

**ARTICLES OF AGREEMENT
NORTHWEST SPECIAL RECREATION ASSOCIATION,
AS AMENDED**

ARTICLES OF AGREEMENT between certain duly organized and operating park districts under the provisions of an Act of the General Assembly of the State of Illinois known as the "Park District Code" approved July 8, 1947 as amended by Act approved May 17, 1952 and all laws amendatory thereof and supplementary thereto:

WITNESSETH:

WHEREAS:

A. The park districts party to this agreement (Member Districts) desire to provide recreational programs for individuals experiencing a disabling condition, within their districts and to share the expenses of such programs on a cooperative basis; and

B. Member Districts are authorized to enter into this agreement by Section 8-10.2 of The Park District Code and by the Inter-Governmental Cooperation Act of the State of Illinois.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. For the purpose of this agreement, Member Districts shall be known collectively as NORTHWEST SPECIAL RECREATION ASSOCIATION (NWSRA).

2. The purpose of the NWSRA shall be to provide special recreation programs for individuals experiencing a disabling condition desiring special programs, whether the need is of a temporary or more permanent nature.

For all purposes of this Agreement the term "programs" of the NWSRA and its individual members shall specifically include any and all requirements and provision of compliance with the Americans with Disabilities Act, 42, U.S.C., Sec. 12101, from time to time, amended, or as may be otherwise interpreted by orders of court.

3. Member Districts in this program are:

ARLINGTON HEIGHTS PARK DISTRICT	PALATINE PARK DISTRICT
BARTLETT PARK DISTRICT	PROSPECT HEIGHTS PARK DISTRICT
BUFFALO GROVE PARK DISTRICT	RIVER TRAILS PARK DISTRICT
ELK GROVE PARK DISTRICT	ROLLING MEADOWS PARK DISTRICT
HANOVER PARK PARK DISTRICT	SALT CREEK RURAL PARK DISTRICT
HOFFMAN ESTATES PARK DISTRICT	SCHAUMBURG PARK DISTRICT
INVERNESS PARK DISTRICT	SOUTH BARRINGTON PARK DISTRICT
MOUNT PROSPECT PARK DISTRICT	STREAMWOOD PARK DISTRICT
	WHEELING PARK DISTRICT

Other park districts may be admitted to membership upon such terms and conditions as determined by the Board of Trustees of NWSRA (hereinafter referred to as "Board of Trustees").

4. NWSRA shall have a Board of Trustees, Officers, and a Director, all as provided in the Amended By-Laws of NWSRA attached hereto, made a part hereof and hereby approved by Member Districts.

5. Any approval or consent required of a Member District under this agreement shall be by the affirmative vote of a majority of the Board of Commissioners of the Member District, except where herein otherwise specified.

6. Member Districts shall make available to NWSRA, on an agreed basis, its recreation areas, and equipment and transportation facilities, in recognition that NWSRA's programs are an integral part of each of the Member Districts' programs. Such agreed basis may include the assessment by the Member

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District of reasonable extraordinary costs incurred as a direct result of NWSRA's use of said recreation areas, equipment and transportation facilities of a Member District.

7. The Board of Trustees may establish from time to time fees for individuals who are participating in NWSRA programs.

8. The Board of Trustees may obtain funds from other organizations, in accordance with the provisions of "The Park District Code," as amended, to assist in the best possible service to individuals with special needs within the NWSRA area at the lowest possible cost to participants.

9. NWSRA shall provide a minimum of \$1 million liability insurance and non-ownership automobile insurance for bodily injury and property damage. NWSRA shall cause the Treasurer of NWSRA and all personnel who handle money to be bonded in an amount as determined by the Board of Trustees.

10. Administrative District. One Member District may, with its consent, be designated by the Board of Trustees as the Administrative District with the hereinafter-stated responsibilities. In the absence of a designated Administrative District to act hereunder, NWSRA shall become the employer of all of its employees. In the absence of an Administrative District, the Board of Trustees shall appoint the Treasurer. In the event the Board of Trustees shall appoint a Member District to serve as the Administrative District hereunder, subpars. A and B shall become operative.

A. All employees directly responsible for NWSRA programs shall be on the payroll of the Administrative District. Full-time employees shall be entitled to the same group health and retirement benefit programs as employees of the

Administrative District, provided that the Board of Trustees shall establish the salary rates and schedules for all employees directly responsible for NWSRA programs.

