

Agreement Between NWSRA and Arlington Heights
Park District as to Administrative Services

WITNESSETH this Agreement, dated this 28th day of
April, 1980, between NORTHWEST
SPECIAL RECREATION ASSOCIATION (NWSRA), an association of
fourteen (14) Illinois Park Districts operating under and
in accordance with those certain "Articles of Agreement,"
effective May 1, 1980, as amended, and ARLINGTON HEIGHTS
PARK DISTRICT, a body politic and corporate, and one of
the member districts to said Joint Agreement (DISTRICT),
said Joint Agreement having been entered into in accordance
with the provisions of Sec. 8-10.2 of "The Park District
Code" (pa. 8-10.2, ch. 105, Ill. Rev. Stat., 1977)

(1) Administrative Services. NWSRA, having elected not to appoint any of its Member Districts as an Administrative District, and to therefore serve as its own employer, does however appoint DISTRICT to administer certain specified administrative services for NWSRA, and DISTRICT hereby consents to administer such services as hereinafter specified.

(2) Term. The term of the appointment as said DISTRICT hereunder shall be for the initial period commencing as of May 1, 1980 and expiring as of April 30, 1985. The term of this Agreement shall be automatically renewed for an additional 5 year term, commencing and expiring as of the aforesaid May 1st and April 30th dates at 5 year intervals, unless prior to May 1st of the 4th year of each 5 year term either party hereto shall in writing notify the other of its election to terminate this Agreement. Upon delivery of such notice, this Agreement shall then expire as of April 30th of the 5th year of the then effective 5 year term in concern.

(3) Responsibilities of District. All employees directly employed by NWSRA shall have their payroll processed by the DISTRICT. The DISTRICT agrees to process all of NWSRA's payroll related reports: IMRF, Social Security, Federal and State Withholding W-2 Statements.

(4) Reimbursement by NWSRA. NWSRA agrees to pay to DISTRICT a service fee in the amount of \$150.00 per month, plus an additional monthly fee equal to the sum of 1/2 of 1% of the monthly gross payroll of all of the said employees directly responsible for NWSRA programs, such sums, as well as reimbursement for the said monthly gross payroll by DISTRICT of such NWSRA program employees, to be paid not later than the 1st day of the second month following the month in which the services were rendered and payroll expended.

(5) NSWRA and DISTRICT shall perform such other services for each other and engage in joint and cooperative programs and endeavors to their mutual benefit, as agreed upon by their respective Boards from time to time. Such services and programs shall be paid for on an out-of-pocket expense basis or as agreed upon by the two agencies.

(6) Notices. All notices hereunder shall be in writing. Delivery of such notices may be by personal delivery or by U.S. Certified Mail, as hereafter stated. Personal delivery to NWSRA may be had by delivery of any such notice to the Director or the Chairman of the Board of NWSRA. Personal delivery to DISTRICT may be had by delivery of any such notice to the Director or the President of the Board of DISTRICT. Mail delivery to NWSRA shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to: 262 East Palatine, Palatine, Illinois 60067
_____, and mail delivery to DISTRICT shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to: 800 East Falcon Drive, Arlington Heights, Illinois 60005. Any such mail delivery shall be deemed received by the recipient on the 2nd day subsequent to deposit of any such envelope in a proper U.S. mail receptacle for mail deposits.
DATED the date aforesaid.

NORTHWEST SPECIAL RECREATION ASSOCIATION, An Association Of Park Districts Operating Under A Joint Agreement, Effective May 1, 1980, As Amended

By: Kevin T. Kambay
Director

Attest: Kevin T. Kambay
Secretary

(SEAL)

ARLINGTON HEIGHTS PARK DISTRICT,
A Body Politic And Corporate,

By: Robert P. Nohelge
President

Attest: Thomas W. ...
Secretary

(SEAL)

NORTHWEST SPECIAL RECREATION ASSOCIATION

RESOLUTION 80-2

RESOLUTION Acknowledging the Cessation of
Designation of Arlington Heights Park District
As The NWSRA Administrative District

WHEREAS, the Arlington Heights Park District shall, as of May 1, 1980, cease to act as the designated Administrative District under the terms of the NWSRA "Articles of Agreement," as amended, and

WHEREAS, the Board desires that NWSRA shall, as of May 1, 1980, act as the employer of all of its employees and to otherwise conduct its business affairs under and in accordance with said Articles of Agreement.

NOW, THEREFORE, BE IT And It is Hereby Resolved by the Board of Trustees of the NORTHWEST SPECIAL RECREATION ASSOCIATION, acting under the terms of its Articles of Agreement, as amended, as follows:

Section 1: That as of May 1, 1980, the Arlington Heights Park District's designation as the Administrative District of NWSRA shall cease, and all funds, properties and assets of NWSRA shall, as of said date, be delivered to this Board.

Section 2: That as of May 1, 1980, NWSRA shall act as the employer of all of its employees and shall thenceforth operate the business of NWSRA without any Administrative District, under and in accordance with the terms and conditions of the said Articles of Agreement.

Section 3: That this Board extends its sincere thanks and gratitude to the Arlington Heights Park District for having acted in the said capacity as such Administrative District from the date of the formation of NWSRA to May 1, 1980.

PASSED AND APPROVED this 28th day of May, 1980.

Chairman

Attest:

Secretary

LAW OFFICES
FAWELL, JAMES AND BROOKS
101 NORTH WASHINGTON STREET
NAPERVILLE, ILLINOIS 60540

TELEPHONE
AREA CODE 312
355-2101

HARRIS W. FAWELL
JOHN D. JAMES
GERALD J. BROOKS
ADALBERT L. VLAZNY III
JEFFRY J. KNUCKLES
ASHLEY S. ROSE

May 10, 1979

Mr. Kevin T. Kendrigan
Director, Northwest Special
Recreation Association
660 N. Ridge
Arlington Heights, IL 60004

Re: Administrative District Agreement

Dear Kevin:

In accordance with our telephone conversation of May 8, 1979 I am herewith enclosing a redraft of the suggested Agreement between NWSRA and the Arlington Heights Park District which incorporates the changes we discussed, to-wit:

(1) Par. 3 is altered to set forth language making it clear that NWSRA and the DISTRICT may also jointly participate in various programs and endeavors as may be mutually beneficial from time to time, upon approval of their respective Boards.

