

CITY OF HOPEWELL

Hopewell, Virginia 23860

AGENDA

(804) 541-2408

www.hopewellva.gov info@hopewellva.gov cityclerk@hopewellva.gov

CITY COUNCIL

Patience A. Bennett, Mayor, Ward #7
John B. Partin, Jr., Vice Mayor, Ward #3
Deborah B. Randolph, Councilor, Ward #1
Arlene Holloway, Councilor, Ward #2
Jasmine E. Gore, Councilor, Ward #4
Janice B. Denton, Councilor, Ward #5
Brenda S. Pelham, Councilor, Ward #6

John M. Altman, Jr., City Manager Sandra R. Robinson, City Attorney Mollie P. Bess, Acting City Clerk

August 24, 2021

CITY COUNCIL SPECIAL MEETING

Special Meeting: 6:30 PM

6:30 p.m.

Call to order, roll call, and welcome to visitors

CLOSED MEETING

Move to go into closed meeting pursuant to Va. Code Sections 2.2-3711 (A)(1) to discuss and consider personnel matters, including the assignments, performance, and appointments of specific public employees, including the City Manager and the City Attorney; and (A)(8) to discuss specific legal matters requiring the provision of legal advice by counsel aid and to the extent aided thereby (A)(4) for the protection of the privacy of individuals in personal matters not related to public business.

Roll Call

SB-1 - CONTRACT REVIEW/EVALUATION - Yasha Business Consulting

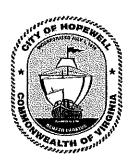
SB-2 – PERSONNEL MATTERS

CERTIFICATION

CERTIFICATION PURSUANT TO VIRGINIA CODE 2.2-3712 Were only public business matters (1) lawfully exempted from open-meeting requirements and (2) identified in the closed-meeting motion discussed in closed meeting.

Roll Call

Adjournment



CITY OF HOPEWELL AGREEMENT FOR FINANCE DIRECTOR SERVICES

THIS AGREEMENT is made this 10th day of November, 2020 by and between the City of Hopewell, Virginia, a Virginia municipal corporation ("City"), having as its principal place of business 300 N. Main Street, Hopewell, Virginia 23860 and Yasha Business Consulting, LLC, a Virginia limited liability corporation (hereinafter, "Contractor"), having as its principal place of business at 2020 Hunton Commons Lane, Glen Allen, Virginia 23059.

RECITALS

- A. This Agreement is for professional services and is awarded after competitive negotiation, in conformance with the Virginia Public Procurement Act (Va. Code Ann. 2.2-4300 et seq.).
- B. After engaging discussions with other offerors, the City desires to utilize the services of Contractor, as an independent contractor for financial and accounting services for the period September 1, 2020 through December 31, 2021.
- C. Contractor represents that it is fully qualified to perform such services by virtue of its experience, training, education and expertise, and further covenants that all times relevant to this Agreement, Contractor possesses all licensure and certification required by law or custom by the profession for delivery of the services provided herein.
- D. Contractor further represents that at all times relevant hereto that is lawfully organized and authorized to transact business in the Commonwealth of Virginia.
- E. Nothing contained herein shall abridge or limit the power of the Hopewell City Council, acting pursuant to its authority under Chapter VI §2 of the Hopewell City Charter and Va. Code Ann. §15.2-1537 to appoint a financial officer to be responsible for the financial affairs of the City or to assign duties related thereto. Except as expressly provided herein, at all times

relevant to this Agreement, the City reserves to itself the right to act by and through the Hopewell City Council.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Contractor's Services.

A. Scope and Level of Services. The Contractor shall, in a timely, expeditious, satisfactory, proper and professional manner, perform the scope, and level of the specific services herein listed, Services in each area of work shall be performed under and at the immediate direction of the City Manager, but at all times relevant to this Agreement the City may direct the Contractor through the City Council.

