual budget. The annual report shall be certified as true and correct by an officer of the Operator and submitted with the final invoice for that budget year.
- d. **Inventory** - The Operator shall perform an annual inventory of the real property as set forth in Exhibit A -Land, Real Property Improvements and Equipment. The inventory report shall be certified as true and correct by an officer of the Operator and submitted either before or along with the final invoice for that budget year.
- e. **Accounting Records** - For all expenditures made for the operations and maintenance of the Facility, the Operator shall maintain and make available, on reasonable notice, for inspection and examination, at all reasonable times, all records relating to this Agreement and of transactions performed pursuant to this Agreement for a minimum of five (5) years from the date of the record. If the City has reasonable cause to believe that any information on the monthly or annual financial report is not accurate, the City may audit the books and/or estimate the figures based on any information available.
  - i. The City shall notify the Operator, in writing, that the City has estimated the amount of sales and revenue, stating the estimated amount. The City shall serve the notice on the Operator by delivering the notice to the Operator as per the notice section of this Agreement.
  - ii. The City's estimate shall become a final determination unless:
    - 1) The Operator, within thirty (30) days after service of notice of the estimate, files a formal appeal to the City Manager; or
    - 2) The Operator files a complete and accurate financial statement indicating the figures in question and explaining them to the satisfaction of the City.
    - 3) In either event above, Operator consents to an independent audit and agrees to cooperate fully with the audit process.
    - 4) The City may request, and the Operator must furnish, any additional information deemed necessary for a correct evaluation of the finances of the Facility.
- f. **Sales Tax Records** -Operator shall familiarize themselves with, at a minimum, that portion of the Bethel Municipal Code (hereinafter "Code") which deals with Sales Tax. Operator shall collect the appropriate sales taxes for each sale and rental at the facility (currently 6%). The taxes shall be in addition to the sales and rental costs. Operator shall file a City of Bethel tax return form and shall remit the appropriate taxes as per the Code and any subsequent amendments thereto.
- g. **Audit by City:** The City reserves the right to conduct an annual audit by an external expert and/or industry professional at any time for any reason; provided, however, the City shall not seek or use the services of a competitor of Operator. Operator agrees to cooperate by providing, upon reasonable notice which shall be not less than thirty (30) days prior to the date of audit, and at no additional cost, such books, papers, statements, memoranda, records,

accounts and other written material as may be set out in the request by the finance director or City Manager. In the case of an audit, the City shall be responsible for selecting and scheduling the audit. The audit may include, but is not limited to:

- i. Agreement Compliance
- ii. Review of Financial Records that relate to the services performed under this Agreement
- iii. Staff Skills Assessment
- iv. Staff Selection and Training Procedures
- v. Policies and Procedures Review
- vi. Site Inspection
- vii. Code Compliance and Record Keeping Practices
- viii. Adherence to Aquatic Safety Standards
- ix. Facility and Equipment Maintenance

In the event deficiencies are identified in the audit, the Operator and the City will be required to discuss, in good faith, such findings as well as the extent to which any corrections may be made.

If the independent audit discovers more than five percent (5%) of the annual budget in errors resulting from Operator's failure to accurately report revenues, expenses and/or sales and taxes due thereupon, the Operator shall bear responsibility for the full cost of the audit. Otherwise the cost of the audit will be borne solely by the City.

- h. **Dispute:** If any dispute arises between the Parties, all records relating to matters involved in such Dispute shall be preserved until the resolution of such Dispute. Certified copies of such records as are required to be maintained by this Agreement shall be made available at the requesting Party's cost and expense.

## **20. NOTICES**

- a. **Safety:** It is the Operator's duty and responsibility to notify the City of any problems or areas of concern pertaining to safety of the Facility and its patrons.
- b. **Injury:** Operator shall notify the City of any injuries requiring medical attention or any significant incidences (such as potential drowning) as soon as practicable but in no case no more than forty-eight (48) hours after the incident has occurred.

All notices required or permitted under this Agreement shall be in writing [in English] and shall be sent to:

**OPERATOR: *Health Fitness Corporation***

400 Field Drive

Lake Forest, IL 60045

Attention: Contract Administration Associate Facsimile: 847.615.3872

Email: contracts@hfit.com and lawcontracts@trustmarkins.com

CITY:	City of Bethel	with copy to	City of Bethel
	Attn: City Manager		Attn: City Attorney's Office
	PO Box 1388		PO Box 1388

Bethel AK 99559-1388

Bethel AK 99559-1388

Each party's designated representative for day-to-day operations and in case of emergencies shall be:

OPERATOR: Stacey Reardon, General Manager, Yukon-Kuskokwim Fitness Center Facility Director, 907-543-0390; 907-545-3928

Either party may notify the other Party of a change to its name, relevant addressee, address or facsimile number, provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place or, if no date is specified or the date specified is less than fifteen (15) business days after the date on which notice is given, the date falling thirty (30) business days after notice of any such change has been given.

## **21. SUSPENSION/TERMINATION**

- A. **Suspension.** In the event of danger to life or significant damage to the Facility, the City may temporarily suspend operations under this Agreement in whole or in part. As soon as practicable, the City will give notice to the Operator and will determine a re-open plan. During such period of suspension, the City shall continue to pay to Operator all amounts due under this Agreement.
- B. **Cancellation for Un-Appropriated Funds:** The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Operator at least one hundred twenty (120) days prior to the Effective date of such cancellation. The obligation of the City for payment to Operator is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- C. **Termination for Convenience:** Either party may terminate this Agreement at any time and for any reason whatsoever upon providing at least one (1) year prior written notice to the non-terminating party.
- D. **Events of Default:**
  - i. **Cancellation for Non-Payment:** If for any reason payment in full of any charge is not received within thirty (30) days from the due date, the Operator may cancel this Agreement and terminate all services by giving a fourteen (14) day written notice to terminate at the end of such fourteen (14) day period without further liability whatsoever.
  - ii. **Cancellation by Mutual Agreement:** Operator and City may cancel this Agreement at any time by mutual written agreement. Each party shall be required to continue full performance under the terms of this Agreement until the effective cancellation date.
  - iii. **City's Event of Default:** Each of the events described below shall constitute a City Event of Default:
    - 1) A material breach by City of any obligation under this Agreement, which (where capable of remedy) has not been remedied within thirty (30) days

following notice from Operator stating that such breach has occurred, identifying the breach and demanding it to be remedied, provided that if City has diligently and as quickly as possible commenced the remedial action necessary but is unable to complete it within thirty (30) days, it shall be allowed such further period of up to sixty (60) days or as may be reasonably necessary and approved by Operator to complete the remedial action;

- 2) City has made material misrepresentation in the representations and warranties set out in this Agreement and has not disclosed any material fact which renders any such representation or warranty materially misleading;
- 3) The reorganization, merger, consolidation, amalgamation, dissolution or reconstruction of City, except to the extent that it does not affect the ability of the resulting entity to perform its obligations under this Agreement;
- 4) Except for the purposes permitted under subsection 3, the occurrence of any of the following events (other than as a direct result of Operator Event of Default):
  - Passing of a resolution or initiation of any proceeding for the bankruptcy, insolvency, winding up, liquidation of or other similar proceedings relating to the Facility;
  - The appointment of a trustee, liquidator, custodian or a similar person, which appointment has not been set aside or stayed within sixty (60) days of such appointment; or
  - The making by a court having jurisdiction of an order winding up or otherwise confirming the bankruptcy or insolvency of the Facility, which order has not been set aside or stayed within sixty (60) days; and
- 5) City ceasing to hold a license, permit or consent, as a result of breach by City of the terms and conditions of such license, permit or consent, making it unlawful for City to operate.

iv. **Operator Event of Default:** Each of the events described below shall constitute an Operator Default:

- 1) A material breach by Operator of any obligation under this Agreement, which (where capable of remedy) has not been remedied within thirty (30) days following notice from City stating that such breach has occurred, identifying the breach and demanding it to be remedied, provided that if Operator has diligently and as quickly as possible commenced the remedial action necessary but is unable to complete it within thirty (30), it shall be allowed such further period of up to sixty (60) days or as may be reasonably necessary to complete the remedial action;
- 2) Operator has made material misrepresentation in the representations and warranties set out in this Agreement and has not disclosed any material fact which renders any such representation or warranty materially misleading;
- 3) The reorganization, merger, consolidation, amalgamation, dissolution or reconstruction of Operator, except to the extent that it does not affect the ability of the resulting entity to perform its obligations under this Agreement;
- 4) Except for the purposes permitted under subsection 3), the occurrence of any of the following events (other than as a direct result of City Event of Default):
  - Passing of a resolution or initiation of any proceeding for the bankruptcy,

insolvency, winding up, liquidation of or other similar proceedings relating to Operator;

- The appointment of a trustee, liquidator, custodian or a similar person, which appointment has not been set aside or stayed within sixty (60) days of such appointment; or
- The making by a court having jurisdiction of an order winding up or otherwise confirming the bankruptcy or insolvency of Operator, which order has not been set aside or stayed within sixty (60) days; and

5) Operator ceasing to hold a license, permit or consent, as a result of breach by Operator of the terms and conditions of such license, permit or consent, making it unlawful for City to operate.

v. **Consequences in the Event of Default:** In the case of Operator Event of Default, City may terminate this Agreement and in the case of a City Event of Default, Operator may terminate this Agreement, in either case by giving a notice ("Termination Notice") to the other whereupon this Agreement shall terminate upon the date specified in such Termination Notice or such later date as the Parties may have agreed.

vi. **Sole Grounds for Termination:** The provisions of this Paragraph 21, and any other provisions in this Agreement wherein a termination right exists, shall be the sole and exclusive grounds on which the Parties may terminate this Agreement.

vii. **Damages/Payment in the Event of Termination:** In the event of termination of this Agreement for breach, the total compensation due to the Operator for such termination shall be calculated based on the work completed through the effective date of termination.

Upon termination of this Agreement for any reason or upon its expiration, and except as otherwise provided in this section the Operator shall, at the Operator's sole expense, promptly vacate the premises, remove all of the Operator's personal property, repair any damages occasioned by installation or removal of such property (reasonable wear and tear excepted), and ensure the Facility is in at least as good condition as it was at the beginning of the term of this Agreement, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this Agreement. Operator shall also comply with all applicable requirements of the transition plan. *All documents, manuals, logs and other records prepared by Operator during the operation of the Facility shall be turned over to the City at the termination or expiration of this Agreement.*

## **22. DISPUTE RESOLUTION**

The parties agree to work cooperatively to resolve all issues.