(2) Par. 4 is altered to make it clear that not only the Administrative District fees shall be paid monthly, but also "reimbursement for the said monthly gross payroll by DISTRICT of such NWSRA program employees." Added language in Par. 4 also requires such payments and reimbursement to be made not later than the 1st day of the second month following the month in which the services were rendered and payroll expended.

(3) In regard to the Treasurer, I find no other statute which would add to or countermand the wording of Sec. 4-8 of The Park District Code which states that a Park Board shall appoint a treasurer, prescribe his duties and term of office, "and require such bonds as the Board deems necessary." No case has ever construed this section as to whether a Park Board is thus mandated to require some type of bond for its treasurer. I do note that Sec. 8-8 of The Park District Code seems to assume this as evidenced by its presumption that a Park District treasurer will have sureties. This section states:

"When a new depository is designated, the district shall notify the sureties of its treasurer of that fact, in writing..."

It would be my opinion that an SRA should attempt to meet the same requirements which are, in general, cast upon Park Districts. Most Park Districts, I assume, have the treasurer bonded. The implication of a reading of Sec. 4-8 and said Sec. 8-8, supra, would appear to direct this. Thus, the safest course is to have your treasurer bonded. However, in the absence of a court decision, an argument can certainly be made that a Park Board, and hence a Board of an SRA, could conclude that a bond is "not necessary," utilizing the literal wording of Sec. 4-8.

FAWELL, JAMES AND BROOKS

Mr. Kendrigan

- 2 -

May 10, 1979

In addition, as indicated to you, it would appear to me that if the treasurer of Arlington Heights Park District were utilized, his bond, as provided by that District, could encompass any funds handled for NWSRA.

I have thus simply added wording to Par. 5 which states that the Treasurer of NWSRA may be bonded, at NWSRA's expense, to guarantee his faithful performance of his duties as treasurer if required by NWSRA.

Please note, however, that it would appear that the NWSRA treasurer would be bound by the provisions of the Act requiring all custodians of public moneys to file and publish annual statements of receipts and disbursements of said moneys.

In regard to our discussion of the Tort Immunity Act levy, it would seem clear to me that member Park Districts have the authority to levy a tax which will enable them to pay for liability insurance which will cover their potential liability as a member district in an SRA. That being so, there is no reason why member districts should not make sure that their individual liability policies do cover such potential liability. The Tort Immunity Act also states that a Joint Agreement entered into by local governmental entities may allocate potential liability under the Act.

My best regards,

FAWELL, JAMES AND BROOKS



HARRIS W. FAWELL

HWF:1ss

enclosure a/s

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JEFFRY J. KNUCKLES
ASHLEY S. ROSE

June 6, 1979

Mr. Kevin T. Kendrigan
Director
Northwest Special Recreation Association
660 North Ridge
Arlington Heights, IL 60004

Re: Lease of Administrative Office Building

Dear Kevin:

I have reviewed the letter sent to Fred Hall by attorney Ronald G. Zamarin. None of Mr. Zamarin's comments would appear to be objectionable, although I question how necessary they are.

If the Palatine Park District feels that a "hold harmless" clause is necessary, in addition to the liability coverage afforded by the lease, I would think that NWSRA could live with that. It would constitute an additional contract liability of NWSRA which any insurer of the Palatine Park District would be entitled to use (after paying Palatine Park District) and hence, in turn, such contract liability should be also insured by NWSRA to cover that contingency also. It would frankly appear to me that the "hold harmless" clause only profits insurance companies, assuming of course that the basic liability coverage for the negligence of NWSRA or its agents and employees is adequate and has the Palatine District named as co-insured.

If it is Mr. Hall's desire to have these change made, I would suggest that he have Mr. Zamarin submit drafts of his contemplated changes to me. I am sure we could quickly agree on their incorporation into the Lease. On the other hand, I believe that, as written, the Lease is adequate.

Please let me know what your wishes are.

My best regards,

FAWELL, JAMES AND BROOKS



HARRIS W. FAWELL

HWF:lss

DEFREES & FISKE

LAW OFFICES

SUITE 1500, 72 WEST ADAMS STREET

CHICAGO 60603

May 30, 1979

DONALD DEFREES, 1915-1968

KENNETH M. FISKE
OF COUNSEL

TELEPHONE (312) 372-4000

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DEFREESLAW, CHICAGO

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Mr. Harris W. Fawell
Fawell, James & Brooks
101 N. Washington Street
Naperville, IL 60540

Dear Mr. Fawell:

We represent the Arlington Heights Park District. We have reviewed the first and second drafts of proposed agreement re appointing the Park District as the administrative district to Northwest Special Recreation Association.

The relationship between these two agencies has been excellent ever since NWSRA was established. Recently the Park Commissioners cancelled its lease with NWSRA so as to permit NWSRA's move to better quarters. At the same time the Board approved the concept of the Arlington Heights Park District acting as the administrative district for a period of five years, with automatic renewals, but did not approve the agreement itself.

As we both know, paragraph 11 of the Articles of Agreement between the 14 park districts provides that one of the member districts is to act as the administrative district for a one-year term. We are advised that you are in the process of redrafting the Articles of Agreement, and the new articles will cover the five-year term. It would be presumptuous on the part of both agencies to enter into such an agreement prior to the approval of the amendment of the Articles of Agreement by the other districts.

We believe there is a more serious problem with the five-year term because of the language of §8-10.2, entitled Joint Recreational Programs for Handicapped, of the Park District Code. That section provides that the Articles of Agreement between the various park districts is limited to a period "not to exceed three years." If the

Mr. Harris W. Fawell
Page 2
May 30, 1979

agreement as to the administrative district were for a term of five years, it could be challenged on grounds of lack of authority since it would extend beyond the basic three-year agreement between the 14 districts. Perhaps the administrative district's term should coincide with the term of the Articles of Agreement.