Contractor shall be responsible for managing the operations of the Finance Department. For the purposes of the performance of the duties of this Agreement, Contractor may be referred to as the City's Finance Director; nothing contained herein however shall be construed to constitute employment of the Contractor by the City nor to confer on the Contractor any right or privilege of employment with or through the City of Hopewell, Virginia.

Contractor's duties shall include, but not be limited to, the following:

- (i) Supervision of the operations of the Finance Department functions and responsibilities.
- (ii) The day-to-day management of the department functions of the Finance Department, including budget development and oversight, transfers, payroll, and overall general ledger functions under generally acceptable accounting principles.
- (iii) Coordinate the City-wide Annual Operating Budget and Capital Planning process. Analyze and makes recommendations to the City on the Annual Operating Budget and Capital Plan departmental requests.
- (iv) Responding orally or in writing on the activities, Completion and submission of all required work, documentation and files associated with the FY 2018, FY2019 and FY 2020 Comprehensive Annual Financial Reports (CAFR), to include the Federal Single Audits, and the Federal Single Audits for FY 2016 and FY 2017 to bring the City CAFRs current.
- (v) Responding orally or in writing on the activities, functions, and findings of the Finance Department to the City Manager and/or directly to the City Council when requested or required by either or both entities.
- (vi) Supervision and monitoring of all departmental expenditures, funds, and fixed assets. Assist Department Heads on budgetary matters.
- (vii) Understanding and experience using MS Excel, MS Office, and MUNIS.
- (viii) Demonstrate comprehensive, professional understanding of municipal finance regulations and a demonstrated record of achievement in this field in the Commonwealth of Virginia.

(ix) Be and remain in compliance with applicable local, state and federal laws, codes rules and regulations as they apply to municipal finance.

(x) Provide timely recommendations to the City Manager and the City Council on matters having a significant and material financial impact on the City and its financial position.

(xi) Develop, implement and monitor policies and procedures for the City's internal financial controls, cost containment and efficiency of programs and oversight of the annual audit process.

(xii) Under the direction of the City Manager, implement actions and directives pursuant to finance audits, including the recommendations of the Audit Management Letter and/or any other required public management audits.

(xiii) Represent the municipality, the City Council and City Manager in the reporting of financial matters as required or directed by those parties.

(xiv) Perform other financial duties as may be reasonably required by the City.

- B. Time of Performance. The services set forth herein shall be performed on a timely, regular basis, and shall commence on September 1, 2020 and shall end on December 31, 2021. Such services shall be provided and continued in such sequence as to assure their relevance to the purposes of this Agreement.
- 2. Term of Agreement. Unless terminated pursuant to Section 17 or 18, the initial term of this Agreement shall be 15 months and shall be effective on the date set forth herein. This Agreement may be renewed at the City's option for one additional year (12 months) under the same terms and conditions of this Agreement. No more than two one-year renewals shall be authorized under this Agreement.
- 3. Compensation. The total value of this agreement shall be no greater than \$154,000.08. For the satisfactory performance of the services hereunder, the City agrees to compensate Contractor for its services at the rate of \$6,416.67 on a semi-monthly basis, to-wit: twice per month. Except at its own risk, Contractor may not incur any costs in excess of the agreed rate for services stated herein without the written approval or authorization of the City. Prior to the issuance of payment hereunder, the Contractors shall submit invoices to the City for payment. Each invoice submitted shall identify the specific tasks or subtasks undertaken, performed, and/or completed (as the case may be) during the relevant billing period. No payment shall be required until such time as the City accepts the Contractor's performance as satisfactory. No payment shall be made to an individual under this Agreement.
- 4. Access to Information. The Contractor shall be authorized to access, review, and disseminate all information, data, reports, and records belonging to or related to the City existing, available, and necessary for the carrying out the services provided by the Contractor to the City. No charge shall be made to the Contractor for such information or access thereof.

