

City of Coffman Cove

Resolution 13-10

RUBA Assistance Agreement

This Agreement is made between the City of Coffman Cove and the State of Alaska, Department of Commerce, Community, and Economic Development, Rural Utility Business Advisor (RUBA) Program.

WHEREAS, the Council currently oversees the operation of a sanitation utility, or has a capital improvement project to develop a sanitation utility; and

WHEREAS, the Council wishes to increase their management capacity to enable it to run the utility as efficiently as possible; and

WHEREAS, the RUBA program provides technical assistance and training in utility management; and

WHEREAS, the Council would like to take advantage of the assistance provided by the RUBA program.

Now Therefore Both Parties Agree As Follows:

The City of Coffman Cove Agrees:

1. To assure Council staffs are available when RUBA staff travels to the community.
2. To implement the attached work plan with specific tasks and times frames developed by Council staff and RUBA based upon the RUBA's previous written assessment of the Council's management practices. The work plan will identify:
 - What actions the Council should take in the short term (within 6 months) to remedy significant problems that are identified.
 - What actions the Council should take on non-critical problems that are identified and the time frame for addressing them.
 - What assistance and training will be provided by the RUBA. Assistance could include: preparing rate studies, organizational charts, drafting/revising utility ordinances, amending financial record keeping systems, providing computer training and amending or updating personnel policies.
 - Time frames for actions to be taken.
3. To allow RUBA staff access to all of the Council's non-confidential records and files including ordinances, policies and procedures, financial records (including monthly financial reports, tax reports, payroll journals, cash receipt journals, cash disbursement journals, and bank statements), and correspondence files.
4. To allow RUBA staff knowledge of payroll tax status, the Council agrees to:
 - Sign an Authorization for Release of Tax Information allowing RUBA staff to work with the IRS on resolving any problems.
 - Provide payroll information on request.
5. To allow RUBA staff access to Council financial management practices, the Council agrees to submit to the RUBA program:

- Copies of the current and all necessary previous year budgets and Certified Financial Statements.
- In a timely manner, copies of the current monthly financial report each month to RUBA staff.

The RUBA Program Agrees:

1. To review the Council's ordinances, policies, and management procedures to determine where improvements could be made. RUBA will provide to the Council a written assessment of the Council's management practices. The written assessment will identify practices and problem areas that need to be improved, changed, or implemented.
2. To meet with the Council staff to discuss the work plan based upon the RUBA's written assessment of the Council's management practices. The work plan will identify:
 - What actions the Council should take in the short term (6 months) to improve management capacity.
 - What actions the Council should take on non-critical problems that are identified and a time frame for addressing them
 - What assistance and training will be provided by the RUBA. Assistance could include: preparing rate studies, organizational charts, drafting/revising utility ordinances, amending financial record keeping systems, providing computer training and amending or updating personnel policies.
 - Time frames for actions to be taken.
3. To dedicate staff time and travel as identified in the work plan.
4. To provide written progress reports (reporting periods identified in the work plan) to the Mayor and the Coffman Cove City Council.

This Agreement may be terminated by either party by providing written notice of the termination and the date of the termination.

This Agreement shall become effective on October 25th, 2012, and shall remain in affect for a period of two years, unless terminated by either party.

Signatures:

Mayor

Date

Elizabeth K. Manfred
RUBA Program Manager

Date