We have made our comments as to your second draft of agreement on the face of the agreement. Because of the headings and the nature of the subject matter, we felt that compensation and reimbursement for the payroll services (§3 and 4) should be separated from the other joint programs and services rendered by the two agencies. (§5, back of p. 3). Kevin Kendrigan has described these other services quite well. A copy of his memo dated April 30, 1979, is enclosed.

Our comments on NWSRA Treasurer's bond arose from the broad language found in the proposed agreement and also in the current Articles of Agreement which states that the Treasurer "is hereby authorized to expend NWSRA funds." We are now advised that any funds expended by the Treasurer is subject to the co-signatures of officers of NWSRA; consequently, our concern for a Treasurer's bond is much less.

I will be happy to discuss the above at any time and cooperate with you in obtaining a final contract, the end result that we all desire.

Very truly yours,

Charles K. Bobinette

CKB:vk

Enclosures

White You Were Out

For Kevin Date 2/13

From Albi Stocke Time 2:30

NO. 394-5800 Will Call Later

Remarks From Home Files

See Carl Rice

Taken By Line

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June 11, 1979

Mr. Kevin T. Kendrigan, Director
Northwest Special Recreation Association
660 North Ridge
Arlington Heights, IL 60004

Re: Agreement Between NWSRA and Arlington Heights Park District -
Appointment of Administrative District

Dear Kevin:

I am herewith enclosing a copy of attorney Bobinette's letter of May 30, 1979.

Mr. Bobinette's main emphasis is in regard to the proposed 5 year term of the Administrative District, i.e., (1) the present Articles (Par. 11), call for an annual appointment of an Administrative District, and (2) Sec. 8-10b of The Park District Code puts a three year limit on Joint Agreements for recreational services for the handicapped. The former point of course is being obviated by the enactment of the amendments to Par. 11 of the Articles of Agreement. The latter point would not frankly bother me since the Joint Agreement can, and doubtless will be, renewed by the participating districts. In addition, as you know, the IAPD sponsored bill (HB 1028) will soon eliminate the restriction of a 3 year term for joint agreements entered into under said Sec. 8-10b.

Be that as it may, Mr. Bobinette apparently would prefer a 3 year term, and I see nothing wrong with that if the Board of NWSRA is in accord. As the amendments are proposed, we of course are maintaining the 3 year term in regard to the term of the Articles of Agreement. Par. 11 of the proposed Articles, as proposed to be amended, should be altered so as to insert the 3 year term if that is what the NWSRA Board opts for. If so, Par. 2 of the Administrative Agreement with the Arlington Heights Park District should also be changed by inserting April 30, 1982 as the expiration date of the initial 3 year term and inserting "3" in lieu of "5" relative to the terms being renewed. Notice of a non-renewal would then also have to be prior to May 1st of the 2nd year of each 3 year term, rather than of the 4th year of each 5 year term.

The other comments made by Mr. Bobinette, penciled on a copy of my suggested draft of the Administrative District Agreement (enclosed) are self-explanatory. I see no problem in making those non-substantive changes.

- continued -

FAWELL, JAMES AND BROOKS

Mr. Kendrigan

-2-

June 11, 1979

The NWSRA Board should therefore determine if it does want to switch to the 3 year term for the appointment of the Administrative District. If so, Par. 11 of the proposed amendments to the Articles should be altered as stated and Par. 2 of the proposed Administrative District Agreement should be also altered as stated.

The said non-substantive changes referred to by Mr. Bobinette should also be inserted in the first draft of the Administrative District Agreement.

As indicated by Mr. Bobinette, the NWSRA should consummate the amendments to the Articles of Agreement before technically executing the agreement relative to the appointment of the Administrative District.

My best regards,

FAWELL, JAMES AND BROOKS



HARRIS W. FAWELL

HWF:lss

enclosure a/s

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My best regards,

FAWELL, JAMES AND BROOKS



HARRIS W. FAWELL

HWF:lss

enclosure a/s

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June 11, 1979

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Appointment of Administrative District

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SUITE 1500, 72 WEST ADAMS STREET

CHICAGO 60602

May 30, 1979

DONALD DEFREES, 1915-1968

KENNETH M. FISKE
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I am herewith enclosing a copy of attorney Bobinette's letter of May 30, 1979.

Mr. Bobinette's main emphasis is in regard to the proposed 5 year term of the Administrative District, i.e., (1) the present Articles (Par. 11), call for an annual appointment of an Administrative District, and (2) Sec. 8-10b of The Park District Code puts a three year limit on Joint Agreements for recreational services for the handicapped. The former point of course is being obviated by the enactment of the amendments to Par. 11 of the Articles of Agreement. The latter point would not frankly bother me since the Joint Agreement can, and doubtless will be, renewed by the participating districts. In addition, as you know, the IAPD sponsored bill (HB 1028) will soon eliminate the restriction of a 3 year term for joint agreements entered into under said Sec. 8-10b.

Be that as it may, Mr. Bobinette apparently would prefer a 3 year term, and I see nothing wrong with that if the Board of NWSRA is in accord. As the amendments are proposed, we of course are maintaining the 3 year term in regard to the term of the Articles of Agreement. Par. 11 of the proposed Articles, as proposed to be amended, should be altered so as to insert the 3 year term if that is what the NWSRA Board opts for. If so, Par. 2 of the Administrative Agreement with the Arlington Heights Park District should also be changed by inserting April 30, 1982 as the expiration date of the initial 3 year term and inserting "3" in lieu of "5" relative to the terms being renewed. Notice of a non-renewal would then also have to be prior to May 1st of the 2nd year of each 3 year term, rather than of the 4th year of each 5 year term.

The other comments made by Mr. Bobinette, penciled on a copy of my suggested draft of the Administrative District Agreement (enclosed) are self-explanatory. I see no problem in making those non-substantive changes.

- continued -

FAWELL, JAMES AND BROOKS

Mr. Kendrigan

-2-

June 11, 1979

The NWSRA Board should therefore determine if it does want to switch to the 3 year term for the appointment of the Administrative District. If so, Par. 11 of the proposed amendments to the Articles should be altered as stated and Par. 2 of the proposed Administrative District Agreement should be also altered as stated.

