

April 10, 2025

## INTERGOVERNMENTAL AGREEMENT

This Agreement ("Agreement") is entered into by and between the Board of Education of Pleasantdale School District No. 107, ("School District"), whose address is 7450 Wolf Rd, Burr Ridge, IL 60527 and the Board of Trustees of the Proviso Township Treasurer's Office ("PTTO"), whose address is 10114 Gladstone Street, Westchester, IL, 60154.

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes intergovernmental cooperation such as is contemplated by this Agreement; and

WHEREAS, the Intergovernmental Agreement Act (5 ILCS 220/1, et seq.) encourages governmental entities to cooperate and provides that public agencies may share powers through intergovernmental agreements; and

WHEREAS, the School District and PTTO are government entities authorized to enter into intergovernmental agreements; and

WHEREAS, pursuant to 105 ILCS 5/5-1 et seq., the School District wishes to appoint a treasurer from a third party entity upon its withdrawal from the jurisdiction of the Lyons township treasurer's office; and

WHEREAS, Paul Bellisario ("Bellisario") currently serves as treasurer of PTTO pursuant to appointment by PTTO; and

WHEREAS, PTTO has offered certain financial consulting, financial services, and other treasury services to the School District in the person of Bellisario or, if PTTO replaced Bellisario or Bellisario is unable to provide treasury services pursuant to this Agreement for any reason, with the replacement treasurer provided by PTTO;

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties herein, it is agreed as follows:

1. The foregoing recitals are incorporated herein by reference as if fully set forth in this paragraph.

2. The services to be provided by PTTO shall be as requested by the School District and include, but are not limited to:

(a) PTTO-provided access by appropriate School District officials to Infinite

Visions or Skyward financial software through the offices of PTTO, to the extent permitted by Infinite Visions and/or Skyward; and

(b) consultation for the performance of certain business office functions such as receipt, disbursement, retention, and investment of School District funds in such manner as provided by law; and operational support as requested by the School District and as now made available to other school districts utilizing the services of PTTO; and

(c) the provision of, but not limited to, the following financial services:

- Bank reconciliation
- Banking Solutions
- Posting of revenues and allocations based on levy and collections
- Managing all cash balances by fund
- Managing all Journal Entries
- Monthly reporting and balancing financial statements
- Accounts payable assistance
- Processing stop payments, voids, and reissued checks
- Preparing 1099's and 1095's
- Payroll assistance
- Printing of payroll checks
- Processing all deductions
- Preparing and transmitting direct deposit files
- Preparing and transmitting all tax payments
- Preparing W2's, 941's, IL941's, and UC-3 forms
- Treasurer Investing Services
- Quarterly interest distribution quarterly in arrears
- Yearend Audit Adjustments
- Audit Support and Reports
- AFR and ASA submittals to ROE and State Board of Education
- Filing Property Tax Exemptions
- Holder of Property Deeds
- Bond Wire payments biannually and accessing surety bonds for new issues
- Accounting software administration and support

3. All services of PTTO shall be provided through the person of Bellisario or another PTTO treasurer as identified in Paragraph #5.

***April 10, 2025***

4. Bellisario shall make use of the facilities and staff of PTTO for the benefit of the School District to the same extent and in the same manner as those facilities and staff are made use of for other school districts serviced by the PTTO.

5. If at any time during the term of this Agreement, Bellisario no longer serves as the Proviso Treasurer, PTTO shall continue to provide the School District with the services provided for herein until such time as the School District secures similar services from some other source or either party terminates this Agreement. The School District shall have the option of extending this Agreement in the event the PTTO appoints a new School Treasurer with the ability to perform the services provided herein.

6. Bellisario shall be responsible for obtaining all necessary and appropriate personal sureties, training, certification, and insurance for the performance of his duties and obligations.

7. The School District shall pay PTTO for the services provided herein, based on the actual expenses that occurred during the fiscal year, payable quarterly in arrears, based on the State of Illinois Revenue formula that all PTTO members are obligated to.

8. The term of this Agreement shall be for one year and shall automatically renew for successive one-year periods unless either party provides written notice of termination not less than 90 days before any expiration date. The School District may terminate this Agreement for any reason upon 30 days' prior written notice to PTTO.

9. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the United States mail, registered or certified, postage prepaid, and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

10. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without the prior written consent of the other party. This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by the duly authorized representative of each party.

11. This Agreement shall be governed by and construed in accordance with laws of the State of Illinois and applicable federal law.

12. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on the parties hereto even though all the parties are not signatories to the original or the same counterpart. Facsimile or electronic

**April 10, 2025**

transmission of any signed original document, and the retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of the original signed document. At the request of any party, a party shall confirm documents with a facsimile or electronically transmitted signature by signing an original document.

13. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party, nor shall it prevent either party from enforcing such provisions.

14. PTTO and the School District shall each be responsible for its own acts or omissions and each shall defend, indemnify, and hold harmless the other, and its board members, officers, employees, and agents from and against any and all claims, losses, damages, lawsuits, judgments, settlements and expenses, including reasonable attorney fees, caused by its own negligence or willful misconduct.

15. Each party represents and warrants that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party. Following initial approval of this Agreement by PTTO Board of Trustees and the School District Board of Education, and except for amendment of this Agreement, the PTTO treasurer and the Superintendent, or their designees, shall have authority to execute and do all actions contemplated to be done by PTTO and School District respectively under this Agreement.

16. This Agreement shall be deemed dated and effective on the date the last of the duly authorized representatives of PTTO and School District sign as set forth below.

IN WITNESS WHEREOF, authorized representatives of School District and PTTO have executed this Agreement as of the day and year set forth below.

Board of Education  
\_\_\_\_\_  
School District  
No. \_\_\_\_\_  
By: \_\_\_\_\_  
President Date  
Attest: \_\_\_\_\_  
Secretary Date

Board of Trustees  
Proviso Township Treasurer's Office  
By: \_\_\_\_\_ 4/16/25  
President Date  
Attest: \_\_\_\_\_ 4/16/25  
Secretary Date