

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, 1951 and all laws amendatory thereof and supplementary thereto.

W I T N E S S E T H :

WHEREAS:

A. The park districts party to this agreement (Member Districts) desire to provide recreational programs for the handicapped, 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 NWSRA shall be to provide special recreation programs for the physically handicapped and mentally handicapped in need of special programs, whether the need is of a temporary or more permanent nature.

3. Member Districts in this program are:

ARLINGTON HEIGHTS PARK DISTRICT
BUFFALO GROVE PARK DISTRICT
ELK GROVE PARK DISTRICT
HANOVER PARK PARK DISTRICT
HOFFMAN ESTATES PARK DISTRICT
MOUNT PROSPECT PARK DISTRICT
PALATINE PARK DISTRICT

PROSPECT HEIGHTS PARK DISTRICT
RIVER TRAILS PARK DISTRICT
ROLLING MEADOWS PARK DISTRICT
SALT CREEK RURAL PARK DISTRICT
SCHAUMBURG 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, 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 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 the handicapped who are participating in the NWSRA's 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 the special populations 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 reimbured 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 2/3rds 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. The Board of Trustees, not later than 13 months prior to the commencement of each fiscal year, shall deliver to all Member Districts the following written findings:

(a) the total net amount ("total annual assessments") deemed necessary to be contributed by all Member Districts in order to defray all necessary expenses and liabilities of NWSRA for such fiscal year;

(b) the most recently ascertainable equalized assessed value ("assessed valuation") of all taxable property of all Member Districts;

(c) the percentage of each Member District's said assessed valuation of the total of said assessed valuation of all Member Districts ("valuation percentage");

(d) the estimated gross population of all Member Districts, computed by totalling the most recent estimates of gross

population submitted by individual Member Districts in accord with subpar. B of this paragraph;

(e) the percentage of each Member District's said estimated population of the said estimated aggregate population of all Member Districts ("population percentage");

(f) the net amount deemed necessary to be contributed by each Member District ("annual assessment") for such fiscal year, which shall be the sum of the two amounts which result from applying

(1) that Member District's valuation percentage to the amount which equals 75% of total annual assessments; and

(2) that Member District's population percentage to the amount which equals 25% of total annual assessments.

(g) In determining a Member District's annual assessment for a given fiscal year, it is agreed that no Member District shall be obligated to pay an annual assessment which exceeds an amount equal to .02% of the equalized assessed valuation of all taxable property in such Member District for the calendar year immediately preceding such fiscal year.

(h) The annual rate of growth of NWSRA expenditures shall not exceed the average rate of real growth in assessed valuation of all Member Districts, as determined from the two most recently ascertainable equalized assessed valuations of taxable property of each Member District. If said average rate of real growth in assessed valuation of Member Districts exceeds 6%, the annual rate of growth of NWSRA expenditures shall be limited to 6% plus one half of the percentage points over 6% of Member Districts' average rate of real growth.

B. Each Member District shall annually provide the Board of Trustees with a certified copy of their tax levy pertaining to the cooperative program for the handicapped within 30 days following adoption of said tax levy. At such time, each Member District shall also provide the Board of Trustees with a written estimate of its current gross population, to be used in determining the subsequent annual assessment of such Member District as provided above in subpar. A.

C. Notwithstanding the foregoing, the amount of the annual assessment to be contributed to NWSRA by each Member District

shall not be effective until approved by 2/3rds vote of the Member Districts.

D. Each Member District shall make payment of 1/2 of its annual assessment within 30 days after the receipt of the proceeds of the first installment of general taxes levied for the preceding calendar year, or on June 1 of the fiscal year for which the assessment is made, whichever occurs last, with the balance to be paid upon receipt of the proceeds of the second installment of general taxes levied for the preceding calendar year, or on October 1 of the fiscal year for which the assessment is made, whichever occurs last.

12. 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 February 1st of any fiscal year and in such event said voluntary withdrawal shall be effective as of April 30th of the next ensuing fiscal year. Any and all liability and privileges of the withdrawing Member District shall cease as of said April 30th 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 10 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 and as a party to this agreement. After conclusion of said hearing and upon resolution 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 and 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 April 30th of the next ensuing fiscal 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.

13. The fiscal year of NWSRA shall begin May 1st and April 30th.

14. 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.

15. Amendments.

The terms 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.

16. This agreement shall become effective May 1, 1977 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.

ARLINGTON HEIGHTS PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

BUFFALO GROVE PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

ELK GROVE PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

HANOVER PARK PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

HOFFMAN ESTATES PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

MOUNT PROSPECT PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

PALATINE PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

PROSPECT HEIGHTS PARK DISTRICT

By: _____
Its President

Attest: _____

(SEAL)

RIVER TRAILS PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

ROLLING MEADOWS PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

SALT CREEK PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

STREAMWOOD PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

SCHAUMBURG PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

WHEELING PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

not used

Section 1. That the Board hereby recommends to the Member Districts of NWSRA that the Articles of Agreement, as Amended, be further amended as follows:

a. Part (g) of Subparagraph A of Paragraph 11 of said Articles shall be amended as follows:

(1) The last three lines of the paragraph beginning with the words "equal to .02% of the equalized assessed . . ." shall be deleted in their entirety, and

(2) The following words shall be substituted at that point in the paragraph, "as established by Section 5-8 of the Park District Code (Ill.Rev.Stat., ch 105, Sec. 5-8), existing now or as said section shall be later amended."

; and

b. Part (h) of Subparagraph A of Paragraph 11 of said Articles shall be deleted in its entirety and the following revised part (h) be substituted in its place;

(h) The annual rate of growth of NWSRA annual assessments for fiscal years 1989/90, 1990/91 and 1991/92 shall be set at an amount equal to 8% of the annual assessment of all Member Districts for the previous fiscal year.

;and

c. Subparagraph B of Paragraph 11 of said Articles shall be amended by adding the following sentence to the end of said subparagraph;

"The gross population figures will be verified on an annual basis by the Board of Trustees by use of such means as are reasonably available to the Trustees."