The said non-substantive changes referred to by Mr. Bobinette should also be inserted in the first draft of the Administrative District Agreement.

As indicated by Mr. Bobinette, the NWSRA should consummate the amendments to the Articles of Agreement before technically executing the agreement relative to the appointment of the Administrative District.

My best regards,

FAWELL, JAMES AND BROOKS



HARRIS W. FAWELL

HWF:1ss

enclosure a/s

Agreement Between NWSRA and Arlington Heights
Park District, Appointing Arlington Heights
Park District as Administrative District

WITNESSETH this Agreement, dated this _____ day of _____, 1979, between NORTHWEST SPECIAL RECREATION ASSOCIATION (NWSRA), an association of thirteen (14) Illinois Park Districts operating under and in accordance with those certain "Articles of Agreement," effective May 1, (1977) as amended, and ARLINGTON HEIGHTS PARK DISTRICT, a body politic and corporate, and one of the member districts to said Joint Agreement (DISTRICT), said Joint Agreement having been entered into in accordance with the provisions of Sec. 8-10.2 of "The Park District Code" (par. 8-10.2, ch. 105, Ill. Rev. Stat., 1977)

(1) Appointment. MWSRA hereby appoints DISTRICT to serve as the said Administrative District under said Joint Agreement and DISTRICT hereby consents to, and accepts, said appointment.

(2) Term. The term of the appointment as said Administrative District hereunder shall be for the initial period commencing as of May 1, 1979 and expiring as of April 30, 1984. The term of the Agreement shall be automatically renewed for an additional 5 year term, commencing and expiring as of the aforesaid May 1st and April 30th dates at 5 year intervals, unless prior to May 1st of the 4th year of each such 5 year term either party hereto shall in writing notify the other of its election to terminate this Agreement. Upon delivery of such notice, this Agreement shall then expire as of April 30th of the 5th year of the 5 year term ^{then effective} _^

responsibilities of Administrative District. All employees directly responsible for MWSRA programs shall be placed on the payroll of the DISTRICT, and all such employees shall be entitled to the same group health and retirement benefit programs and other fringe benefits as customarily granted to other employees of the DISTRICT, provided that MWSRA shall establish the salary rates and schedules for all such employees directly responsible for MWSRA programs. MWSRA and DISTRICT may also jointly participate in ^{the} ~~Veterans Program~~ and endeavors as may be mutually beneficial ~~from time to time~~, upon approval of their respective Boards. } rd work.

(1) Reimbursement by NWSRA. NWSRA agrees to pay to DISTRICT ^{for} a service fee in the amount of \$150.00 per month, plus an ^{extra} additional monthly fee equal to the sum of 1/2 of 1% of the ^{gross} monthly gross payroll of all of the said employees directly responsible for NWSRA programs, such sums, as well as reimbursement for the said monthly gross payroll by DISTRICT of such NWSRA program employees, to be paid not later than the 1st day of the second month following the month in which the services were rendered and payroll expended.

Insert See backing page

(b) Treasurer. DISTRICT shall appoint from time to time, and with the written approval of NWSRA, a designated Treasurer who is hereby authorized to expend NWSRA funds, within the limits of the applicable NWSRA budget, and subject to the provisions of the said Joint Agreement and the By-Laws thereof. Such Treasurer may be bonded, at NWSRA's expense, to guarantee his faithful performance of his duties if required by NWSRA, as such Treasurer.

(c) Notice. All notices hereunder shall be in writing. Delivery of such notices may be by personal delivery or by U.S. certified mail, as hereinafter stated. Personal delivery to NWSRA may be had by delivery of any such notice to the Director or the President of the Board of NWSRA. Personal delivery to DISTRICT may be had by delivery of any such notice to the Director or the President of the Board of DISTRICT. Mail delivery to NWSRA shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to:

_____ and mail delivery to DISTRICT shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to:

_____ Any such mail delivery shall be

5. NWSRA and District shall perform such other services for each other and engage in joint and cooperative programs and endeavors to their mutual benefit, as agreed upon by their respective Boards from time to time. Such services and programs shall be paid for on an out-of-pocket expense basis or as agreed upon by the two agencies.

delivered received by the recipient on the 2nd day subsequent
to deposit of any such envelope in a proper U.S. mail receptacle
for mail deposits.

DATED the date aforesaid.

NORTHWEST SPECIAL RECREATION ASSOCIATION;
An Association Of Park Districts Operating
Under A Joint Agreement, Effective May 1,
1977, As Amended

By:

~~Director~~

Attest:

Secretary

(SEAL)

ARLINGTON HEIGHTS PARK DISTRICT, A
Body Politic And Corporate

By:

President

Attest:

Secretary

(SEAL)

Agreement Between NWSRA and Arlington Heights
Park District, Appointing Arlington Heights
Park District as Administrative District

WITNESSETH this Agreement, dated this _____ day of _____, 1979, between NORTHWEST SPECIAL RECREATION ASSOCIATION (NWSRA), an association of thirteen (14) Illinois Park Districts operating under and in accordance with those certain "Articles of Agreement," effective May 1, 1977, as amended, and ARLINGTON HEIGHTS PARK DISTRICT, a body politic and corporate, and one of the member districts to said Joint Agreement (DISTRICT), said Joint Agreement having been entered into in accordance with the provisions of Sec. 8-10.2 of "The Park District Code" (par. 8-10.2, ch. 105, Ill. Rev. Stat., 1977)

(1) Appointment. NWSRA hereby appoints DISTRICT to serve as the said Administrative District under said Joint Agreement and DISTRICT hereby consents to, and accepts, said appointment.

(2) Term. The term of the appointment as said Administrative District hereunder shall be for the initial period commencing as of May 1, 1979 and expiring as of April 30, 1984. The term of this Agreement shall be automatically renewed for an additional 5 year term, commencing and expiring as of the aforesaid May 1st and April 30th dates at 5 year intervals, unless prior to May 1st of the 4th year of each such 5 year term either party hereto shall in writing notify the other of its election to terminate this Agreement. Upon delivery of such notice, this Agreement shall then expire as of April 30th of the 5th year of the 5 year term in concern.

(3) Responsibilities of Administrative District. All employees directly responsible for NWSRA programs shall be placed on the payroll of the DISTRICT, and all such employees shall be entitled to the same group health and retirement benefit programs and other fringe benefits as customarily granted to other employees of the DISTRICT, provided that NWSRA shall establish the salary rates and schedules for all such employees directly responsible for NWSRA programs. NWSRA and DISTRICT may also jointly participate in various programs and endeavors as may be mutually beneficial from time to time, upon approval of their respective Boards.

(4) Reimbursement by NWSRA. NWSRA agrees to pay to DISTRICT a service fee in the amount of \$150.00 per month, plus an additional monthly fee equal to the sum of 1/2 of 1% of the monthly gross payroll of all of the said employees directly responsible for NWSRA programs, such sums, as well as reimbursement for the said monthly gross payroll by DISTRICT of such NWSRA program employees, to be paid not later than the 1st day of the second month following the month in which the services were rendered and payroll expended.

(5) Treasurer. DISTRICT shall appoint, from time to time, and with the written approval of NWSRA, a designated Treasurer who is hereby authorized to expend NWSRA funds, within the limits of the applicable NWSRA budget, and subject to the provisions of the said Joint Agreement and the By-Laws thereof. Such Treasurer may be bonded, at NWSRA's expense, to guarantee his faithful performance of his duties if required by NWSRA, as such Treasurer.

(6) Notices. All notices hereunder shall be in writing. Delivery of such notices may be by personal delivery or by U.S. certified mail, as hereinafter stated. Personal delivery to NWSRA may be had by delivery of any such notice to the Director or the President of the Board of NWSRA. Personal delivery to DISTRICT may be had by delivery of any such notice to the Director or the President of the Board of DISTRICT. Mail delivery to NWSRA shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to: _____

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_____. Any such mail delivery shall be

deemed received by the recipient on the 2nd day subsequent to deposit of any such envelope in a proper U.S. mail receptacle for mail deposits.

DATED the date aforesaid.

NORTHWEST SPECIAL RECREATION ASSOCIATION,
An Association Of Park Districts Operating
Under A Joint Agreement, Effective May 1,
1977, As Amended

By: _____
Director

Attest: _____
Secretary
(SEAL)

ARLINGTON HEIGHTS PARK DISTRICT, A
Body Politic And Corporate

By: _____
President

Attest: _____
Secretary
(SEAL)

Suggested Draft - March 27, 1980

Agreement Between NWSRA and Arlington Heights
Park District, Appointing Arlington Heights
Park District as an Administrative Service
District

WITNESSETH this Agreement, dated this _____ day of _____, 1980, between NORTHWEST SPECIAL RECREATION ASSOCIATION (NWSRA), an association of fourteen (14) Illinois Park Districts operating under and in accordance with those certain "Articles of Agreement," effective May 1, 1980, as amended, and ARLIGHTON HEIGHTS PARK DISTRICT, a body politic and corporate, and one of the member districts to said Joint Agreement (DISTRICT), said Joint Agreement having been entered into in accordance with the provisions of Sec. 8-10.2 of "The Park District Code" (pa. 8-10.2, ch. 105, 111. Rev. Stat., 1977)

(1) Appointment. NWSRA hereby appoints DISTRICT to serve as Administrative Service District under said Joint Agreement and DISTRICT hereby consents to, and accepts, said appointment.

(2) Term. The term of the appointment as said Administrative Service District hereunder shall be for the initial period commencing as of May 1, 1980 and expiring as of April 30, 1985. The term of this Agreement shall be automatically renewed for an additional 5 year term, commencing and expiring as of the aforesaid May 1st and April 30th dates at 5 year intervals, unless prior to May 1st of the 4th year of each 5 year term either party hereto shall in writing notify the other of its election to terminate this Agreement. Upon delivery of such notice, this Agreement shall then expire as of April 30th of the 5th year of the then effective 5 year term in concern.

(3) Responsibilities of Administrative Service District. All employees directly employed by NWSRA shall have their payroll processed by the DISTRICT. The DISTRICTS agrees to process all payroll related reports: IMRF, Social Security, Federal and State Withholding W-2 Statements.

(4) Reimbursement by NWSRA. NWSRA agrees to pay to DISTRICT a service fee in the amount of \$150.00 per month, plus an additional monthly fee equal to the sum of 1/2 of 1% of the monthly gross payroll of all of the said employees directly responsible for NWSRA programs, such sums, as well as reimbursement for the said monthly gross payroll by DISTRICT of such NWSRA program employees, to be paid not later than the 1st day of the second month following the month in which the services were rendered and payroll expended.

(5) NWSRA and DISTRICT shall perform such other services for each other and engage in joint and cooperative programs and endeavors to their mutual benefit, as agreed upon by their respective Boards from time to time. Such services and programs shall be paid for on an out-of-pocket expense basis or as agreed upon by the two

agencies.

6. Notices. All notices hereunder shall be in writing. Delivery of such notices may be by personal delivery or by U. S. Certified Mail, as hereafter stated. Personal delivery to NWSRA may be had by delivery of any such notice to the Director or the Chairman of the Board of NWSRA. Personal delivery to DISTRICT may be had by delivery of any such notice to the Director or the Present of the Board of DISTRICT. Mail delivery to NWSRA shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to: _____

_____, and mail delivery to DISTRICT shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to: _____

Any such mail delivery shall be deemed received by the recipient on the 2nd day subsequent to deposit of any such envelope in a proper U.S. mail receptacle for mail deposits.