- 5. Documents/Records Ownership. The Contractor shall be responsible for the use of all reasonable skills and care in the accessing, retrieving, and handling of the City's records in whatsoever form they are or have been retained or maintained. All records of the City shall remain the sole property of the City and the Contractor shall not be authorized to retain separate copies of such records for its separate use or reference. No material or information created or provided as a result of this Agreement, in whole or in part, shall be available to the Contractor for copyright purposes. All documents/materials produced as a result of this Agreement or arising therefrom shall belong to and be owned exclusively by the City, and all rights related thereto shall be exercised exclusively by the City. The Contractor agrees that a violation of this provision may result in criminal and civil penalties.
- 6. Records and Audits. The Contractor shall maintain accounts and records adequate to identify and account for all costs pertaining to this Agreement, as well as such other records as may be required or deemed necessary by the City to assure proper accounting for the purposes of City's obligations under state and federal law or regulations. These records shall be made available for audit or other financial reporting purposes, including upon request by the City.
- Reports and Information from Contractor. The Contractor shall directly 7. furnish such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement and any other matter covered by it or related thereto, including the monthly written reports regarding the day-to-day operations of the Finance Department. Also as a periodic report, Contractor shall make written reports each month to the City Council through the City Manager/Project Manager of the status of any CAFR and SEFA required hereunder and next due at the time of said periodic report. Contractor shall also, each month, physically appear and present to City Council at the first of each of its regular monthly meetings to summarize the content of that respective month's report and to answer questions from the City Council related to Contractor's written report and other such questions as may be deemed necessary by the City Council. In the event of an unforeseen or emergency event, the Contractor may make such oral presentation to the City Council by and through the City Manager. In addition to any periodic report required by this provision, the Contractor shall make immediate reports of any internal or outside agency's refusal or failure to respond to a request for information made to it by the Contractor, if such information is deemed necessary by the Contractor to timely and fully perform under this Agreement. For purposes of this provision, "immediate reports" shall mean within no later than five business days from when Contractor has made a second request of the same information. Contractor agrees that its failure to make any report(s) required by this provision may result in the termination of this Agreement pursuant to Section 17.

8. Party Representatives

A. Project Manager. The City Manager is hereby designated as the Project Manager/Contract Administrator with respect to the services specified herein. It is expressly

understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for the City to enter into this Agreement with the Contractor, therefore, the foregoing Project Manager/Contract Administrator shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the delivery of services hereunder. The Project Manager/Contract Administrator may not change the Contractor nor the terms of this Agreement without the express written approval of the City. Notwithstanding the Project Manager/Contract Administrator's responsibilities hereunder, at all times relevant hereto it shall be Contractor's responsibility to assure that the Project Manager/Contract Administrator is kept informed of the progress of the performance of the services. The Contractor may refer any decisions which must be made by the City to the Project Manager/Contract Administrator.

- B. Contractor. With respect to the services specified herein, the Contractor hereby designates MICHAEL TERRY as the point of contact for the performance, the schedule and delivery of service. Contractor shall have the right to designate additional individuals subject to the acceptance or approval of the City.
- 9. Standard of Performance. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to City. Contractor hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.
- Status as Independent Contractor. Contractor is, and shall at all times remain as 10. to the City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither the City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees or subcontractors, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation laws regarding Contractor and Contractor's employees and, to the extent applicable, any of the Contractor's subcontractors. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable worker's compensation laws. The parties agree that the City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to the City from the Contractor as a result of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this Agreement.
- 11. Personnel. Except as indirectly provided by City personnel, the Contractor represents that he has or will secure, at his own expense, any and all qualified personnel required

in the performance of the services provided by this Agreement. Such personnel shall not be employees of the City nor shall such personnel have any contractual relationship with the City. None of the work or services covered by the Agreement shall be subcontracted without the prior written approval of the City.

- 12. Confidentiality. Contractor, in the course of its duties, may have access to financial, accounting, statistical, and personal data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by the City or the individual for which the information pertains. The City agrees to grant such authorization if disclosure is required by law. All City data in the possession of Contractor shall be returned to the City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement.
- not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, Contractor will perform a due diligence inquiry to ensure that no person having any such interest shall be employed by it or be called up to perform any service for the City. Furthermore, Contractor agrees to avoid the appearance of having any interest, which would conflict in any manner with the performance of its services pursuant to this Agreement. Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" in any decisions made by the City other than those related to this Agreement or the retention thereof.
- 14. Indemnification. Contractor shall defend, hold harmless and indemnify the City, its elected and appointed members and officers, its employees, agents, its constituent local public entities, and its constituent members' respective officers, employees, and agents (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of the Contractor or any of its officers, employees, or agents. Liability of the Contractor under this hold harmless and indemnification provision shall be limited to the coverage limits of insurance required by Section 15, and shall survive the termination of this Agreement for the relevant period of limitations applicable to the claim alleged accrued.

15. Insurance.

A. Liability Insurance. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the work hereunder by Contractor, its employees, agents, representatives, or subcontractors.

- B. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
- (1) Commercial General Liability: \$1,000,000 combined single limit. The City of Hopewell shall be named as an additional insured with respect to the services being procured. This coverage includes Products and Completed Operations Coverage.
- (2) Employer's Liability: \$1,000,000 per accident for bodily injury or and property damage.
- (3) Worker's Compensation insurance as required by the Commonwealth of Virginia. The City of Hopewell, Virginia must be added as an additional named insured on Contractor's policy.
- C. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) Indemnitees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees and agents.
 - (2) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall be excess of Contractor's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to the City, its officers, employees, and agents.
 - (4) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City.

- D. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work under this Agreement commences. As an alternative to the City's forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- E. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 16. Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation, which the City might require.
- 17. Termination by City for cause. The City shall have the right to terminate the services of the Contractor if the Contractor shall fail to fulfill any of its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any covenant, agreement or stipulation of this Agreement. Should the City elect to terminate this Agreement for cause, it may do so only upon giving written notice to the Contractor of such termination and specifying the effective date thereof. No period to cure shall be required but may be extended at the sole discretion of the City. Upon notice of termination for cause, the Contractor may be entitled to compensation for any work satisfactorily completed prior to the date of the notice to terminate [for cause]. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for any damages sustained or foreseeable due to the Contractor's breach of the Agreement. Nothing contained herein shall abridge or limit the City's right to setoff any payment due to the Contractor.
- 18. Termination for convenience. Each party shall have the right to terminate this Agreement at any time for any reason upon 30 calendar days' written notice to other. In the event this Agreement is terminated for the convenience of a party, the Contractor shall be paid for any services properly performed and accepted up to the date the termination becomes effective. The Contractor shall have no other claim against the City by reason of such termination, including, but not limited to, any claim for compensation.
- 19. Suspension. The City may, in writing, order Contractor to suspend all or any part of the Contractor's services under this Agreement for the convenience of the City. Subject to the provisions of this Agreement relating to termination, a suspension of the work does not terminate this Agreement. In the event that work is suspended for a period exceeding _____days, the schedule and cost for completion of the work may be adjusted but only by mutual consent of the parties.

20. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

To the City: c/o Office of the City Manager

300 N. Main Street

Hopewell, Virginia 23860

Attention: John M. Altman, Jr., City Manager

To the Contractor: Yasha Business Consulting, LLC

2020 Hunton Commons Ln. Glen Allen, Virginia 23059

Attention: Michael Terry, Manager/Chief Executive Officer

- 21. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability or sexual orientation. Contractor will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability or sexual orientation.
- 22. Assignability; Subcontracting. Contractor shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Contractor's obligations hereunder, without the prior written consent of the City, and any attempt by Contractor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no legal effect.
- 23. Compliance with Laws. Contractor shall comply with all applicable laws, including, but not limited to, local ordinances and state and federal regulations.
- Or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of this Agreement, or any default which may then exist on the part of Contractor (whether then known or unknown), and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