B. The Administrative District shall appoint, with the Board of Trustees' approval, a Treasurer, and the Treasurer is hereby authorized to expend NWSRA funds within the limits of NWSRA budget, but subject to the provisions of the Amended By-Laws.

The Administrative District shall be reimbursed by NWSRA, on a monthly basis for all Administrative District costs relating to NWSRA activities, including, but not limited to, payroll, payroll processing, group health insurance, expendable supplies and reasonable sums for storage and handling of additional employee records.

The appointment of an Administrative District shall require a 2/3rd vote of the Board of Trustees present and voting. The term of appointment of such Administrative District shall be for a maximum of 5 years, unless, in the discretion of the Board of Trustees it is not possible to secure an acceptable Administrative District for that term. A written agreement, evidencing the terms of the appointment of the Administrative District shall be entered into by NWSRA and the Administrative District.

11. Annual Assessments for Each Member District.

A. Each Member District shall pay to NWSRA in each NWSRA fiscal year a share ("Member District annual assessment") of the total annual contribution needed from all Member Districts to meet necessary expenses and liability of NWSRA for such fiscal year ("total annual assessment").

B. The Board of Trustees shall every three years beginning in February take action to designate the level of total annual assessments for the next ensuing three NWSRA fiscal years, by specifying a tax rate

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not to exceed the rate authorized by Section 5-8 of the Park District Code (70 ILCS 1205/5-8) as now or hereafter amended, which specified rate shall, in and for each year of that three-year period, be applied to the then most recent ascertainable equalized assessed valuation ("assessed valuation") of all taxable property of all Member Districts ("total assessed valuation").

C. To enable the Board of Trustees to prepare its annual report to all Member Districts described in Paragraph 11.D. below of the amount of individual Member District annual assessments, each Member District shall in January provide the NWSRA Board of Trustees with:

1. A copy of its previous year's tax levy under Section 5-8 of the Park District Code,
2. Its most recent ascertainable total equalized assessed valuation, and
3. A written estimate of its current gross population.

D. Not later than September 1 of each year, the Board of Trustees shall determine, adopt and report the following information and findings to all Member Districts:

1. The total annual assessment for NWSRA's next fiscal year, based upon the then-applicable tax rate as determined in accord with Paragraph 11.B. above,
2. The most recent ascertainable total equalized assessed valuation of all taxable property of all Member Districts,
3. The percentage of each Member District's assessed valuation of the total assessed valuation ("valuation percentage"),
4. The estimated gross population of all Member Districts, computed by totaling the most recent estimates of gross population submitted by individual Member Districts in accord with Subparagraph 11.C.3. above,
5. The percentage of each Member District's estimated population of the estimated total population of all Member Districts ("population percentage"),

6. The recommended amount of each Member District's annual assessment for NWSRA's next fiscal year, which shall be the sum of the two amounts which result from applying:

a. That Member District's valuation percentage to the amount which equals 75% of the total annual assessment, and

b. That Member District's population percentage to the amount which equals 25% of the total annual assessment.

E. Each Member District shall thereafter review and take action upon the report and recommendations of the NWSRA Board of Trustees as to Member District annual assessments, and shall provide written notice to the NWSRA Board Secretary of such action no later than October 1 of each year. Failure to provide such notice in a timely manner shall be considered to signify agreement with the NWSRA Board of Trustees' recommendations.

F. The amounts of Member District annual assessments shall not be effective until approved by majority vote of the governing boards of 2/3 of the Member Districts.

G. Each Member District shall make payment of 50% of its annual assessment, on one of the following billing cycles as agreed to by the Member District:

Cycle 1 – January 1 / July 1

Cycle 2 – March 1 / September 1

Cycle 3 – May 1 / November 1.

12. Acquisition of Real Property; Related Annual Assessments.

A. NWSRA may enter into agreements for the acquisition or sale of real property or an interest therein, including a beneficial interest in a land trust, by gift, legacy, grant or purchase, including provision for the financing of such acquisition. Such agreements shall require approval by 2/3 vote of entire NWSRA Board of Trustees, and ratification by 2/3 vote of the Member District Boards.

6. The recommended amount of each Member District's annual assessment for NWSRA's next fiscal year, which shall be the sum of the two amounts which result from applying:

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B. Each Member District shall remain obligated to pay its annual proportionate share of NWSRA's cost of or indebtedness associated with financing the acquisition of realty property or an interest therein (hereinafter "annual real property acquisition assessment") until such cost or indebtedness has been fully paid and retired.