DATED the date aforesaid

NORTHWEST SPECIAL RECREATION ASSOCIATION,
An Association of Park Districts Operating
Under A Joint Agreement, Effective May 1,
1980, As Amended

By: _____
Director

Attest: _____
Secretary

(SEAL)

ARLINGTON HEIGHTS PARK DISTRICT, A Body
Politic and Corporate

By: _____
President

Attest: _____
Secretary

(SEAL)

LAW OFFICES
FAWELL, JAMES AND BROOKS
101 NORTH WASHINGTON STREET
NAPERVILLE, ILLINOIS 60540

TELEPHONE
AREA CODE 312
355-2101

HARRIS W. FAWELL
JOHN D. JAMES
GERALD J. BROOKS
ADALBERT L. VLAZNY III
JEFFRY J. KNUCKLES
ASHLEY S. ROSE
SARAH L. POEPEL

April 2, 1980

Mr. Kevin T. Kendrigan, Director
Northwest Special Recreation Association
262 E. Palatine Road
Palatine, IL 60067

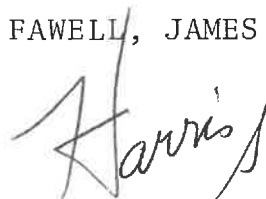
Re: Agreement with Arlington Heights Park District
as to Administrative Services

Dear Kevin:

In accordance with our telephone conversagion, I am herewith enclosing a redraft of the above cited Agreement. As mentioned in our telephone conversation, I have altered the title and Par. 1 so as to not refer to an "Administrative Service District" since that name is so very near the same as "Administrative District." Otherwise, the Agreement is the same as you sent to me and is, in most respects, the same as the one which was approved by Mr. Boninnette when we were contracting for an "Administrative District."

Sincerely,

FAWELL, JAMES AND BROOKS



HARRIS W. FAWELL

HWF:1ss

enclosure a/s

Agreement Between NWSRA and Arlington Heights
Park District as to Administrative Services

WITNESSETH this Agreement, dated this _____ day of _____, 1980, between NORTHWEST SPECIAL RECREATION ASSOCIATION (NWSRA), an association of fourteen (14) Illinois Park Districts operating under and in accordance with those certain "Articles of Agreement," effective May 1, 1980, as amended, and ARLINGTON HEIGHTS PARK DISTRICT, a body politic and corporate, and one of the member districts to said Joint Agreement (DISTRICT), said Joint Agreement having been entered into in accordance with the provisions of Sec. 8-10.2 of "The Park District Code" (pa. 8-10.2, ch. 105, Ill. Rev. Stat., 1977)

(1) Administrative Services. NWSRA, having elected not to appoint any of its Member Districts as an Administrative District, and to therefore serve as its own employer, does however appoint DISTRICT to administer certain specified administrative services for NWSRA, and DISTRICT hereby consents to administer such services as hereinafter specified.

(2) Term. The term of the appointment as said DISTRICT hereunder shall be for the initial period commencing as of May 1, 1980 and expiring as of April 30, 1985. The term of this Agreement shall be automatically renewed for an additional 5 year term, commencing and expiring as of the aforesaid May 1st and April 30th dates at 5 year intervals, unless prior to May 1st of the 4th year of each 5 year term either party hereto shall in writing notify the other of its election to terminate this Agreement. Upon delivery of such notice, this Agreement shall then expire as of April 30th of the 5th year of the then effective 5 year term in concern.

(3) Responsibilities of District. All employees directly employed by NWSRA shall have their payroll processed by the DISTRICT. The DISTRICT agrees to process all of NWSRA's payroll related reports: IMRF, Social Security, Federal and State Withholding W-2 Statements.

(4) Reimbursement by NWSRA. NWSRA agrees to pay to DISTRICT a service fee in the amount of \$150.00 per month, plus an additional monthly fee equal to the sum of 1/2 of 1% of the monthly gross payroll of all of the said employees directly responsible for NWSRA programs, such sums, as well as reimbursement for the said monthly gross payroll by DISTRICT of such NWSRA program employees, to be paid not later than the 1st day of the second month following the month in which the services were rendered and payroll expended.

(5) NSWRA and DISTRICT shall perform such other services for each other and engage in joint and cooperative programs and endeavors to their mutual benefit, as agreed upon by their respective Boards from time to time. Such services and programs shall be paid for on an out-of-pocket expense basis or as agreed upon by the two agencies.

(6) Notices. All notices hereunder shall be in writing. Delivery of such notices may be by personal delivery or by U.S. Certified Mail, as hereafter stated. Personal delivery to NWSRA may be had by delivery of any such notice to the Director or the Chairman of the Board of NWSRA. Personal delivery to DISTRICT may be had by delivery of any such notice to the Director or the President of the Board of DISTRICT. Mail delivery to NWSRA shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to: _____

_____, and mail delivery to DISTRICT shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to: _____

_____. Any such mail delivery shall be deemed received by the recipient on the 2nd day subsequent to deposit of any such envelope in a proper U.S. mail receptacle for mail deposits.

DATED the date aforesaid.

NORTHWEST SPECIAL RECREATION
ASSOCIATION, An Association Of
Park Districts Operating Under
A Joint Agreement, Effective
May 1, 1980, As Amended

ARLINGTON HEIGHTS PARK DISTRICT,
A Body Politic And Corporate,

By: _____
Director

By: _____
President

Attest: _____
Secretary

Attest: _____
Secretary

(SEAL)

(SEAL)

DEFREES & FISKE

LAW OFFICES

SUITE 1500, 72 WEST ADAMS STREET

CHICAGO 60603

May 30, 1979

DONALD DEFREES, 1915-1968

KENNETH M. FISKE
OF COUNSEL

TELEPHONE (312) 372-4000

CABLE
DEFREESLAW, CHICAGO

RICHARD F. VOLAND
LEL WINFIELD ALBERTS
DAVID H. HOFFMAN
JOHN W. HOPP
HARRY R. BEGLEY
THOMAS J. JOHNSON
ELEANOR Y. GUTHRIE
WILLIAM P. STEINBUCHER
JOHN W. BOWEN
EDWARD J. GRIFFIN
J. WILLIAM CUNYANNAN
MARVIN S. BELFANO
RICHARD D. BELSER
THOMAS J. HARWARD, III
CHARLES E. BOHON
GREGORY E. BOWWELL
MARTIN J. CAMPANELLA
HENRY J. UNDERWOOD, JR.
KENNETH A. VAN KLICK
SANDRA W. BERRY
GARY S. THOMAS
JOHN M. CRIGGS, JR.
JONATHAN M. HENN

Mr. Harris W. Fawell
Fawell, James & Brooks
101 N. Washington Street
Naperville, IL 60540

Dear Mr. Fawell:

We represent the Arlington Heights Park District. We have reviewed the first and second drafts of proposed agreement re appointing the Park District as the administrative district to Northwest Special Recreation Association.

