

MEMORANDUM OF UNDERSTANDING GOVERNMENTAL SERVICES PROVIDED BY
THE CITY OF CHAMPAIGN TO THE CITY OF CHAMPAIGN TOWNSHIP

The City of Champaign, Illinois, a municipal corporation ("City"), and the Town of the City of Champaign, Illinois, a unit of local government of the State of Illinois ("Town" or "Township"), hereby enter into this Memorandum of Understanding dated _____, 2024.

WHEREAS, in August 2013, the Board of Trustees of the Township voted to approve payment by the Township to the City for the services rendered by the City to the Township; and

WHEREAS, in July 2021, the City and Township entered into a Memorandum of Understanding for the services rendered by the City to the Township; and

WHEREAS, the Township is a coterminous township with the City; and

WHEREAS, the City Council performs the functions of the Township Board of Trustees; and

WHEREAS, the City has historically provided governmental services to the Township, including legal, financial, human resources (H.R.) and information technologies (I.T.) services; and

WHEREAS, it remains within the capacity of the City to provide said governmental services to the Township; and

WHEREAS, the City and Township desire to enter into a new Memorandum of Understanding to alter the calculation and timing of payments for services provided to the Township by the City; and

WHEREAS, the City and the Township desire to reduce their mutual understanding to writing as follows:

Section 1. Financial Services. The scope of financial services provided by the City, as well as the Township's obligations, are enumerated in Attachment A to this Memorandum of Understanding. The scope of said services may be amended from time to time at the mutual agreement of the parties.

Section 2. Legal, H.R., I.T. Services, and the City Manager's Office ("CMO"). The scope of Legal, H.R., I.T., and CMO services provided by the City to the Township are set forth in Attachment B. The nature and scope of said services may be amended from time to time at the mutual agreement of the parties.

Section 3. Payment for Services. Section 3. Payment for Services. The Township shall render payment to the City in quarterly installments. The annual amount of the payment for services shall be calculated at the beginning of each new fiscal year based on the City's Township Quarterly Reports for the prior fiscal year, plus a 15% multiplier for overhead and software costs.. This provision shall be effective starting July 1, 2024 and supersede any previous

agreement or understanding between the parties regarding payment by the Township to the City for any governmental service.

Section 4. Hold Harmless. The Township will be solely responsible for and will hold the City wholly harmless from, any responsibility in connection with the performance of any and all duties, obligations and responsibilities required by applicable laws, ordinances, regulations, and rulings, it being the intent of the parties hereto that the 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 the law upon the Township or any of its officers, employees or agents.

Section 5. Requests to Amend Agreement. On a biennial basis, either the Township or the City may request a meeting between the parties to discuss amendments to this Agreement, including appropriate upward or downward adjustments in amounts due based upon changes in service levels. Unless July 1 2 otherwise agreed, the Township Supervisor and the City Manager (or designee) shall meet within sixty (60) days of any such request to discuss possible amendments to the Agreement.

Section 6. Term of Agreement. The Memorandum of Understanding (“MOU”) dated July 6th, 2021 is hereby terminated and this MOU shall be effective starting July 1, 2024 and continue until terminated or amended by the City or the Township in writing. The MOU may be terminated 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 Township. Notice of the termination the MOU by the Township should be mailed to:

City Manager
City of Champaign
102 N. Neil Street
Champaign, IL 61820

Notice of termination by the City of Champaign Township should be mailed to:

Township Supervisor
Town of the City of Champaign
53 E. Logan Street
Champaign, IL 61820

Section 6. Amendment. This MOU may be amended in writing at any such time by the mutual agreement of the City and the Township. Any such amendment shall make reference to this MOU and to subsequent amendments, if any, on the same subject and shall specify the language to be changed, modified or added, unless the amendment is consistent with adopted Council Policy. Any such amendment shall become effective only when duly authorized by both the City and the Township. The parties have caused this MOU to be executed the day and year written below.