- 25. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Virginia.
- 26. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The parties agree that the exclusive venue for any litigation arising from this Agreement shall be the Circuit Court for the City of Hopewell, Virginia.
- 27. Exhibits; Precedence. All documents referenced as exhibits in this Agreement shall be affixed hereto at the time of execution and no time thereafter. All exhibits so affixed shall be incorporated in this Agreement as if fully set forth herein.
- 28. Severability. If any term or condition of this Agreement, or that application thereof, is deemed by a court of competent jurisdiction to be invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term or condition,
- 29. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the City and the Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements with the Contractor. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties to this Agreement and as expressly authorized by the Hopewell City Council. This contract shall become effective upon approval by majority vote of the Hopewell City Council.
- 30. Authority to sign. Each of the persons signing below hereby represents and warrants that he is duly authorized and has the legal capacity to execute the Agreement and to bind the party on whose behalf he is signing to each and every term stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Hopewell, Virginia

By John M. Althras		— ;
John M. Altman, Jr., City Manager Authorized by resolution #	adopted on Nov.	, 2020
Exerct of minute atten	had	

Yasha Business Consulting, LLC

Manager/Chief Executive Officer

Minutes Excerpt - Council Meeting Held November 10, 2020

A meeting of the Hopewell City Council was held Tuesday, November 10, 2020, at 5:30 p.m. The meeting was scheduled to be held by electronic communication only, pursuant to Va. Code § 2.2-3708(A)(3).

PRESENT:

Jasmine E. Gore, Mayor
Patience Bennett, Vice Mayor
Debbie Randolph, Councilor
Johnny Partin, Councilor
Arlene Holloway, Council
Janice B. Denton, Councilor
Brenda S. Pelham, Councilor

John M. Altman, Jr., City Manager Sandra Robinson, City Attorney Camisha M. Brown, Interim City Clerk

R-2 Yasha Business Consulting, LLC. - Mr. Altman discuss the contract up for approval by Council for Yasha Business Consulting. There has been discussion in regards to the contract in Closed Session. The City Attorney sent the contract to all of Council, the contract is fifteen months at the cost of 154,000.08 and there is an option for renewal pending the completion of the City's CAFR's. Councilor Partin moved to approve the contract with changes made in Closed Session and to have the Finance Director report directly to the City Manager. His motion was seconded by Councilor Denton. Councilor Pelham stated she is not in support of this contract due to the company not fulfilling the prior contract to complete the CAFR's which are still behind. She feels that Council should not pay that amount of money due to the prior track record. Mayor Gore states she's had this on the agenda for months for discussion. She says that there are items that Council needs to address in regards to this contract and have more due diligence. Councilor Partin called for the vote to end discussion, Councilor Pelham objected to the call for the vote. Upon the roll call, the vote resulted:

Councilor Partin		~	yes
Mayor Gore	-	no	
Councilor Denton		-	yes
Councilor Pelham	-	no	
Vice Mayor Bennett	-	yes	
Councilor Randolph	-	yes	
Councilor Holloway	-	yes	

Motion passed 4-3

Upon the roll call for the original motion made by Councilor Partin, the vote resulted:

Councilor Partin		-	yes
Mayor Gore	-	no	
Councilor Denton		-	yes
Councilor Pelham	-	no	
Vice Mayor Bennett		yes	
Councilor Randolph	-	yes	
Councilor Holloway	-	yes	

Minutes Excerpt - Council Meeting Held November 10, 2020

I, Camisha Brown, Interim City Clerk of the City of Hopewell, Virginia do hereby certify the foregoing is a true and correct excerpt of the minutes of Hopewell City Council at its meeting held November 10, 2020.

Given under my hand and the Corporate Seal of the City of Hopewell, Virginia this 18th day of November, 2020.

Camisha M. Brown Interim City Clerk