The relationship between these two agencies has been excellent ever since NWSRA was established. Recently the Park Commissioners cancelled its lease with NWSRA so as to permit NWSRA's move to better quarters. At the same time the Board approved the concept of the Arlington Heights Park District acting as the administrative district for a period of five years, with automatic renewals, but did not approve the agreement itself.

As we both know, paragraph 11 of the Articles of Agreement between the 14 park districts provides that one of the member districts is to act as the administrative district for a one-year term. We are advised that you are in the process of redrafting the Articles of Agreement, and the new articles will cover the five-year term. It would be presumptuous on the part of both agencies to enter into such an agreement prior to the approval of the amendment of the Articles of Agreement by the other districts.

We believe there is a more serious problem with the five-year term because of the language of §8-10.2, entitled Joint Recreational Programs for Handicapped, of the Park District Code. That section provides that the Articles of Agreement between the various park districts is limited to a period "not to exceed three years." If the

Mr. Harris W. Powell

Page 2

May 30, 1979

agreement as to the administrative district were for a term of five years, it could be challenged on grounds of lack of authority since it would extend beyond the basic three-year agreement between the 14 districts. Perhaps the administrative district's term should coincide with the term of the Articles of Agreement.

We have made our comments as to your second draft of agreement on the face of the agreement. Because of the headings and the nature of the subject matter, we felt that compensation and reimbursement for the payroll services (§3 and 4) should be separated from the other joint programs and services rendered by the two agencies. (§5, back of p. 3). Kevin Kendrigan has described these other services quite well. A copy of his memo dated April 30, 1979, is enclosed.

Our comments on NWSRA Treasurer's bond arose from the broad language found in the proposed agreement and also in the current Articles of Agreement which states that the Treasurer "is hereby authorized to expend NWSRA funds." We are now advised that any funds expended by the Treasurer is subject to the co-signatures of officers of NWSRA; consequently, our concern for a Treasurer's bond is much less.

I will be happy to discuss the above at any time and cooperate with you in obtaining a final contract, the end result that we all desire.

Very truly yours,

Charles K. Bobinette

CKB:vk

Enclosures

LAW OFFICES

FAWELL, JAMES AND BROOKS

101 NORTH WASHINGTON STREET

NAPERVILLE, ILLINOIS 60540

HARRIS W. FAWELL
JOHN D. JAMES
GERALD J. BROOKS
ADALBERT L. VLAZNY III
JEFFRY J. KNUCKLES
ASHLEY S. ROSE

TELEPHONE
AREA CODE 312
355-2101

May 10, 1979

Mr. Kevin T. Kendrigan
Director, Northwest Special
Recreation Association
660 N. Ridge
Arlington Heights, IL 60004

Re: Administrative District Agreement

Dear Kevin:

In accordance with our telephone conversation of May 8, 1979 I am herewith enclosing a redraft of the suggested Agreement between NWSRA and the Arlington Heights Park District which incorporates the changes we discussed, to-wit:

(1) Par. 3 is altered to set forth language making it clear that NWSRA and the DISTRICT may also jointly participate in various programs and endeavors as may be mutually beneficial from time to time, upon approval of their respective Boards.

(2) Par. 4 is altered to make it clear that not only the Administrative District fees shall be paid monthly, but also "reimbursement for the said monthly gross payroll by DISTRICT of such NWSRA program employees." Added language in Par. 4 also requires such payments and reimbursement to be made not later than the 1st day of the second month following the month in which the services were rendered and payroll expended.

(3) In regard to the Treasurer, I find no other statute which would add to or countermand the wording of Sec. 4-8 of The Park District Code which states that a Park Board shall appoint a treasurer, prescribe his duties and term of office, "and require such bonds as the Board deems necessary." No case has ever construed this section as to whether a Park Board is thus mandated to require some type of bond for its treasurer. I do note that Sec. 8-8 of The Park District Code seems to assume this as evidenced by its presumption that a Park District treasurer will have sureties. This section states:

"When a new depository is designated, the district shall notify the sureties of its treasurer of that fact, in writing..."

It would be my opinion that an SRA should attempt to meet the same requirements which are, in general, cast upon Park Districts. Most Park Districts, I assume, have the treasurer bonded. The implication of a reading of Sec. 4-8 and said Sec. 8-8, supra, would appear to direct this. Thus, the safest course is to have your treasurer bonded. However, in the absence of a court decision, an argument can certainly be made that a Park Board, and hence a Board of an SRA, could conclude that a bond is "not necessary," utilizing the literal wording of Sec. 4-8.

FAWELL, JAMES AND BROOKS

Mr. Kendrigan

- 2 -

May 10, 1979

In addition, as indicated to you, it would appear to me that if the treasurer of Arlington Heights Park District were utilized, his bond, as provided by that District, could encompass any funds handled for NWSRA.

I have thus simply added wording to Par. 5 which states that the Treasurer of NWSRA may be bonded, at NWSRA's expense, to guarantee his faithful performance of his duties as treasurer if required by NWSRA.

Please note, however, that it would appear that the NWSRA treasurer would be bound by the provisions of the Act requiring all custodians of public moneys to file and publish annual statements of receipts and disbursements of said moneys.

In regard to our discussion of the Tort Immunity Act levy, it would seem clear to me that member Park Districts have the authority to levy a tax which will enable them to pay for liability insurance which will cover their potential liability as a member district in an SRA. That being so, there is no reason why member districts should not make sure that their individual liability policies do cover such potential liability. The Tort Immunity Act also states that a Joint Agreement entered into by local governmental entities may allocate potential liability under the Act.

