

RESOLUTION NO. 8889-R10

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT
FOR FINANCIAL RECORDKEEPING AND REPORTING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS, as follows:

Section 1. That An Intergovernmental Agreement For
Financial Recordkeeping and Reporting by and between the City of
Urbana, Illinois and the Intergovernmental Solid Waste Disposal
Association, in the form of the copy of said Agreement attached
hereto and hereby incorporated by reference, be and the same is
hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana,
Illinois, be and the same is hereby authorized to execute and
deliver and the City Clerk of the City of Urbana, Illinois, be
and the same is hereby authorized to attest to said execution of
said Agreement as so authorized and approved for and on behalf of
the City of Urbana, Illinois.

1988. PASSED by the City Council this 21st day of November,


Ruth S. Brookens
Ruth S. Brookens, City Clerk

1988. APPROVED by the Mayor this 28th day of November,

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

AN INTERGOVERNMENTAL AGREEMENT
FOR FINANCIAL RECORDKEEPING AND REPORTING

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this _____ day of _____, 1988, by and between the City of Urbana, Champaign County, Illinois, a municipal corporation of the State of Illinois ("City") and the Intergovernmental Solid Waste Disposal Association, an Intergovernmental Contractual Association of the City of Champaign, Illinois, the City of Urbana, Illinois, and the County of Champaign, Illinois (the "ISWDA");

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, provides authority for local governments to contract or otherwise associate among themselves to obtain and sell services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, The Intergovernmental Cooperation Act (Illinois Revised Statutes, Ch. 127, §§ 741 to 749) also provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, in accordance with the Agreement establishing and creating ISWDA, ISWDA is authorized and empowered to make and execute such contracts and agreements as are necessary and convenient, including such contracts and agreements with the City; and

WHEREAS, the ISWDA desires to improve its operations involving financial recordkeeping and reporting and the City is capable of providing such service.

NOW, THEREFORE, in consideration of the premises, covenants and mutual promises and undertakings contained or referred to herein, the City and the ISWDA do mutually covenant and agree as follows:

Section 1. Services by City. For and during the term of this Agreement, the City, subject to the terms and conditions as herein provided, shall provide such financial recordkeeping and reporting services as are herein more specifically described for and on behalf of the ISWDA. These financial recordkeeping and reporting services to be provided by the City shall consist of the preparation of the following on a monthly basis:

A. A General Ledger Report reflecting the revenues and expenditures of the ISWDA.

B. A Budget and Forecast Report which compares actual revenues and expenditures to projected estimates.

C. Payroll Records sufficient for an accounting and auditing trail including accounts for all standard deductions and for vacation and sick leave, if the latter are desired by the ISWDA, as well as the requisite information for Illinois Municipal Retirement Fund and Illinois Department of Revenue reporting. At the option of the ISWDA and provided the ISWDA provides to the City all necessary preprinted check forms, the City will prepare the payroll checks of the ISWDA.

Section 2. ISWDA Obligations. The ISWDA shall provide any and all such requisite data and information as may be necessary for the City to prepare the recordkeeping and reporting services described in Section 1 of this Agreement. Such data and information shall be submitted by the ISWDA to the City at such time and in such manner and form as the City may from time-to-time require. The ISWDA further covenants and agrees that it shall be solely responsible for, and hold the City wholly harmless from any responsibility in connection with the maintenance of all of the financial accounts and records of the ISWDA as may be required by all applicable laws, ordinances, regulations and rulings, it being the intent of the parties hereto that the recordkeeping and reporting services to be provided by the City under this Agreement shall in no way abrogate or diminish such duties, obligations and responsibilities as may be imposed by law upon the ISWDA or any of its officers, employees or agents.

Section 3. Payments. The ISWDA agrees to pay the City Two Hundred Dollars (\$200.00) per month for the financial recordkeeping and reporting services described in Section 1 of this Agreement.

Section 4. Term. This Agreement shall be effective as of the first day of _____, 19____, and shall be, remain and continue in full force and effect from and after such date until terminated by either the City or the ISWDA in accordance with the provisions of Section 6 of this Agreement.

Section 5. Amendments. This Agreement may be amended in writing at any time by the mutual agreement of both the City and the ISWDA. Any such amendment shall make reference to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed, modified or added. Any such amendment shall be authorized by the passage

of appropriate authorization by the respective governing bodies of the City and the ISWDA, and shall become effective when duly so authorized by both the City and the ISWDA.

Section 6. Termination. This Agreement may be terminated by either the City or the ISWDA upon written notice to the other party not less than sixty (60) days prior to the desired termination or it may be terminated at any time upon the mutual agreement of both the City and the ISWDA.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement the day and year as first above written.

CITY OF URBANA, ILLINOIS

By: _____
Jeffrey T. Markland, Mayor

ATTEST:

Ruth S. Brookens, City Clerk

INTERGOVERNMENTAL SOLID WASTE
DISPOSAL ASSOCIATION

By: _____

ATTEST:
