

City of Bethel Action Memorandum

Action memorandum No.	23-03		
Date action introduced:	February 28, 2023	Introduced by:	Mayor Henderson
Date action taken:	February 28, 2023	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:	K M		

**Action Title: Permit City Attorney to Perform Limited Outside Employment**

**Attachment(s):** City Attorney Negotiated Agreement

<b>Amount of fiscal impact:</b>		<b>Account information:</b>
	No Fiscal Impact	

**Summary Statement:**

Alaska is experiencing a shortage of competent attorneys. This is an issue that has been reported on extensively in the *Anchorage Daily News* in multiple articles over the past year detailing the loss of public defenders; the difficulty in retaining competent state attorneys; and a generation gap where a bubble of older attorneys is retiring and there are few experienced lawyers to replace them.

I have been asked do some legal consulting and legislative drafting/ research work on statewide ballot measures for the upcoming election cycle. This is an area of general public interest and one in which I have some expertise. My contract allows me to engage in outside employment with Council’s permission as follows:

**Section 7. Outside Employment**

*Outside employment and business pursuits are prohibited unless first authorized by the Council. Any outside employment or business pursuits must occur while Employee is on leave and/or outside the regular business hours of the City. Notwithstanding the foregoing or any authorization by Council, the Employee is required to perform the duties of the Employee when the interests of the City require, without regard to regular work hours or days or the competing needs of the Employee's outside employment or business pursuits. Any outside employment shall not interfere with Employee's duties under this Agreement, nor will it create any conflict of interest under either the BMC or the Alaska Bar Rules of Professional Conduct.*

The work proposed by this Action Memorandum will: be limited in scope and time; not impede my work for the City in any way; not include my name or imply that I am associated with the City in any way; and otherwise comply in all respects with the foregoing section of my contract.