- 1) Should an issue arise, the party believing itself to be aggrieved shall provide written notice to the other party within ten (10) days of the alleged grievance.
- 2) Upon receipt of the grievance, the parties will schedule a teleconference to attempt to resolve the issue. The teleconference shall occur within fourteen (14) days of the

grievance occurring.

- 3) If the parties are unable to resolve the matter during the teleconference, they shall schedule a face-to-face meeting. Said meeting shall be attended by those persons from City and Operator empowered to resolve the matter. The meeting shall occur within thirty (30) days from the date the grievance occurred unless otherwise extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.
- 4) Should the face-to-face meeting fail to resolve the matter; the parties agree to submit the matter to a court having competent jurisdiction by filing a complaint.

### **23. CONFIDENTIALITY AND SECURITY**

Each party shall take all proper steps to keep confidential any trade secrets or confidential information learned about the other party or its customers during the course of this Agreement.

Each party shall protect the keys and other secure property of the other party and shall take appropriate and reasonable steps to ensure security is maintained. In the event of a breach of security, the party whose security is breached shall notify the other party as soon as practicable.

### **24. CONFLICTS**

Neither Operator nor any of Operator's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Operator's loyal and conscientious exercise of judgment and care related to Operator's performance under this Agreement.

Operator further agrees that none of Operator's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she or Operator is not a party, unless compelled by court process. Further, Operator agrees that such persons shall not give sworn testimony or issue a report in writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Operator or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Operator is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Operator agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Operator. If Operator is unable to require a subcontractor to comply with the provisions of this section, then Operator shall notify the City and the parties agree to discuss, in good faith, reasonable alternatives.

### **25. SUBCONTRACTORS**

Operator may hire or retain such employees and subcontractors as it deems reasonably necessary

or appropriate in connection with the Services provided under this Agreement. Prior to hiring any subcontractors, Operator shall ensure the subcontractor is eligible to work on City facilities. Eligible subcontractors are those that:

- a. Are not delinquent in their remittance of city sales taxes or other fees;
- b. Have a State of Alaska business license;
- c. Are properly licensed and/or certified to perform the services for which they are being retained (when applicable).

In the event Operator engages any subcontractor in the performance of this Agreement, Operator shall ensure that all of Operator's subcontractors perform in accordance with the terms and conditions of this Agreement. Operator shall be fully responsible for all of Operator's subcontractors' performance, and liable for any of the Operator's subcontractors' non-performance and all of subcontractor's negligent acts and omissions. Operator shall defend, at Operator's expense and indemnify and hold City and City's officers, employees and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement or judgment, including any award of reasonable attorneys' fees and any award of reasonable costs, by or in favor of any of Operator's subcontractors for payment for work performed for City by any of such subcontractors; provided that City made available and paid to Operator the funds necessary to pay such subcontractor for work performed for the City, and from and against any third party claim, lawsuit, action, fine, penalty, settlement or judgment, including any award of reasonable attorney fees and any award of reasonable costs, to the extent occasioned by or arising out of any negligent act or omission by any of Operator's subcontractors.

## **26. GENERAL PROVISIONS**

- a. Amendments: This Agreement may only be amended or varied by the written agreement of both Parties.
- b. Assignment and Performance: Neither this Agreement nor any right or interest herein shall be assigned, transferred or encumbered without the written consent of the other party whose consent shall not be unreasonably withheld, conditioned or delayed.
- c. Captions/Headings: The captions or headings of this Agreement are for convenience or reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the meaning or intent of any provision hereof.
- d. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior agreements, relationships or negotiations, written or oral. Any rights or liabilities arising by reason of any prior written or oral representations, whether or not at the date of this Agreement, are canceled to the extent they have any bearing on this Agreement.
- e. Further Assurance: Each Party agrees to execute and deliver all such further instruments and do and perform all such further acts and things as shall be necessary for the carrying out of the provisions of this Agreement.
- f. Good Faith: The Parties undertake to act in good faith in relation to the performance and implementation of this Agreement and to take such other reasonable measures as may be necessary for the realization of its objectives.
- g. Governing Law: This Agreement shall be deemed to have been entered into in Bethel,

Alaska. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Agreement shall be governed by Alaska law, and any action brought by either party to enforce any of the terms of this Agreement shall be filed in the appropriate local or federal court. If any claim, at law or otherwise, is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

- h. Interpretation: Whenever the terms of this Agreement are unclear, the parties and any court reviewing the same shall first look to the original Agreement, then this Agreement, then the Request for Proposals (Exhibit D – Original Agreement) and finally the Operator's Proposal (Exhibit E – Original Agreement) for clarity as to the parties' intent.
- i. Joint Drafting: The parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.
- j. Hazardous Materials: Operator will be working with pool chemicals which are considered hazardous materials. Operator is required to follow all Alaska Department of Environmental Conservation (DEC) rules and regulations regarding the proper storage, use and disposal of the Facility chemicals. Any spills will be reported immediately to the City and DEC and clean-up will be undertaken as per 18 AAC 75.300, et al. If a spill or hazardous condition is caused by or materially contributed to by Operator and/or their use of the Facility, Operator shall be solely responsible for the safe clean-up and disposal of the hazardous material(s).
- k. Legal, Regulatory And Policy Compliance: This Agreement, operations thereunder by the Operator, and the administration of it by the City shall be subject to all applicable state, federal and local laws, especially, but not limited to, 18 AAC 30.500-590 (Regulations for Public Swimming Pools and Spas). Operator agrees to comply with all applicable laws in fulfilling its obligations under this Agreement at its sole cost and expense; provided, however, Operator shall have no responsibility or liability whatsoever for any costs or expenses associated with compliance with applicable federal state, and/or local laws, rules or regulations covering public access to the Facility (e.g. the American Disabilities Act access standards).
- l. Materiality: City and Operator agree that each requirement, duty and obligation set forth here was bargained forth at arm's length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.
- m. Public Release: All information required to be submitted to the City by the Operator pursuant to this Agreement is subject to public release by the City.
- n. Intellectual Property. Each party acknowledges that the other party owns Intellectual Property as of the effective date of this Agreement, the possession of which shall not be challenged while this Agreement is in effect nor upon expiration or termination of this Agreement. Each party agrees that, except as explicitly and specifically provided in this Agreement, it shall acquire no license, right, title or interest in or to the other party's Intellectual Property by virtue of this Agreement. For purposes of this Agreement, "**Intellectual Property**" means the collective reference to all rights, title, interest, and privileges in or relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including all creative or proprietary interests,

data, tools, business processes, methods, symbols, copyrights, patents, trademarks, service marks, trade names, trade secrets, internet domain names and licenses, whether now or hereafter existing.

The City shall own and continue to own: (i) all Intellectual Property owned by the City prior to the date of this Agreement, and (ii) all Intellectual Property developed or purchased by the City independent of and apart from this Agreement (collectively, "**City Intellectual Property**"), and nothing herein grants or transfers to Operator any ownership interest in such City Intellectual Property.

Operator (including, for all purposes, Operator's Affiliates, and third party licensors) shall own and continue to own all Intellectual Property owned by Operator prior to the date of this Agreement, including, without limitation, (i) all registrations worldwide for a family of trademarks incorporating the term *Live for Life*, used for a variety of health-related goods and services and (ii) all programming and operational manuals prepared by Operator for delivery of services and management of the Facility under this Agreement and all systems and methods of delivery for the services and management of the Facility (collectively, "**Operator Intellectual Property**"), and nothing herein grants or transfers to the City any ownership interest in such Operator Intellectual Property, even if such Intellectual Property is embodied in any services or deliverables provided to the City under this Agreement. Notwithstanding the foregoing, the City shall have the right to use and reproduce, for its business purpose and not in any way that competes with Operator, such reports and manuals produced for it by Operator under this Agreement without having to pay a royalty to Operator and (ii) Operator shall have the right to use, consistent with its customary business practices, any Operator Intellectual Property (which shall not include any City data) contained in such reports. For purposes of this Agreement, the term "**Affiliate**" shall mean any other entity directly or indirectly controlling, controlled by or under common control with entity. An entity shall be deemed to control another entity if the controlling entity owns fifty-one percent (51%) or more of any class of voting securities (or other ownership interests) of the controlled entity or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled entity, whether through ownership of stock or other ownership interests, by contract or otherwise.

- o. Relationship of Parties: This Agreement does not create an association, joint venture, or partnership between the Parties. Neither Party has any right, power or authority to enter into any agreement or undertaking for, or to act on behalf of, or to act as an agent or representative of, or to otherwise bind, the other.
- p. Right of Entry: The City shall have the right at any time to enter upon or into the Facility for any purpose it may deem necessary for the administration of this Agreement.
- q. Rights and Remedies: The parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be those expressly set forth in this Agreement, as well as permitted at law or in equity.
- r. Severability: If a court of competent jurisdiction invalidates or finds any one or more of the provisions of this Agreement are unenforceable it shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.
- s. Successors: This Agreement binds and ensures to the benefit of the Parties and their

- respective successors and permitted assigns.
- t. Taxes: Any and all taxes or assessments of any nature that may be lawfully imposed by the State or the City upon the business, including sales taxes, shall be collected and paid promptly by the Operator.
  - u. Third Parties: This Agreement does not grant rights or benefits of any nature to any third party.
  - v. Waiver: The failure of either party to insist, enforce or require strict performance of any provision in the Agreement or to act in respect to the defaults of the other Party, and no acceptance of payment or performance during the continuance of any such default precludes any right, relief or remedy available to the non-defaulting Party, and may not be relied on by the other Party as a consent to those defaults.

## **27. REPRESENTATION AND WARRANTIES**

- a. Operator represents and warrants to City that:
  - i. It has the full legal ability and authority to enter into and carry out its obligations under this Agreement and this Agreement constitutes a valid, legally binding and enforceable obligation of Operator and does not conflict with the terms of any other agreement by which it may be bound;
  - ii. All approvals necessary to allow Operator to enter into this Agreement and to carry out the obligations contemplated herein have been given or received and shall remain in full force and effect;
  - iii. There are no applicable constitutional provisions, laws, regulations, decrees or rules of Competent Authorities of Alaska in force on the date of execution of this Agreement, which restrict or prohibit the ability of Operator to enter into and perform the terms of this Agreement. Operator is not entitled to immunity from legal process or jurisdiction on grounds of sovereignty or otherwise; and
  - iv. This Agreement does not conflict with any provisions of any Law, including any regulation of the State of Alaska as in effect on the date of execution of this Agreement.
- b. City represents and warrants to Operator that:
  - i. It is a validly existing municipal corporation under the laws of the State of Alaska;
  - ii. It has the full legal ability and authority to enter into and carry out its obligations under this Agreement and this Agreement constitutes a valid, legally binding and enforceable obligation of City and does not conflict with the terms of any agreement by which it may be bound; and
  - iii. There are no provisions of any organizational document of City which restrict or prohibit the ability of City to enter into and perform the terms of this Agreement.