C. The amount of each Member's District's annual real property acquisition assessment shall equal the same percentage of NWSRA's total annual cost or indebtedness associated with financing such acquisition, as that Member District's annual assessment under Article 11 above represents of the total of all Member District annual assessments to NWSRA in the year in which the financing was obtained.

D. NWSRA, or a Member District as appropriate, shall apply for a real property tax exemption for any real property or interest therein acquired under this article.

E. In the event that real property in which NWSRA has an ownership interest is sold, the net sale proceeds attributable to NWSRA's ownership interest may be used for any of the following purposes or combination thereof, as such use is determined by a majority vote of the entire NWSRA Board of Trustees: to acquire other real property or an interest therein, to fund current operating expenses, or to be distributed pro rata among then-current Member Districts according to the total annual real property acquisition assessments paid by them in respect of such property.

13. Voluntary or Involuntary Withdrawal of Member District

A. Voluntary Withdrawal: Notwithstanding anything to the contrary, any Member District may voluntarily withdraw from this Joint Agreement by so notifying the Board of Trustees of its decision in writing by no later than November 1st of any calendar year and in such event said voluntary withdrawal shall be effective as of December 31st of the next ensuing calendar year. Any and all liability and privileges of the withdrawing Member District shall cease as of said December 31st date except for liabilities incurred by NWSRA prior to said date.

B. Involuntary Withdrawal: If any Member District refuses to provide use of its facilities for NWSRA programs, subject to the needs and reasonable demands of the Member District, or should any Member District fail to make any payments of its adjusted annual assessment as agreed upon herein, or shall be in default of any other provision of this agreement, any such Member District may be involuntarily declared withdrawn from membership in NWSRA and as a party to this agreement as follows:

The Board of Trustees shall give at least ten days' written notice to the allegedly defaulting Member District, which notice shall specify the ground or grounds for such declaration of withdrawal and shall set a date certain and a time and a place for a hearing before the Board of Trustees as to the proposed declaration of involuntary withdrawal. The defaulting Member District shall be permitted to appear at said hearing and to submit testimony and evidence as to why it should not be involuntarily withdrawn from membership in NWSRA as a party to this agreement. After conclusion of said hearing and upon resolution

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duly passed by the affirmative vote of at least 2/3rds of the members of the Board of Trustees, a defaulting Member District may be declared to have been involuntarily withdrawn from membership in NWSRA as a party to this agreement. The reasons for such declaration of withdrawal shall be set forth in the Declaration passed by the Board of Trustees. Such involuntary withdrawal shall not become effective, however, until December 31st of the next ensuing calendar year unless a different effective date shall be mutually agreed to by NWSRA and the Member District declared to have been withdrawn as aforesaid. In all events, such withdrawing Member District shall continue to be responsible for any and all liabilities incurred under this agreement until said effective date shall have arrived, at which time such withdrawing Member District shall be liable only for liabilities incurred by NWSRA prior to said effective date.

C. Upon a withdrawal of a Member District as a Member District under this agreement, whether voluntarily or involuntarily, such withdrawing Member District shall have no further claim or right of interest whatsoever to any of the assets or properties of NWSRA.

14. The year of NWSRA shall begin January 1st and end December 31st.

15. Dissolution.

In the event that the term of these Articles of Agreement shall hereafter expire because there should be withdrawals of Member Districts hereunder so that at least two Member Districts no longer remain to operate under the terms of this agreement, or in the event the Board of Trustees hereunder shall unanimously vote to dissolve the Association, then this agreement shall be

deemed terminated and the assets of the Association shall be distributed among the Member Districts which are Members hereunder immediately prior to such termination occurring, such distribution to be in accordance with an equitable formula as determined by the unanimous vote of all members of the Board of Trustees as constituted immediately prior to such termination occurring. In no event, however, shall any such distribution of assets be made until all of the debts and liabilities of the Association shall be first paid, satisfied or discharged or adequate provision acceptable to all creditors otherwise be made therefore.

16. Amendments.

The term of these Articles of Agreement may be altered, amended or repealed, or new Articles of Agreement may be adopted, by a vote of 2/3rds of the Member Districts.

17. This agreement shall become effective May 1, 1977, as amended and shall continue until dissolution occurs under the provisions of Par. 14 hereof.

IN WITNESS WHEREOF, each Member District has caused this agreement to be executed by its President and attested to by its Secretary pursuant to resolution of the Board of Park Commissioners of the Member District.

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