

REVISED MAY 24, 1995

DATED: FEBRUARY 17, 1992

**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.

**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 the NWSRA shall be to provide special recreation programs for the physically and mentally handicapped in need of 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 PARK DISTRICT
HOFFMAN ESTATES PARK DISTRICT	SCHAUMBURG PARK DISTRICT
INVERNESS PARK DISTRICT	STREAMWOOD PARK DISTRICT
MOUNT PROSPECT 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. Fulltime 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. The base formula for Member District assessments will be established from the planned assessments for operating year 1995/1996.

(a) this base formula will include the traditional funding considerations of both equalized assessed valuation and gross population. The base formula will be established by allocating 75% of the total to E.A.V. and 25% of the total to gross population;

(b) it will be the responsibility of each Member District to arrive at the assigned base for operating year 1996/1997;


(c) the annual process for determining fair and equitable Member District assessments will imply both equalized assessed valuation and gross population as determined as factors in arriving at the base assessment;

(d) the annual process for determining Member District assessments will begin with the official notification of the CPI by the county assessor. A total or aggregate Member District assessment will be established as the base for the next fiscal year;

(e) adjustments to the base payments will be determined based on prior year shifts in relative value of each of the Member Districts attributable to new construction E.A.V. where actual dollars have been extended to the Member District.

(f) the adjusted Member District payments will be approved by the NWSRA board in July of each year with approval by the Member Districts due in September of each year, prior to the annual December levy process by the Member Districts.

(g) new construction equalized assessed valuation that will result in additional dollars being extended to all individual Member Districts will be the variable, that will allow for shifts in the equitable representation of the individual Member District within the total joint agreement value.

(h) each Member District will be expected to make contributions based on their adjusted base established, utilizing CPI increases and new construction E.A.V. 

(i) each Member District will be asked to levy within the cooperative program for the handicapped fund dollars that they are allowed to collect on an annual basis ~~to include an adjustment~~ in dollars levied the previous year by the CPI and any new construction E.A.V. that is reported to the district by the Department of Revenue.

(j) Member Districts recognize that in the future the CPI or a 5% ceiling, as well as new construction E.A.V., will be the determining factor as to how many dollars a Member District may legally access from one year to the next.

(k) the relative value of each Member District represents to the total of the Association, must be consistent with regards to actual dollars that Member Districts are allowed to access on an annual basis.

(l) each Member District recognizes that the only reliable adjustment factor that can legally be accessed in the near future will be the growth that individual districts experience through new construction. It is implied that new construction growth would represent additional value in E.A.V. as well as growth in general population.

(m) the annual assessment shall be determined by agreement of no less than two-thirds of the Member Districts. A Member District agreement shall be evidenced by its approval of the annual assessment.

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 report of additional growth in new construction E.A.V. as reported to them by the Department of Revenue.

C. The Board of Trustees, from time to time, may make adjustments to the annual levy process, ensuring that the intent of the adjustments are to ensure that each Member District is responsible for a fair and equitable share of the joint agreement assessment total. The Board of Trustees shall plan the annual adjustment process to be consistent with the authority authorized through both Section 5.8 of the Park District Code, as well as legislative authority or limitations being placed on the individual member park districts. Notwithstanding the foregoing, the amount of the annual assessment to be contributed to NWSRA by each of the Member Districts shall not be effective until approved by two-thirds vote of the Member Districts.

D. Each Member District shall make payment of one-half 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~~ <sup>DEC NOV</sup> of any fiscal year and in such event said voluntary withdrawal shall be effective as of ~~April 30th~~ <sup>Dec 31</sup> of the next ensuing fiscal year. Any and all liability and privileges of the withdrawing Member District shall cease as of said ~~April 30th~~ <sup>Dec 31</sup> 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 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 <sup>Dec 31</sup> April 30th of the next ensuing fiscal year unless a different effective date shall be mutually agreed to be 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 <sup>Jan 1</sup> May 1st and end April 30th.

<sup>Dec 31</sup>

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 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.

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.