**28. EXHIBITS**

Exhibit A - Land, Real Property Improvements and Equipment (updated 7/1/18). To be updated annually by June 30.

**CITY OF BETHEL**

**HEALTH FITNESS**

\_\_\_\_\_  
Vincenzo S. Corazza  
City Manager  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:  
Dated: \_\_\_\_\_

# Yukon-Kuskokwim Fitness Center

**Safety. Wellness. Community**

We continue to work to maintain a safe environment for all and appreciate all Patrons and Staff following these safety protocols. We understand these policies pose some challenges, but our goal is to keep everyone safe and we appreciate your understanding and assistance. Policies are subject to change without notice based on changing conditions.

## July 2020

Safety Protocols: p. 1-2  
July Specials p. 3  
Aquatics: p. 4  
Certification Courses p.5  
Group Fitness: p. 6

### Before Your Visit:

**Symptoms:** Anyone experiencing symptoms related to CoVID-19 is asked not to enter the facility. Self-quarantine and contact YKHC at 907-543-6949. All patrons and staff will be required to confirm they are free of symptoms at check in.

### Travel:

- If you have traveled outside Alaska, please follow Alaska State guidelines and test before you travel and again on arrival, making sure both tests are negative before visiting the facility. Alternatively, wait to visit the facility until after a 14-day quarantine.
- If you have traveled outside the YK Delta, but within Alaska please complete coronavirus testing and assure you are negative for the virus before visiting the facility.

### Symptoms of Coronavirus (COVID-19)

Know the symptoms of COVID-19, which can include the following:



**Exposure:** If you know you have been exposed to someone who has tested positive for CoVID-19 please wait to visit the facility until you have received 2 negative tests at least 72 hours apart. Contact YKHC at 907-543-6949 for information and assistance.

**Contact Information:** To aid healthcare workers in the event of a positive test of anyone using the facility all users will be required to provide contact information on check in each time they visit the facility.

Effective July 1<sup>st</sup> youth between the ages of 11-15 who have an up to date swim waiver & swim test will be allowed to use the facility without an adult between the hours of 2pm-9pm. Youth will be required to provide guardian contact information and will be ejected without refund if they do not follow facility policies and staff directions.

Morning hours will continue to be reserved for adults and youth with adult supervision.

**Mask:** All patrons and staff are required to wear face masks in all common areas including:

- Check In
- Lobby
- Hallways
- Locker rooms
- Restrooms
- Pool bleachers and pool deck



Patrons in exercise areas are strongly encouraged to wear masks, but for breathing safety may remove masks during exercise. Masks must be replaced before entering common areas.

**Patrons will not be allowed to enter without a mask.**

### During Your Visit

**Hand Washing:** All users will be expected to wash their hands before beginning activities and frequently throughout time at the center.





**Distance:** Users will be expected to maintain appropriate distances from each other.

- In common areas 6 feet of distance (includes locker rooms and on the pool deck)
- In exercise areas 10 feet of distance (Cardio/Weight Room, Studio, while swimming)

**Traffic Patterns:** To reduce congestion around doorways, areas with multiple entrances will have designated entrance and exit doors. Areas with single entrances will have doors designated for entrance or exit only. If an area has only a single door, that door will be propped open to allow patrons to work together to maintain their distance.

**Patron Limits:** To assure the ability for proper distancing the total number of patrons in the facility will be limited to 70, with the below limits for each room/area. We ask patrons to be considerate and limit time in areas with lower capacity numbers to allow use by all. We appreciate your assistance.

- Pool & pool deck = 45 people
- Cardio/Weight Room = 14 people
- Studio = 14 people
- Concessions area: 20 people
- Men's & Women's Locker Rooms: 12 people
- Men's & Women's Bathrooms: 4 people
- Family Locker Room: Restricted to users from the same household
- Spa: 6 people
  - We ask spa users to limit their time to 15 minutes to allow other users a turn

**Disinfectant wipes:** to aid in cleaning we have buckets with pre-moistened disinfectant wipes placed throughout the facility. Please use these wipes to clean any item or surface you have touched or that needs cleaning. Be sure to wash your hands after using the wipes and before eating. Do not use wipes on your face and do not place wipes in your mouth.

**Shower curtains:** As a compromise between users with modesty concerns and users with high infection rate concerns we have replaced most of the shower curtains, but will continue to have at least one stall without a curtain available for use by anyone concerns about this high contact item. Shower curtains will be removed and washed daily.

**Memberships:** All memberships were re-activated effective 5/9/20 and 2 additional days were added to the days remaining on the membership as of 3/18/20. For example, if your membership had 5 days remaining as of 3/18, you had 7 days remaining as of 5/9/20. We appreciate your patience.

### **After Your Visit**

We realize that your time at our facility is only part of your day, if you learn that you were exposed to someone who has tested positive for CoVID-19 outside our facility please be sure to include the YK Fitness Center in your contact tracing report to medical staff and feel free to contact Stacey at [Stacey.reardon@hfit.com](mailto:Stacey.reardon@hfit.com) to let us know the dates you were at the facility so we can help assure all staff and visitors you may have contacted get tested.

We greatly appreciate your help in keeping our facility a clean and safe environment for all by following these safety protocols. We understand these policies pose some challenges, but our goal is to keep everyone safe and we appreciate your understanding and assistance. Anyone not following safety policies will be asked to leave the facility. Thank you for your support.



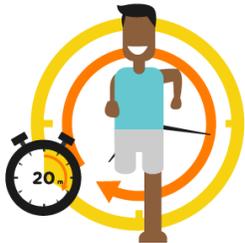
# July Membership Specials



**Exercise improves physical, mental, and emotional health.**



## WHAT THE SCIENCE SAYS



The mood benefits of just **20 minutes** of exercise can last **12 hours**, according to researchers at the University of Vermont.



Physically active people are happier and more satisfied with their lives.

### BUT THERE'S MORE TO IT THAN THAT:



Exercise increases endorphins and other feel-good brain chemicals.



It reduces levels of the stress hormones cortisol and adrenaline in the body.



It's a proven remedy for both depression and anxiety.

## Boost your immune system this July with a fitness center membership.



**July PFD Special**  
**Buy 1, Get 1 FREE**  
**Monthly Memberships**  
**Save up to \$90**

Offer Valid July 1<sup>st</sup> – July 31<sup>st</sup>

Visit [ykfitness.org](http://ykfitness.org) or call 543-0390 for details.





**Corporate Discounts also available.**  
**Contact Stacey at [ykfc@cityofbethel.net](mailto:ykfc@cityofbethel.net) or 543-0390 to invest in the health and wellbeing of your employees.**

## Membership SALE!

July 1 – July 31  
Buy Now Activate Later\*

Annual	Pool OR Fitness	Pool AND Fitness
Adult	<del>\$460</del> -\$528	<del>\$905</del> -\$724
Youth	<del>\$330</del> -\$264	<del>\$530</del> -\$424
Senior	<del>\$275</del> -\$220	<del>\$480</del> -\$384
Military	<del>\$440</del> -\$352	<del>\$640</del> -\$512

Individuals can save **\$181!**

Members get **35% off classes!**

Families can save **over \$200 per person!**

Purchase 3 or more memberships and save an additional 10% on each membership!

Call 543-0390 or visit [ykfitness.org](http://ykfitness.org) and invest in your health today!



\*restrictions apply



# Aquatics



**YKFC is available for exclusive pool parties this summer.**  
 Rent the Pool and Lobby for 2 hours of exclusive use for up to 50 people.  
 Available Saturday or Sunday from 11am-1pm; June – August  
 Cost: \$250  
 Visit <http://www.ykfitness.org/rentals> for details.  
 Contact: [ykfc@cityofbethel.net](mailto:ykfc@cityofbethel.net) or 543-1398 to schedule your pool party.

**YKFC Swim Rental:** Capacity restrictions limit availability for party rentals during normal operational hours, but we are offering an exclusive pool use rental through the end of August. Have the whole pool and lobby area to yourself. Safety policies apply, click the picture or visit <http://www.ykfitness.org/rentals> for details.

## Swim Lessons:

Due to current CoVID-19 restrictions we will not be able to offer summer group swim lessons. A limited number of private swim lessons spots are available

### Semi-Private Swim Lessons

- For groups of 2-4 swimmers of similar skills and goals
- Patrons set-up their own groups, YKFC does not assign swimmers to groups

30 mins	Members	Non-Members
1 session	\$9 per/person	\$14 per/person
5 sessions	\$43 per/person	\$67 per/person
10 sessions	\$82 per/person	\$126 per/person

60 mins	Members	Non-Members
1 session	\$16 per/person	\$25 per/person
5 sessions	\$78 per/person	\$120 per/person
10 sessions	\$147 per/person	\$227 per/person

We recommend 30-minute sessions for young swimmers. 60-minute sessions are for older or more advanced swimmers.

Adults may be required in the water with young groups.

Instructor availability is limited.

To place a request for lessons click the rates or visit <http://www.ykfitness.org/aquatics>

Questions? Contact Stacey at 543-0390.

### Private Swim Lessons

30 mins	Members	Non-Members
1 session	\$19	\$28
5 sessions	\$87	\$133
10 sessions	\$164	\$252

60 mins	Members	Non-Members
1 session	\$33	\$50
5 sessions	\$156	\$239
10 sessions	\$296	\$454

We recommend 30-minute sessions for young swimmers. 60-minute sessions are for older or more advanced swimmers.

## Virtual Learning

The American Red Cross has developed some great tools for families to use together to practice being safe around water.