The parties have caused this MOU to be executed the day and year written below.

CITY OF CHAMPAIGN

CITY OF CHAMPAIGN TOWNSHIP

By: _____
City Manager

By: _____
Township Supervisor

Date Executed: _____

Date Executed: _____

Approved as to Form:

Approved as to Form:

Asst. City Attorney

Township Attorney

**SCOPE OF FINANCIAL SERVICES
CITY OF CHAMPAIGN TOWNSHIP – CITY OF CHAMPAIGN**

A. Provision of Financial Services by the City to the Township:

1. General Accounting. Finance Staff will maintain a general ledger accounting system, utilizing the City's then current automated financial system, including appropriate accounts and subaccounts, set up and designated specifically for the Town and to record and report Township financial transactions. The Town Supervisor and the Town Financial Staff will be provided total access to the Township's designated system within the City's Financial System as the Supervisor and City Finance Director agree.

2. Routine and Annual Financing Reporting. The City Finance Staff will prepare routine financial and payroll reports from its financial management system. The City will assist the Town Supervisor and the Town Finance Staff in preparing and issuing an annual financial report that adheres to General Accepted Accounting Principles and in preparing and filing the Supervisor's Annual Report, the Annual Treasurers Report and other reports as required by state or federal law.

3. Annual Audit Coordination. Currently, the Town agrees to use the services of the auditor retained by the City to conduct the annual audit of the City's finances. The City Finance Staff will coordinate the annual independent audit of Town finances. The City agrees to consider any comments that the Town might provide regarding selection of the auditor. The Township shall pay the proportionate costs of the audit.

4. Revenue Collection and Cash Management. Township Financial staff will deposit and direct all Town revenues into the Township's bank accounts. Town Financial staff will provide copies of revenue documentation to City Finance staff with direction on the account(s) to which each deposit should be credited. City Finance Staff will provide technical review of deposits made by Town Financial staff and enter the deposit data into the designated Township accounts within the City's financial management system. City Finance Staff will create cash receipt reports for use by Town Financial Staff, the details

of which will be determined jointly by the Town Supervisor and the City Finance Director.

5. Payroll Services. The Town and the City acknowledge that determination of employee wages, hours worked, leave and benefits earned by employees remain the sole discretion of the Town Supervisor (or Assessor as appropriate). Town Financial Staff will review and approve payroll data entered into the financial management system by Town Financial Staff, and will be solely responsible for the accuracy of said information. City Finance Staff will process Township payroll using the City's financial management software after entry of payroll information by the Town Financial Staff. The City will prepare and file all reports required by state and federal law and shall prepare and file other reports as mutually agreed upon by both parties.

6. Vendor and Beneficiary Payment Services. The Town and the City acknowledge that the decision to pay vendors and beneficiaries and the amounts to be paid remain the sole discretion of the Town Supervisor (or Assessor as appropriate). The City further acknowledges that the Beneficiary payments to Township Recipients are bound by confidentiality as indicated in Illinois State Statute (The Illinois Department of Public Aid, the county departments and local governmental units and their respective officers and employees are prohibited from disclosing the contents of any records, files, papers and communications, except for purposes directly connected with the administration of public aid. 305 ILCS 5/11-9, 305 ILCS 5/11-10, the Illinois Administrative code Chapter 89 Section 10.230). Town Financial Staff will enter all items to be paid into the City's financial management system and print associated reports. Town Staff will review and approve payment data entered into the financial management system by Town Financial Staff and will be solely responsible for the accuracy of said information. City Finance Staff will provide technical review of Town payables and print Town checks. Town personnel will pick up checks from the City's Finance Department and will distribute said check to payees. City Finance Staff will create payment reports for use by Town personnel, the details of which will be determined jointly by the Town Supervisor and City's Finance Director.

7. Financial Planning Assistance. City Finance Staff will provide assistance to the Town Supervisor and Town Financial Staff as needed concerning preparation of the annual Town budget, long-term financial projections, and other planning issues. This may include (but is not limited to) providing data on significant factors that affect Town revenues and expenditures such as projected health insurance costs, inflation, and anticipated property tax revenues. City Finance Staff may provide technical assistance and review of financial planning and budget documents prepared by the Town.

8. Property Tax Levy. The City and Town acknowledge that the amount of the annual property tax levy recommended to the Town Board remains the sole discretion of the Town Supervisor. City Finance Staff will assist with the preparation of property tax levy documents on behalf of the Town, and in filing tax documentation with the County Clerk, upon request of the Town.

9. Bank Account Reconciliation. City Financial Staff will reconcile monthly Town bank accounts against data in the designated Township accounts within the City's financial management system. Town Staff will assist said bank reconciliations as requested by City Finance Staff. The Town Supervisor or his/her designee will review and approve said bank reconciliations.

City of Champaign Staff Services provided to Township

CITY MANAGER'S OFFICE	
<i>Audio Visual</i>	
AV coverage (Township Meetings, etc.)	monthly
AV video support	as needed

FINANCE	
<i>Accounting</i>	
deposit entry	bi-weekly
journal entry for IMRF	monthly
bank reconciliation, misc. journal entries	monthly
invoicing for health insurance	monthly
review journal entries/training	monthly
audit work	annually
debt service	as needed
<i>Payroll</i>	
misc. email correspondence	weekly
troubleshoot Township payroll issues	weekly
process Township payroll	bi-weekly
quarterly tax processing	quarterly
year-end tax processing	annually
adjustments, payroll issues (change in leave accrual process/reporting)	as needed
<i>Budget</i>	
prepare Township annual budget (assistance)	annually
assist with budget reporting /misc. budget review/budget amendment	as needed
assist with tax levy preparation	annually
attend monthly Township meetings	as needed
misc. email correspondence, etc.	as needed
<i>Accounts Payable</i>	
W-9 maintenance	bi-weekly
troubleshoot Township AP issues	bi-weekly
provide vendor maintenance	bi-weekly
process vendor checks	bi-weekly
process General Assistance Client checks	monthly
prepare monthly check summary report	monthly
W-9 preparation	annually
misc email correspondence	weekly
adjustments, AP issues, misc.	as needed

<i>City Clerk</i>	
prepare and post annual calendar	annually
update and file Economic Interest	annually
prepare and conduct annual Township Mtg.	annually
post meeting notices	monthly
prepare meeting minutes and attend Township Meeting	quarterly
prepare and file public questions	varies
respond to Freedom of Information Act inquiries	varies
prepare and distribute election materials, related tasks	varies
prepare and publish items in News Gazette	varies
maintain record (copies)	varies
issues, misc.	as needed

HUMAN RESOURCES	
<i>HR Specialist</i>	
update pay rates and address leave or hours issues	varies
update positions: hiring and terminations	varies
update health, dental or life coverages	varies
assist Township employees with insurance/open enrollment	varies
assist Finance payroll/accounting staff as needed, misc.	varies

INFORMATION TECHNOLOGIES	
<i>Phone Support</i>	
phone system support	as needed
<i>Computer Support</i>	
network support (incl. UC2B fiber prep work)	as needed
CORE/Visual GA integration for City Accts Payable	as needed
updating web software/website maintenance	as needed
troubleshoot software issues, misc.	as needed
maintain software network capabilities	as needed
hardware support	as needed

LEGAL	
provide legal advice to Supervisor and Assessor	monthly
attend Town Board meetings	monthly
review Township agenda & other documents as needed	monthly
review Township legal documents	as needed
interact with citizens regarding Township matters	as needed
attend internal meetings with City staff about Township matters	as needed
handle specific cases/complaints/issues, mtgs., misc.	as needed

PUBLIC WORKS DEPARTMENT	
<i>Building Services</i>	
provide courier services	weekly
misc. requests/projects	as needed