**Water Safety for Kids**  
 Resources to help your child learn about water safety while having fun in and around water.

Staying "Safe at Home" includes water safety, too.  
 Families have always played a vital role in teaching kids how important it is to learn to swim and behave safely in and around the water. That's even more true today when most schools, swim clubs and recreation centers are closed due to the COVID-19 pandemic.  
 The Red Cross wants to help parents, caregivers and kids to learn and share water safety knowledge and skills together. If your child isn't able to take formal swim lessons right now, you can still help them learn to be safer around backyard pools, ponds or other natural bodies of water. We hope your family enjoys a safe, healthy and fun summer!

### Resources for Parents and Caregivers

These resources will help you learn more about water safety and support you in teaching children about water safety.

**WHALE Tales Parent & Caregiver Guide**  
 How to teach important swim and water safety concepts. Includes the activity sheet answer keys!  
[DOWNLOAD](#)

**Water Safety for Parents & Caregivers Course**  
 Our FREE online course helps parents and caregivers learn the basics of water safety.  
 Versión en español próximamente.  
[SIGN UP](#)

**Be a Water Safety Ambassador Course**  
 Take this FREE online course and help your community thrive by teaching kids and adults about water safety.  
[SIGN UP](#)

**Download the Swim App for iPhone and Android**  
 Our FREE app teaches drowning prevention, tracks swimming progress and more.  
[LEARN MORE](#)



# Certification Courses

## Become a Swim Instructor

In preparation for resuming group swim lessons we are holding Water Safety Instructor training class in July. If you love swimming and want to help others learn to swim and be safe around water visit our website or click the course picture for more info.



**+** NOW HIRING CERTIFIED SWIM INSTRUCTORS! **+**  
[FREE Training @YKFitness Center](#)

Blended Learning Course Begins July 13<sup>th</sup>  
Registration Due by July 12<sup>th</sup>

- TO BE ELIGIBLE CANDIDATES MUST:
- BE AT LEAST 16 YEARS OLD
- PASS PRE-COURSE TESTING
- COMPLETE ONLINE COURSE CONTENT
- ATTEND IN PERSON CLASSES
- PASS WRITTEN AND SKILLS TESTING

Visit <http://www.ykfitness.org/certifications> for registration information

Email questions to [stacey.reardon@hfit.com](mailto:stacey.reardon@hfit.com) or call 543-1398

Get certified and get a job!



## Become a Certified Lifeguard



**+** Now Hiring Certified LIFEGUARDS! **+**  
[FREE Training @YKFitness Center](#)

Blended Learning Course Begins July 27<sup>th</sup>  
Registration Due by July 26<sup>th</sup>

To be eligible Candidates must:

- Be at least 15 years old.
- Pass pre-course testing.
- Complete Online course content.
- Attend in person classes.
- Pass written and skills testing.

Visit <http://www.ykfitness.org/certifications> for registration information and to view a video of the pretest skills

Email questions to [stacey.reardon@hfit.com](mailto:stacey.reardon@hfit.com) or call 543-1398

Get certified and get a job!



## Group Fitness Classes July 2020

Class	Schedule	Class Capacity Limit
<b>Anti-Gravity/Barre</b>	Wednesdays at 6AM @YKFC 7/1, 7/8, 7/15 With Kevin	YKFC = 10
<b>Indoor Bootcamp</b>	Mondays at 6AM @YKFC 6/29, 7/6, 7/13 Fridays at 6AM @YKFC 7/3, 7/10, 7/17 With Kevin	YKFC = 10
<b>Outdoor Bootcamp</b>	Saturdays at 10AM @ Pinky's Park 7/11 With Kevin	Pinky's = 20 Please purchase class pass in advance for outdoor class.
<b>Cycling</b>	Tuesdays at 6:30pm 6/30, 7/7, 7/14 With Rose	YKFC = 10
<b>Classes are First Come First Served.                  Drop-in or use a Fitness Class Pass.                  Drop-in Rate: \$11 Non-Member / \$7.15 Member</b>		

Visit [ykfitness.org](http://ykfitness.org) or call 543-0390 for more information or to purchase your Fitness Class Pass.

Please remember to wear your mask in all common areas including check-in, hallways and locker rooms. Thank you helping keep our facility safe.



## VIRTUAL FITNESS SCHEDULE



June 29-July 3, 2020

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>Pilates Flow</b> 7:00 - 7:45 a.m. CDT Instructor: Ariel	<b>Vinyasa Yoga Flow</b> 7:00 - 7:45 a.m. CDT Instructor: Sabbi	<b>High Intensity Interval Training &amp; Core</b> 7:00 - 7:45 a.m. CDT Instructor: Brian	<b>Body Weight Boot Camp</b> 7:00 - 7:45 a.m. CDT Instructor: Carl	<b>Yoga &amp; Core</b> 7:00 - 7:45 a.m. CDT Instructor: Lauren
<b>Cardio Kick Box</b> 8:00 - 8:45 a.m. CDT Instructor: Sandra	<b>Nutrition Video will be Posted on this day</b> Dietitian: Erin Pettygrove		<b>High Intensity Interval Training</b> 11:00 - 11:30 a.m. CDT Instructor: Lauren	
<b>Barre</b> 11:00 - 11:45 a.m. CDT Instructor: Sarah	<b>Barre</b> 11:00 - 11:45 a.m. CDT Instructor: Liz	<b>Total Body Conditioning</b> 11:00 - 11:45 a.m. CDT Instructor: Cristina		<b>Total Body Conditioning</b> 11:00 - 11:45 a.m. CDT Instructor: Jason
<b>Pilates Flow</b> 5:00 - 5:45 p.m. CDT Instructor: Becca	<b>Total Body Conditioning</b> 5:00 - 5:45 p.m. CDT Instructor: Ariel	<b>Total Body Conditioning</b> 5:00 - 5:45 p.m. CDT Instructor: Michele	<b>Cardio Dance</b> 5:00 - 5:45 a.m. CDT Instructor: Rachel	

Virtual Classes are listed in Central time and are updated weekly.

Visit <http://www.ykfitness.org/hf-virtual-fitness-health> for details.



CITY OF BETHEL  
Office of the City Manager

Vincenzo S. Corazza  
P.O. Box 1388, Bethel, Alaska 99559  
Phone: (907)-543-1373  
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citymanager@cityofbethel.net

*Celebrating 50 Years of Service*

DATE: June 7, 2020  
TO: Bethel City Council  
FROM: Vincenzo S. Corazza, City Manager  
SUBJECT: City Manager June 2020 Monthly Report for July 14, 2020 Regular City Council Meeting

Attached is the monthly administration report on city finances and operations.

### **Finances Highlights**

City finances are on track and under budget with 92% of the fiscal year having elapsed (Expenditure Reports run a month or so behind). Departments operating spending percentages in the General Fund appear below:

Administration	63%
Finance Dept.	94%
Planning Dept.	62%
IT Dept.	83%
Fire Dept.	89%
Police Dept.	79%
PW - Admin	79%
PW - Streets & Roads	75%
PW - Property Maintenance	33%

Departments operating spending percentages in the Enterprise Funds appear below:

Hauled Refuse	59%
Landfill Operations	57%
Utility Billing	52%
Hauled Water	57%
Piped Water	76%
Bethel Hts Treatment Plant	69%
City Sub Treatment Plant	82%
Hauled Sewer	69%
Piped Sewer	70%
Sewer Lagoon	69%
Municipal Dock	68%
Small Boat Harbor	67%
Bethel Transit	80%
Vehicle & Equipment	73%

See attached Year-To-Date Report printed on 7/03/2020 that covers the month of May 2020 for detailed financial information.

**Operation Highlights**

During the month of June 2020, City facilities remained partially opened to the public with limited hours and mitigating measures in place due to the ongoing Coronavirus (COVID-19) emergency. The Utility Billing Office was established in Public Works for a one stop location for citizens to have their concerns of service deliveries and billing needs addressed.

Fin: Cheryl Bartlett with Carmon Jackson, CPA LLC came in June to train Finance Team members on the use of Caselle, straightened the utility billing as well as sales accounts, and began audit preparation.

PW: Streets and Roads started hauled six old broken down vehicles to the landfill in June.

PW: Property Maintenance is making progress with the ADA ramp at the Public Works building.

PW: Hauled Utilities is down to 12 of 18 drivers. 9 drivers is the minimum number that were identified through Covid-19 discussion as the system failure amount. Efforts are underway to import drivers in on a 2-week on 2-week off schedule like the Police Department. Housing these rotational drivers is a large constraint however.

PW: Transit in June provided 70 seniors, 28 youth, 161 adults and 72 disabled passengers for a total of 331. In contrast, prior to the COVID-19 virus, the Transit System provided 2,500-3,000 rides per month.

PW: V&E received two brand new Kenworth water trucks and landfill's dump truck via barge.

PD: Patrol has two vacancies but rest of department is fully staffed.

PD: There were approximately 1,129 calls for service the month of June, a decrease of approximately 113 cases from May and a decrease of approximately 371 cases from the same period in 2019.

FD: In June, the Bethel Fire Department responded to 121 EMS and 14 Fire incidents.

FD: Medic 5 returned to Bethel after being sent to Washington State to be retrofitted. BFD staff are currently outfitting this ambulance and conducting Driver/Operator training before being placed into service. Embedded photo is.



Captain Daron Solesbee with Medic 5

POB: The Port Office installed a pass box with a mic for Covid limited interaction plan harbor permits to the public.

POB: Port personnel sold more than 350 permits at the Small Boat Harbor.

Plan: Blue Sky Estates Subdivision agreement was signed on June 26, 2020.

Plan: 13 Site plan applications were approved in June.

HR: For the month of June, the total number of personnel vacancies is 17. While there were temporary hires during this period, there were zero permanent hires.

## **Department Reports**

Detailed reports from the following departments are attached:

- 1) Finance Department
- 2) Public Works Department
- 3) Police Department
- 4) Fire Department
- 5) Port of Bethel
- 6) Planning Department
- 7) Information & Technology Department
- 8) Human Resource Department
- 9) Emergency Operations Center

## MEMORANDUM

DATE: June 28, 2020

TO: Vincenzo S. Corazza, City Manager

FROM: John Sargent, Acting Finance Director

SUBJECT: Finance Director's Report for July 14, 2020 Bethel City Council Meeting



### **Bethel Finance Committee**

I am working to get an ordinance change in front of the Finance Committee at their next meeting, which might be on July 6, 2020. The proposed change is to eliminate the need for a budget modification for line item transfers greater than \$5,000. Department Heads would have the latitude to spend a particular budget down as long as there are no exceedances in total personnel, total Materials, Supplies, and Services, total project capital, or total capital. Department Heads would bring a budget modification to the City Manager's attention if planned spending was to exceed any of the aforementioned totals.

### **CARES Act Planning**

The City's CARES ACT grant specialist with the Alaska Department of Commerce, Community and Economic Development said that the City's first disbursement of \$4,193,478.70 by ACH bank transfer was initiated on Thursday, June 18, 2020. The City has not received the transfer as of Friday, June 26, 2020, but continues to look for it on a daily basis.

The City Manager and I opened up a new checking account with First National Bank in order to deposit CARES Act funds and track all CARES Act expenditures.

### **Grant Management**

#### Lift Station Rehabilitation

DOWL completed the Business Plan draft for the City's Water and Sewer Utilities, a requirement of Village Safe Water (VSW) in order for the City's \$1,000,000 VSW grant for lift station rehabilitation to become activated. A public meeting was held on Thursday, June 25, 2020 at City Hall to solicit comments for Plan inclusion. The DOWL-prepared timeline shows design completion on August 21, 2020 and contractor completion on November 15, 2020. Bethel City Council approved the City's continued use of TecPro, Ltd. to serve as the contractor for this work.

### **RFP Issued to Hire Auditor**

#### Financial Services

I reviewed and approved the issuance of the Request for Proposals to hire a CPA firm to complete the City's audits and generate financial statements for FY 2020, 2021, 2022, 2023, and 2024. Proposals are due July 6, 2020. The FY 21 City Budget contains \$85,000 to cover the cost of the audit.

## Accounts Payable Checks

Date Issued	# Checks	Total Amount
6/5/20	17	\$93,156.56
6/15/20	22	\$83,342.05
6/26/20	37	\$1,778,193.50

Note: Check issued on 6/26/20 includes check to Pape Kenworth Northwest in the amount of \$1,375,766 for the purchase of five new water haul trucks. This purchase is covered under The Avenues Project USDA grant/loan.

## Finance Dept. Training Completed

Cheryl Bartlett with Carmen Jackson, CPA LLC spent two weeks in Bethel training the Finance Team Members on the use of Caselle to perform their duties, straightening out the City's utility billing accounts and sales tax accounts, and audit preparation activities. Cheryl's counterpart, Christina Trent, a CPA, continues to evaluate the City's Caselle accounts remotely, make adjustments as needed, and work with the City's General Ledger Analyst on journal entries.

The City plans to extend its contract with Carmen Jackson so that they can continue to provide the City with one or more of the following services: journal entries, accounts payable processing, payroll processing, bank reconciliations, annual audit preparation, grant reporting, sales tax entries/reporting/reconciliation, and on-site training. The contract amendment will be brought before City Council for approval.

The City arranged for Cheryl to return July 12, 2020 for two additional weeks of training, problem identification and reparation in the sales tax module, utility billing module, and ledgers and sub ledgers.

## Water & Sewer Service - Coronavirus Amnesty Issue

The Finance Department Team continues to field questions from the public about the decision made early in the COVID-19 virus pandemic that the City would not shut off water or sewer utility service during the crisis and would not charge late fees, penalties, or interest during April and May 2020. Several customers misperceive the City's willingness not to shut off services with "free services." The City continues to charge for all water and sewer services delivered, including services delivered in April and May.

The Finance Department Team is hopeful that an end-date to the crisis is on the horizon, as the cost to continue to service non-paying accounts is counterproductive.



William Arnold, Public Works Director  
1155 Ridgecrest Drive  
PO Box 1388 Bethel, AK 99559  
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F: (907) 543-2046  
warnold@cityofbethel.net

## **MEMORANDUM**

**DATE:** 06.30.2020  
**TO:** Vincenzo S. Corazza, City Manager  
**FROM:** Bill Arnold, Public Works Director  
**SUBJECT:** Manager's Report – Public Works Department

### **Programs/Divisions**

#### **Hauled Utilities:**

We are certainly enjoying the fruits of our labor. The team we have are completing routes in a very timely manner; the Fleet that Bill and Jake have procured are allowing drivers to work without mechanical interruption. I continue to train the drivers in safety and work ethic. I continue to streamline routes to increase each drivers effective output. Winter will be the real test for us, until then we will enjoy a timely schedule. In other news, Finance has started taking payments at the Public Works building and that has been a success so far.

**Utility Maintenance:** 18 alarms on residential lift stations were responded to. Multiple issues with grinder pumps and float systems.

- Monthly meter reading and service connections were completed
- Clean up and organization of shops and vehicles.
- 18 residential lift station repairs
- Line flushing and leveling activities on low-flow and plugged sewer lines. Non-compliance reports were filled out per DEC requirements.
- Daily safety meeting
- Got back the main Lift Station pump and put back in the lift station
- We been cutting brush by the PD line getting ready to install new sewer line
- All three Utility Maint. Trucks are having issues that require repairs. Several of these are major safety issues. Continue to work with V&E to repair them, but some issues are arising due to two of the vehicles are more than 10 years old
- Drain valve broke by 153 First Road housing, Repaired

Continue to monitor water leak on first road. Emergency repair parts ordered.

**Property Maintenance:**

Progress of the ADA Compliant Ramp at Public Works



**Vehicles and Equipment:**

We received the last two of the Kenworth water trucks and Landfill's dump truck on the barge.



**Landfill / Recycle Center:**

Streets and Roads helped the landfill a great deal by hauling sand from the pit and covering the C and D trash. Vince and I have been covering the dumpster trash daily and the medical waste that comes in from the hospital.

We got our 18 dumpsters and the gals from the college and teen center are going to paint them, like they do every year, with encouraging messages. The lids are on and ready to go.

The new dump truck and the 950 loader is a good thing around here. They have been needed for a long time.

**Road Maintenance:**

Streets and Roads has been hauling sand and cover from the City sand pit to the landfill to finish building a road around the top edge of the landfill. When that was completed, we hauled in cover for the trash throughout the month of June.

Streets and Roads has been pushing up sand at the City sand pit for the last two weeks, with the D-8N, for the dump trucks. We push up five piles, two road sand piles, two landfill piles and one pile for salt sand for this winter.

Streets and Roads used the last of the D-1 gravel that was hauled from Knik to the City Shop onto Akakeek Street, Ptarmigan Street, City Subdivision, 6<sup>th</sup> Avenue, Willow Street, Boat Harbor Road, Kasayuli Subdivision, 9400 and 9300 Tundra Ridge road. These heavy-use roads were bad after the thaw and rains this spring.

Streets and Roads laid down more Calcium Chloride on Ptarmigan Street, Housing area, BIA Road, and Boat Harbor Road.

Streets and Roads hauled away six vehicles during this Clean up, Green up season, which our offer to haul vehicles away expires on the 30<sup>th</sup>.



Bethel Transit System  
PO Box 1388  
370A 4<sup>th</sup> AVE  
Bethel, AK 99559-1388  
[www.cityofbethel.net](http://www.cityofbethel.net)

## June Transit Report

Good afternoon, the June report will be fairly limited as I am still in the process of learning the ins and outs of the Bethel Transit System. I took over May 29<sup>th</sup>, 2020 from my father Bill Ferguson who worked for the city transit for many years. I have been slowly but surely going through the basic operating systems and reports and in fairly short time should be able to master them.

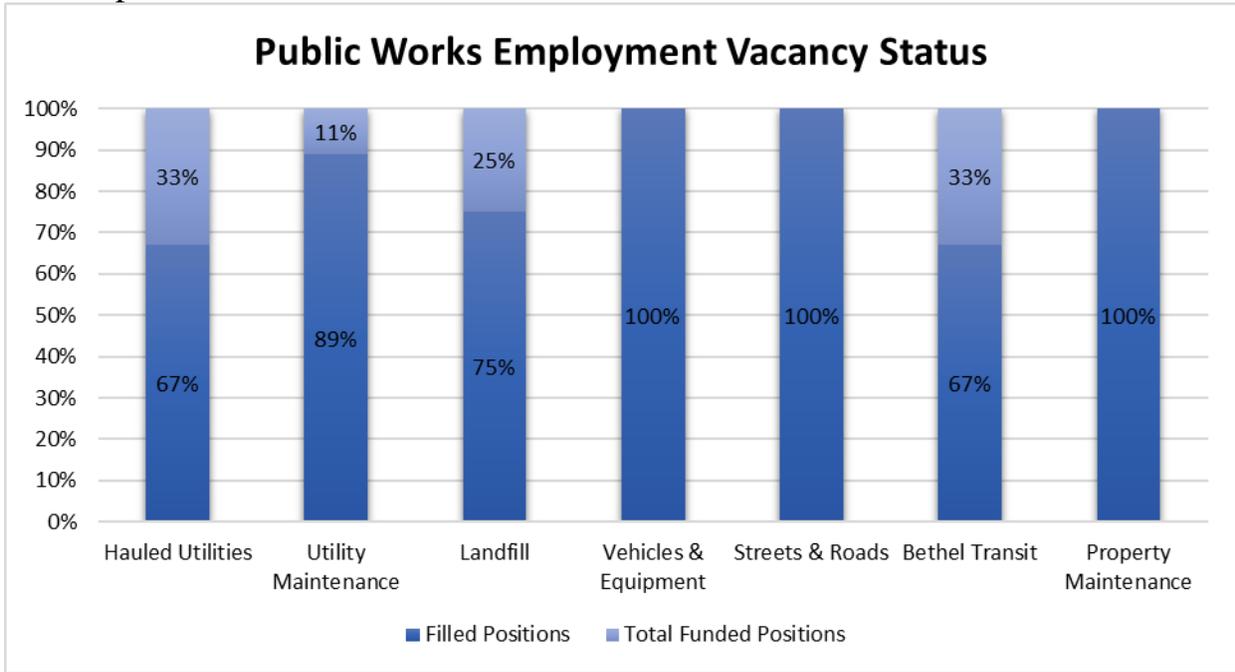
There were (2) adult monthly passes, 54/13 elder and caregiver passes purchased by ONC, and more daily and trip passes purchased from TWC. Just recently there has been road construction causing delays in various parts of the bus route being done by KNIK construction. The May DOT summaries have had several minor kick backs due to clerical errors on my part.

Currently, ridership is still low due to continued concerns over COVID-19. Ridership totals: Seniors/70 Youth/28 Adult/161 and 72 disabled passengers. There has only been (1) bus in use, vehicle 440. Currently there is only one driver working Monday-Friday working a split schedule.

I am currently working on learning how to input monthly summaries into BlackCAT/AKDOT and calculate the current reimbursement.

**James Ferguson**  
**Bethel Transit Manager**

**Staffing Issues/Concerns/Training:**  
 Chart updated: 06/26/2020



Department	Hauled Utilities	Utility Maintenance	Landfill	Vehicles & Equipment	Streets & Roads	Bethel Transit	Property Maintenance
<b>Filled Positions</b>	12	8	3	6	5	2	5
<b>Total Funded Positions</b>	18	9	4	6	5	3	5



## June 2020 Monthly Report

### Personnel:

There are currently two vacancies in Patrol. We have one applicant who is going through the pre-employment process currently. We also have one in house applicant for the Dispatch Supervisor position.

Our traveling officers have been flying in and getting the rapid COVID-19 tests prior to starting their shifts.

Richard Simmons Jr. will be here July 13th and ready to start his new journey as our new Police Chief.

All administrative, CSO, CSP, and dispatch positions are fully staffed.

Bethel sadly has lost a great Trooper on the 20th and it hurts us all to have lost him. We are continuing to show support to the family and loved ones who were close to him.

### Operations:

There were approximately 1,129 calls for service the month of June, a decrease of approximately 113 cases from May and a decrease of approximately 371 cases from the same period in 2019. The number of calls requiring investigative reports was at 95, a decrease of 24 from May and a decrease of 34 from 2019. There were 197 intoxicated pedestrian calls compared to 354 for the same period last year. The number of domestic violence arrests was 37 this month compared to 53 for the same period in 2019 and 26 in May.

There were 3 DUI arrests compared to 15 for the same period last year and 10 arrests in May. There were two death investigations in June, compared to three for the same period last year.

**Animal Control:**

There were 32 animal control calls for service for the month with one reported dog bite.



CITY OF BETHEL  
Fire Department

*William F. Howell, III, Fire Chief*  
P.O. Box 1388, Bethel, Alaska 99559  
Phone: (907)-543-2131  
Fax: (907)-543-2702  
[bhowell@cityofbethel.net](mailto:bhowell@cityofbethel.net)

Celebrating 50 Years of Service

DATE: June 29, 2020  
TO: Vinny Corazza, City Manager  
FROM: Bill Howell, Fire Captain  
SUBJECT: Management Report, June 2020

### **Current Events**

- Effective June 1, 2020, Daron Solesbee resumed his regular position as Fire Captain. Bill Howell has reassumed his position as Fire Chief.
- The Department has completed its annual NFPA ground ladder and fire hose testing. Annual NFPA testing of the Department's fire pumps and City of Bethel's fire hydrants have been started.
- Medic-5 arrived at the Port of Bethel on June 17. Staff took the new ambulance to the Vehicles & Equipment department for a mechanical inspection and then to the fire station for in-service training and equipment stocking.
- The 2020 Cama-i Dance Festival has been postponed until fall 2020 due to concerns regarding the Novel Coronavirus (COVID-19).

### **Community Planning/Preparedness**

- The department is being proactive in its preparedness and potential response to the Novel Coronavirus-2019 (COVID-19). Staff have obtained training from the CDC, NIOSH, NHTSA, and World Health Organization regarding this pathogen and are taking precautions by ordering responder personal protective equipment. Response SOP's and guidelines have been developed for the assessment, treatment, transport, and isolation of patients with confirmed or suspected infection of COVID-19. Communication and patient transportation procedures between BFD EMS and YKDRH-ER have been developed concerning the isolation and quarantine of these patients.

- Bethel Fire Department has been selected as a test site for the new Medicaid Supplemental Emergency Medical Transport (SEMT) program. Being part of this pilot will allow Bethel to shape the program to meet Bethel's needs. SEMT legislation (HB 176) was signed into law in June of last year. This law allows municipal ambulance services to receive reimbursement of 50% or more of the uncompensated cost (UCC) of providing ambulance services. City personnel are required to complete cost report spreadsheets based on FY18 and FY19 budget figures. The department has entered into a contract with AP Triton to provide this service to the City of Bethel for a fee of \$5,000.00 + 3% of annual earnings. AP Triton supposed to conduct training for involved parties in April 2020, but was postponed. This training will is scheduled for either Fall 2020 or Spring 2021.
- Fire department staff members are conducting pre-incident planning inspections for various commercial and assembly occupancies. This information will be crucial, should an emergency incident occur at these locations.

### **Training**

- On 06/11/2020 at 6:00 p.m., fire company operations training was held at the fire station.
- On 06/16/2020 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders conducted trauma assessments and reviewed treatment options during several scenario drills.
- On 06/25/2020 at 7:00 p.m., a Fire Meeting was held at the fire station. Responders reviewed ladder truck operations and practiced setting up and repositioning the aerial device.

### **Responses**

- Between 06/01/2020 and 06/29/2020, the Bethel Fire Department responded to 121 EMS and 14 Fire incidents.
- On 6/5/20 at 2:51 p.m., medics and firefighters responded to the report of a vehicle roll over with multiple patients. One patient was extricated and another was placed into custody by the Bethel Police Department. The patient was assessed and transported to the hospital.
- On 6/7/20 at 11:30 p.m., firefighters responded to the report of an activated fire alarm and the smell of smoke at a house. Firefighters made entry and found food on the stove, but nobody was home. Firefighters turned off the stove, removed the food, and ventilated the house.
- On 6/10/20 at 8:43 a.m., medics responded to the report of a person with multiple stab wounds. The patient was assessed and transported to the hospital.

- On 6/13/20 at 2:27 a.m., firefighters responded to the report of a structure fire. Upon arrival, firefighters observed smoke and fire coming from a steam bath. Firefighters deployed hose lines and extinguished the fire. The cause of the fire was accidental.
- On 6-25-20 at 5:56 p.m. firefighters responded to the report of smoke coming from a house. Firefighters investigated and found the smoke came from a furnace event on the house. Crew then cleared.

### **Budget/Financial**

- The department is operating within budget.

### **Grants**

- The Department was awarded \$5,141.00 from the Department of Homeland Security for a new Thermal Imaging Camera (TIC). One MSA Evolution 6000+ thermal imaging camera was received and is being mounted on Truck-1.
- The Department has submitted an invoice to YKHC Injury Control & EMS for the Phase 18 Code Blue Grant reimbursement of \$45,000 for the remount of Medic-5 to a new chassis. **This request is still pending.**

### **Staffing/Recruitment**

- The Department is fully staffed.
- There is one full-time Firefighter Intern position available. The department is recruiting for this opening.

### **Vehicles & Equipment**

- We have received the parts for the Class-A Foam system for Engine-4. Staff determined that a 1" valve was required, upon finding the ¾" valve shipped was too small for the current foam system plumbing. Chiefr Howell is directing modifications for this install.
- Fire pump testing is upcoming August 2020. Staff will perform vacuum and leak tests to ensure they will pass when tested by Underwriter's Laboratories, Inc.

<b>FIRE DEPARTMENT VEHICLE STATUS</b>			
<b>Vehicle</b>	<b>Type</b>	<b>Year</b>	<b>Status</b>
Medic 4	Ambulance	1999	<i>(Backup ambulance)In service.</i>
Medic 5	Ambulance	2019	Received in Bethel via the second Alaska Marine Lines barge. V&E conducted a mechanical inspection

			and BFD staff are currently outfitting this ambulance and conducting Driver/Operator training before being placed into service.
Medic 6	Ambulance	2017	<i>(Frontline Ambulance)</i> In service. Driver's side rear Liquid Spring Suspension strut was replaced by FF Wenger. Back-Up camera is not functioning (wiring/connection issue). Rear heat in patient compartment is intermittent. Paint defects. Staff is requesting a technician from Braun Northwest to troubleshoot and repair these issues.
Engine 4	Pumper	2013	<i>(Frontline pumper)</i> In service, Seat belt sensor silenced but still needing repair by V&E. Generator is experiencing frequent 20A fuse blowouts. Pump packing rings need to be tightened and/or replaced.
Engine 3	Pumper	1986	<i>Being outfitted as a tender and water supply unit. 3000 feet of LDH (future).</i> (Poor overall condition needs replacement). Generator was remounted. Pump packing rings need to be tightened and/or replaced.
Truck 1	Ladder Truck	2017	Outfitting, in service. See 2019 UL Pump and Aerial reports. DEF sensor malfunction was repaired by V&E. The aerial desiccant plugs and hydraulic pump to be repaired by V&E or Hughes Fire Equipment technician.
Com 1	Pickup	2014	In service. Mirror adjustment button inoperable. Replacement ordered.
Com 2	Pickup	2004	In service.



# OF BETHEL

Box 1388

Bethel, Alaska 99559

Voice: 907-543-2310

Fax: 907-543-2311

TO: Vinny Corazza, City Manager

FROM: Allen Wold, Port Director

SUBJECT: June 2020 Managers Report

- **Small Boat Harbor**
  - Repairing floats and added an emergency response float for Fire Dept. and BSAR.
  - Widening road entrance to North Side Harbor 20' more (cut pipe for extensions, welding pipe, 20 loads of rip rap, 5 loads of gravel)
  - Graded and calcium around the SBH.
  - Picking up drift, cutting grass/trees, and picking up around dumpsters.
  - Sold 350+ permits (General use, Ramp use and float spaces)
- **City Dock/Beach 1/Petro Port**
  - Customers in and out of the Dock. 4 crews working.
  - 2 mainline barges (AK Logistics and AML)
  - 10+ fuel barges (4 million gallons of fuel brought in)
  - Graded and calcium the City Dock.
  - Tugs/barges pulled up to Beach 1 to be repaired.
- **Port Office**
  - Property Maintenance checking on building daily.
  - Staining handrail of the Port Office ordered new flags.
  - Cleaning office daily with disinfectant.
  - Installed a pass pass box with a mic for Covoid limited interaction plan.
- **Admin**
  - Monthly storage/wharfage/moorage billing for customers.
  - Safety meetings with crew. Meetings with the Directors and City Council Meetings.
  - We have 13 letters to owners for abandoned vehicles being mailed out. If we don't hear from them, we'll drain the fluids and bring them to the landfill.
- **Seawall**
  - Consistent clean up.
  - Fixed Cable Fencing.
  - Hauling gravel for the washouts and filling in the pipes with gravel. 3 Loads of Gravel
  - Cutting grass and trees to prevent tripping hazards for barge crews.
- **Misc.**
  - Inventory of tools, cleaning supplies, etc. in office and shops.
  - V&E working on our pickups.
  - Streets and Roads using our heavy equipment.
  - We had a summer hire intern for a month.

To: Vinny Corazza, City Manager  
From: Ted Meyer, Planner  
Subject: June Manager's Report  
Date: June 26, 2020

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## **SUBDIVISIONS**

### **ONC Ciullkulek Subdivision**

Construction of the Ciullkulek Subdivision access road started in mid-May. The City-contracted DOWL Road Inspector started a few day after that. Daily reports were submitted and the project is running smoothly.

### **Blue Sky Estates Subdivision**

The Subdivision Agreement was signed on June 26. The Site Plan Permit was approved on the same day, and the Notice to Proceed given. The start of construction is scheduled for July.

### **Tanqik Subdivision**

DOWL is reviewing plans. It was just learned that a subdivision agreement has not been presented to the City Council for approval yet. At this point it is assumed staff will coordinate and prepare an agreement with Tanqik staff with DOWL assistance.

## **SITE PLAN PERMITS**

Thirteen (13) applications were approved in June. One project was submitted to the Army Corps of Engineers for review.

## **CONDITIONAL USE PERMITS**

After application review and multiple site visits, a Notice of Incomplete CUP Application for a proposed marijuana retail store was sent to the applicant.

## **CODE ENFORCEMENT**

Staff continues to work with the City Attorney on a code enforcement issue. Staff continues to investigate multiple complaints regarding fill placement without a permit.

## **MAPPING**

Staff awaits an update from DOWL of the City Zoning Map. They are adding 78 Blue Sky Estate Subdivision property and two zoning designations recently recommended by the Planning Commission and approved by the City Council. Staff is also coordinating with DOWL who are preparing mapping that shows locations of all piped water lines, hydrants, and lift stations in the City (as requested by Public Works).

## **PLANNED DOT&PF ROAD CONSTRUCTION PROJECT**

DOT&PF and consultants called in May and June to discuss the City subdivision platting requirements combined with a road access project that would include connecting Tundra Ridge with BIA Road. Survey Firms plan to start surveying in July.

## **BETHEL EMERGENCY OPERATIONS CENTER BUSINESS**

Planning staff, in their role as EOC Logistics, continue to order Personal Protective Equipment and sanitary supplies from the State EOC and from commercial vendors as well.

# **Memorandum**

**Date:** July 1, 2020

**To:** Vinny Corazza, City Manager

**From:** Bo Foley, IT Director

**Subject:** IT Director's Report

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## **June 2020 Current Events**

- **Purchasing Agent Duties:**

This month, the City Manager has delegated purchasing agent duties to me on account of my past experience having done the job. My hope is that Finance will reabsorb these responsibilities as soon as they are able.

- **Request for Bids:**

This month I have posted a couple different RFB documents on the City's website and sent the word out to various outlets around Alaska. These RFBs include:

- 1) Sewage Lagoon Boat (Ends 6/29/20)
- 2) Sewage Lagoon Pump (Ends 6/29/20)

- **Request for Proposals:**

This month I have posted an RFP document on the City's website and sent the word out to various outlets around Alaska. This RFP includes:

- 1) Financial Auditing Services (Ends 7/6/20)

- **G-Suite Mailbox Export:**

Under our current G-Suite agreement, we have had to leave email accounts open and/or suspended so that we could continue to access their contents. Being able to do so allows us to perform e-discovery on those accounts and allows new employees to gain information beneficial to the position they have taken over. Unfortunately, this has meant that we have been paying for every single account, no matter how small or short-lived, for quite a while.

Recently I reached out to Google to try to find a way to export mailboxes so that we could continue accessing their contents but be able delete the account so we no longer have to pay for it. I am happy to report that I found the information I needed and have deleted 76 dormant accounts, which should drop our monthly bill by almost \$1000. The exported mail data has been backed up.

- **Police Dept. Dispatch Console Project:**

This month, I have worked with ProComm Alaska to finally kickoff the much-needed project of upgrading the Police Dept.'s obsolete radio system. ProComm is a sole-source Motorola distributor that deals and installs Avtec equipment in Alaska. In using the State of Alaska's cooperative purchasing agreement (through which Avtec is an approved radio equipment

# **Memorandum**

**Date:** July 1, 2020

**To:** Vinny Corazza, City Manager

**From:** Bo Foley, IT Director

**Subject:** IT Director's Report



vendor), we will be procuring all necessary hardware and bringing both entities out to Bethel in order to install everything and get PD staff trained up.

- **Delta Western Contract Renewal:**

This month the City renewed its contract with Delta Western for fuel provisions, leveraging the first of its three options to renew. The contract will be extended through the end of September 2021.

- **Alaska Communications Onboarding:**

Now that all contracts have been signed, I can announce that the City is now partnered with Alaska Communications (ACS) to help augment the IT department. A technician joined me during this month to begin the onboarding process. We should be on schedule to have all relevant software installed so that we can meet our contractual start date of July 1<sup>st</sup>.

- **SQL Server Upgrade:**

Finance informed me that they were getting errors within Caselle when trying to handle sales tax certifications. Caselle has suggested updates for this, but have informed that our SQL server needs to be version 2012 or better (we were using 2008). I worked with Arctic IT to have this updated in hopes that it will fix the certificate issues.

## **Future Plans**

- **Server Refresh:**

With the FY21 budget adopted, I have gotten the ball rolling on ordering my new server equipment. I would like to have all our servers refreshed as soon as possible in hopes that users will be able to note increased performance and to eliminate our risks of the servers failing due to old age. This project will likely need several months to be completed.

- **Offboarding of Arctic IT Software:**

As I work towards fully onboarding onto Alaska Communications' ConstantlyOn IT system, I will simultaneously be working with Arctic IT to remove their remote management software across all computers. Additionally, I will need to make a swap in antivirus software. Most of this transition will take place during the following month.

- **Surveillance Systems:**

The city manager asked me to purchase several prepackaged surveillance systems that one might find at Costco or Amazon to be installed in Finance, Public Works, and the Fire Dept. All three

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systems are here, but cannot be installed until our electrician has had a chance to get us power to the locations that the cameras will be mounted. I'm hopeful we can take this step within the next couple months as travel restrictions lift so we can start using the systems.



# CITY OF BETHEL

Post Office Box 1388  
 Bethel, Alaska 99559  
 Phone: 907-543-2047

TO: City Manager  
 FROM: Human Resources  
 SUBJECT: May 2020 Managers Report

DATE: 29 June 2020

Position	Number of Vacancies	Number of New Applications	Number Hired During Period	Number of Vacancies Remaining	Applicants in Review
Finance Director	1	0	0	1	0
Asst Fin Dir	1	3	0	1	2
Police Lieut.	1	0	0	1	0
Police Ofc	2	2	0	2	2
Dispatch Supv (FY21)	1	1	0	1	1
PW Admin Asst (FY 21)	1	1	0	1	1
Driver Hauled	7	0	0	7	0
Driver-Landfill	1	0	0	1	0
Water Operator	1	0	0	1	0
Transit Driver	1	0	0	1	0
<b>TOTALS</b>	<b>17</b>	<b>7</b>	<b>0</b>	<b>17</b>	<b>6</b>

### Applications and Hiring:

HR received a total of 4 **Applications** in June

*From those 5 Applicants:*

1 Hauled Utility driver was hired

We currently have 10 job positions with a total of 17 openings, with 6 applications under review. One applicant for Asst Fin Dir voluntarily withdrew her application. **Two new FY 21** positions were internal announced with applications received and under review.

### BEACON Programs:

No test conducted

**Reports of Injury:**

There was one reported injury (lacerated eye from debris while unloading a truck).

**Administrative Actions:**

Multiple routine PAR actions were executed.

Multiple yearly performance evaluations were submitted and processed.

**Employee related announcements:**

None

**Training, Conferences and Seminars:**

None

James P. Harris  
Human Resources Manager

*“Deep Sea and Transportation Center of the Kuskokwim”*

**CITY OF BETHEL, ALASKA  
EMERGENCY OPERATIONS CENTER**



DATE: July 6, 2020  
 TO: Vincenzo S. Corazza, City Manager  
 FROM: Vincenzo S. Corazza, Emergency Operations Center director  
 SUBJECT: Emergency Operations Center June 2020 Report

**Operations Highlights**

The Emergency Operations Center (EOC) was at level 2 during the month of June:

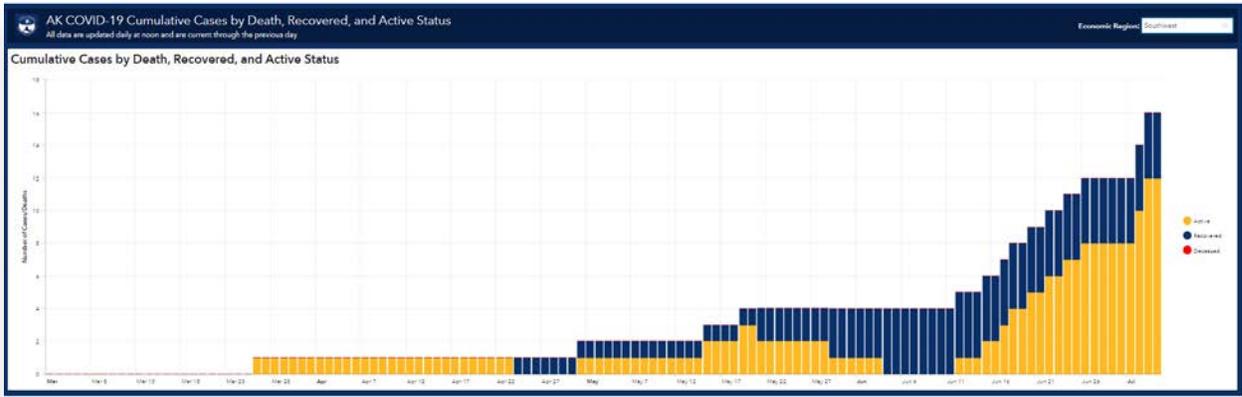
On 6/3/2020 the EOC began discussions on a Covid-19 friendly 4<sup>th</sup> of July activities. By 6/17/2020, a driving parade was set with information being disseminated to the public as well as calls for vehicles/floats/participants.

On 6/10/2020 the EOC discussed a plan to support YKHC with their airport testing operations. The group present discussed the idea to use CARES Act funding as a financial incentive (e.g., cash, gift cards, raffle) to encourage people who land at the Bethel Airport to be tested. An Incident was opened to act on this idea.

On 6/18/2020, the City hosted a Public Forum soliciting public input on how to use its CARES Act funding. Feedback is being incorporated in a CARES Act Budget and Spending Plan. Anticipate the Budget and Spending Plan to be submitted to Council for approval in July.

Covid-19 Cases statistics from Alaska Department of Health and Social Services (DHSS) for Bethel and the Southwest Region as follows:

Region	Borough/Census Area	Community	All Cases	All Cases (New)	Community Cases	Secondary Cases	Travel Cases	UI Cases	Hospitalized Cases	Deceased Cases	Recovered Cases	Active Cases
Southwest	Bethel Census Area	Bethel	5	0	1	1	1	2	0	0	1	4
		Other	6	0	3	0	0	3	1	0	2	4
		<b>Total</b>	<b>11</b>	<b>0</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>8</b>



**Finances Highlights**

On 6/29/2020, the City received its first physical check of the CARES Act funds, totaling \$4,193,478.70. A bank account separate from the City's Treasury was set up to deposit the check into in order to avoid commingling funds between CARES Act (First National Bank of Alaska) and City General and Enterprise funds (Wells Fargo).

As indicated in the 06/29/2020 report to the State of Alaska Office of Management and Budget, \$0 of the CARES Act funds have been spent. Reporting Supporting Documents attached.

# COVID-19 Monthly Expenditures by Community



## Instructions

Please update this form with your community's information, as well as COVID-19 expenses by spending area for the month. The six spending areas are outlined on pages 2-3 of this document. The full document can be found using the link below. Please email completed documents to: [GOV.OMB.COVIDFUNDING@alaska.gov](mailto:GOV.OMB.COVIDFUNDING@alaska.gov) within 15 days of each month's end. Contact 907-465-4660 with any questions.

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

## Community Information

Community Name	City of Bethel	Street Address Including City, State, and ZIP Code	300 State Highway, P.O. Box 1388, Bethel, AK 99559
Contact Name	Vincenzo S. Corazza	Telephone	(907) 543-2047
Email Address	citymanager@cityofbethel.net	Web Site	cityofbethel.org

## For Month Ending: MM/DD/YYYY

06/30/2020

## Spending Area

*For amounts > \$25K, enter details on page 4.  
Attach an excel file if necessary.*

*Describe your overall plan for expenditures.*

Spending Area	Amount	Description
Medical	\$ 0.00	On 6/29/2020, the City received it's first physical check of the CARES Act funds, totaling \$4,193,478.70. A bank account separate from the City's Treasury is being set up to deposit the check into in order to avoid commingling funds between CARES Act (First National Bank of Alaska) and City General and Enterprise funds (Wells Fargo).
Public Health	\$ 0.00	
Payroll	\$ 0.00	
Compliance	\$ 0.00	
Economic Support	\$ 0.00	
Other	\$ 0.00	
<b>TOTAL</b>	\$ 0.00	On 6/18/2020, the City hosted a Public Forum soliciting public input on how to use its CARES Act funding. Feedback is being incorporated in a CARES Act Budget and Spending Plan.

Signature

Signature of the Person Submitting this Form

Name Vincenzo S. Corazza

Date of Signature 06 29 2020  
MM DD YYYY

City of Bethel  
Coronavirus Aid, Relief, and Economic Security  
(CARES) Act  
June 2020 Expenditures Report  
Supporting Documents Attachment



*Celebrating 50 Years of Service*

CITY OF BETHEL  
Office of the City Manager

*Vincenzo S. Corazza*  
P.O. Box 1388, Bethel, Alaska 99559  
Phone: (907)-543-1373  
Fax: (907)-543-1388  
[citymanager@cityofbethel.net](mailto:citymanager@cityofbethel.net)

The City Invites you to the June 18, 2020 CARES Act Public Forum at 10:00 AM at the ONC Multipurpose building at Pinky's Park. The event will be facilitated by Michelle DeWitt, Executive Director of the Bethel Community Services Foundation.



- WHO:** Businesses, Non-Profits, Churches, Citizens (the whole community)
- WHAT:** CARES ACT PUBLIC FORUM
- WHEN:** Thursday, June 18, 2020 – 10:00 AM
- WHERE:** ONC Multi-Purpose Building, right at Pinky's Park (Akiachak Ave)
- WHY:** Provide your project/program/ideas on how you/your organization can help spend the City's \$8.4 in Federal Coronavirus Aid Relief, and Economic Security Act.

Refreshments will be served and DOOR PRIZES will be drawn.

**Masks requirements** (will provide for citizens who do not have one) and **social distancing in effect.**



# Cares Funding Forum - June 18, 2020 – ONC Multipurpose Building

Ideas:

## 1. AML suggestions

1. Deals with those municipalities with Health powers (not us)
2. Public Health
  - Water sewer
  - Wash-a-teria
  - Sanitation
  - Landfill issues
  - Social distancing – extra staff to enhance?
3. Costs related to mandates
  - Personnel costs
4. Economic Impacts
  - Grants to businesses
  - School districts
  - Vulnerable populations

Tie expenses to economic hardship(s)

City of Bethel proposed CARES Budget

1. 3m for Public safety wages/reimbursement
2. 3.5m Emergency Operations Center (EOC)
3. 200k Taxi coupons (elders single ride)
4. 100k PPE stockpile i.e. sanitizer, gloves masks
5. 5k Elections COVID Related
6. 75k Homeless sheltering
7. 20k COVID-19 testing support to YKHC (incentives)

## Public ideas/feedback

1. Most pressing for your business
  - a. 56% regular cleaning for business and public spaces
2. 54% Basic living expenses
3. 51% Loss of job and income
4. How has COVID effected your operations?
  - a. 54% In person to virtual activities
  - b. Budget impacts-reduced revenue due to delays in fundraising.

## Cares Funding Forum - June 18, 2020 – ONC Multipurpose Building

5.

### Brainstorm

- Mark Springer - Communications eligibility of CARES act funding
  - ALMR – Bring to Delta? Alaska Land Mobile Radio System (State Wide Repeater System) Road system focused for Public safety needs.
- Leif- Vulnerable populations, Impacts to children, cancelation of camps, schools and other activities, library, city contributions.
- Ryan Jefferies- Kilbuck Armory building Emergency Operations Center, Congregate care and City Emergency Supplies-Secondary use as community Gym/event center, Code improvements, renovations needed. Policy 1400 LKSD School Board - Welfare Health and Safety of youth, Creating awareness
- Nicolai, TWC – representing for E. Arnold. Travel concerns, Exposure risk, cleaning supplies, Paying staff to furlough, Budget impacts? PSA - Printed and radio. Additional costs to agency.
- Susan Taylor – food bank, (Saturday to volunteer), large increase in need of food bank services. Food and other insecurities. AVCP RHA helping with housing utilities. City - utilities support for Bethel residents. Food bank income qualified. General concern for economic impacts to individuals.

### **NEEDS**

- Reduction of paperwork/applications. Barriers.
- City directly implements of partnership with community partners.
- T.Quiner – Larger quantities and more nutritious food needed for food bank. CARES Funding?
- Adam London, full time homeless shelter
  - L. Bradbury- social work and case management to help/support homeless population. Coach and support.
- Juan Delgado/electrician – UV lights in airports and public buildings to passively sterilize, kill viruses and bacteria

### Cares fund eligibility

#### Criteria

- Incurred during COVID

## Cares Funding Forum - June 18, 2020 – ONC Multipurpose Building

- Related to COVID impacts
  - Must be incurred March 2020 through December 31, 2020
1. Homeless Shelter
    - a. Eligibility?
    - b. Homelessness prevention
    - c. Mortgage assistance
  2. Youth needs
    - a. AML not aware of other communities with similar programs
    - b. Childcare – 2<sup>nd</sup> to other needs but typically eligible.
  3. Kilbuck Armory
    - a. Eligible for Cares funding? Possibly.
    - b. Be careful, should address current public health emergency.
    - c. City can make justification,
    - d. Libby- School district unable to change current demolition contract.
  4. Barriers to library funding?
    - a. AML- do-able, needs ample justification
    - b. Loss of Revenue due to closure.
    - c. Rasmussen Foundation offering matching funds to City investment of CARES funds to libraries and other cultural or arts focused entities,
    - d.

### Contact

[cares@cityofbethel.net](mailto:cares@cityofbethel.net)

[vcorazza@cityofbethel.net](mailto:vcorazza@cityofbethel.net)

543-2047

City of Bethel

PO Box 1388

Bethel AK. 99559

Thank you for attending today!!!

Notes By Bill Howell, Fire Chief

# Cares Funding Forum - June 18, 2020 – ONC Multipurpose Building



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## CITY OF BETHEL

P.O. Box 1388 • Bethel, Alaska 99559

907-543-1386

Fax: 907-543-1388

### PRESS RELEASE

June 29, 2020

To: News Media

Contact: Vinny Corazza, City Manager/Emergency Operations Director  
PO Box 1388, Bethel, AK 99559  
907-543-1386  
vcorazza@cityofbethel.net

#### **City of Bethel Receives First CARES Check**

The City of Bethel received its first disbursement of the \$8.4 million from the State of Alaska for the Coronavirus Aid, Relief, and Economic Securities (CARES) Act. In a ceremony held at the First National Bank of Alaska Bethel Branch at 700 Front Street, City of Bethel Mayor Perry Barr extended the check in the amount of \$4,193,478.70 to Branch Manager Jason Brown.

“Opening up a new checking account at First National Bank will allow the City to easily track all deposits and expenditures in order to complete monthly reports,” said Acting Finance Director John Sargent.

The United States Treasury and the State of Alaska have provided guidance on where the CARES Act funds can be spent. Areas of eligible expenses include: medical, public health, payroll for public safety, actions to facilitate compliance, economic support in connection with the COVID-19 public health emergency, and functions of government that satisfy the Fund’s eligibility criteria.

“We received a lot of interesting ideas from the community at our June 18 CARES Act Public Forum,” City Manager Vinny Corazza said. “Bethel City Council still needs to pass the CARES Act Budget and Spending Plan, but it’s nice to know there’s \$4.2 million that can immediately be spent on CARES Act eligible expense.”



L-R: City Manager Vinny Corazza, Acting Finance Director John Sargent, Mayor Perry Barr, Bank Manager Jason Brown, Bank Operations Supervisor John Hamilton