My best regards,

FAWELL, JAMES AND BROOKS



HARRIS W. FAWELL

HWF:lss

enclosure a/s

LAW OFFICES
FAWELL, JAMES AND BROOKS
101 NORTH WASHINGTON STREET
NAPERVILLE, ILLINOIS 60540

TELEPHONE
AREA CODE 312
355 2101

HARRIS W. FAWELL
JOHN D. JAMES
GERALD J. BROOKS
ADALBERT L. VLAZNY III
JEFFERY J. KNUCKLES
ASHLEY S. ROSE

June 11, 1979

Mr. Kevin T. Kendrigan, Director
Northwest Special Recreation Association
660 North Ridge
Arlington Heights, IL 60004

Re: Agreement Between NWSRA and Arlington Heights Park District -
Appointment of Administrative District

Dear Kevin:

I am herewith enclosing a copy of attorney Bobinette's letter of May 30, 1979.

Mr. Bobinette's main emphasis is in regard to the proposed 5 year term of the Administrative District, i.e., (1) the present Articles (Par. 11), call for an annual appointment of an Administrative District, and (2) Sec. 8-10b of The Park District Code puts a three year limit on Joint Agreements for recreational services for the handicapped. The former point of course is being obviated by the enactment of the amendments to Par. 11 of the Articles of Agreement. The latter point would not frankly bother me since the Joint Agreement can, and doubtless will be, renewed by the participating districts. In addition, as you know, the IAPD sponsored bill (HB 1028) will soon eliminate the restriction of a 3 year term for joint agreements entered into under said Sec. 8-10b.

Be that as it may, Mr. Bobinette apparently would prefer a 3 year term, and I see nothing wrong with that if the Board of NWSRA is in accord. As the amendments are proposed, we of course are maintaining the 3 year term in regard to the term of the Articles of Agreement. Par. 11 of the proposed Articles, as proposed to be amended, should be altered so as to insert the 3 year term if that is what the NWSRA Board opts for. If so, Par. 2 of the Administrative Agreement with the Arlington Heights Park District should also be changed by inserting April 30, 1982 as the expiration date of the initial 3 year term and inserting "3" in lieu of "5" relative to the terms being renewed. Notice of a non-renewal would then also have to be prior to May 1st of the 2nd year of each 3 year term, rather than of the 4th year of each 5 year term.

The other comments made by Mr. Bobinette, penciled on a copy of my suggested draft of the Administrative District Agreement (enclosed) are self-explanatory. I see no problem in making those non-substantive changes.

- continued -

FAWELL, JAMES AND BROOKS

Mr. Kendrigan

-2-

June 11, 1979

The NWSRA Board should therefore determine if it does want to switch to the 3 year term for the appointment of the Administrative District. If so, Par. 11 of the proposed amendments to the Articles should be altered as stated and Par. 2 of the proposed Administrative District Agreement should be also altered as stated.

The said non-substantive changes referred to by Mr. Bobinette should also be inserted in the first draft of the Administrative District Agreement.

As indicated by Mr. Bobinette, the NWSRA should consummate the amendments to the Articles of Agreement before technically executing the agreement relative to the appointment of the Administrative District.

My best regards,

FAWELL, JAMES AND BROOKS



HARRIS W. FAWELL

HWF:lss

enclosure a/s

Agreement Between NWSRA and Arlington Heights
Park District, Appointing Arlington Heights
Park District as Administrative District

WITNESSETH this Agreement, dated this _____ day of _____, 1979, between NORTHWEST SPECIAL RECREATION ASSOCIATION (NWSRA), an association of thirteen (14) Illinois Park Districts operating under and in accordance with those certain "Articles of Agreement," effective May 1, 1977, as amended, and ARLINGTON HEIGHTS PARK DISTRICT, a body politic and corporate, and one of the member districts to said Joint Agreement (DISTRICT), said Joint Agreement having been entered into in accordance with the provisions of Sec. 8-10.2 of "The Park District Code" (par. 8-10.2, ch. 105, Ill. Rev. Stat., 1977)

(1) Appointment. NWSRA hereby appoints DISTRICT to serve as the said Administrative District under said Joint Agreement and DISTRICT hereby consents to, and accepts, said appointment.

(2) Term. The term of the appointment as said Administrative District hereunder shall be for the initial period commencing as of May 1, 1979 and expiring as of April 30, 1984. The term of this Agreement shall be automatically renewed for an additional 5 year term, commencing and expiring as of the aforesaid May 1st and April 30th dates at 5 year intervals, unless prior to May 1st of the 4th year of each such 5 year term either party hereto shall in writing notify the other of its election to terminate this Agreement. Upon delivery of such notice, this Agreement shall then expire as of April 30th of the 5th year of the 5 year term in concern.

(3) Responsibilities of Administrative District. All employees directly responsible for NWSRA programs shall be placed on the payroll of the DISTRICT, and all such employees shall be entitled to the same group health and retirement benefit programs and other fringe benefits as customarily granted to other employees of the DISTRICT, provided that NWSRA shall establish the salary rates and schedules for all such employees directly responsible for NWSRA programs. NWSRA and DISTRICT may also jointly participate in various programs and endeavors as may be mutually beneficial from time to time, upon approval of their respective Boards.

(4) Reimbursement by NWSRA. NWSRA agrees to pay to DISTRICT a service fee in the amount of \$150.00 per month, plus an additional monthly fee equal to the sum of 1/2 of 1% of the monthly gross payroll of all of the said employees directly responsible for NWSRA programs, such sums, as well as reimbursement for the said monthly gross payroll by DISTRICT of such NWSRA program employees, to be paid not later than the 1st day of the second month following the month in which the services were rendered and payroll expended.

(5) Treasurer. DISTRICT shall appoint, from time to time, and with the written approval of NWSRA, a designated Treasurer who is hereby authorized to expend NWSRA funds, within the limits of the applicable NWSRA budget, and subject to the provisions of the said Joint Agreement and the By-Laws thereof. Such Treasurer may be bonded, at NWSRA's expense, to guarantee his faithful performance of his duties if required by NWSRA, as such Treasurer.

(6) Notices. All notices hereunder shall be in writing. Delivery of such notices may be by personal delivery or by U.S. certified mail, as hereinafter stated. Personal delivery to NWSRA may be had by delivery of any such notice to the Director or the President of the Board of NWSRA. Personal delivery to DISTRICT may be had by delivery of any such notice to the Director or the President of the Board of DISTRICT. Mail delivery to NWSRA shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to: _____

_____, and mail delivery to DISTRICT shall be had by mailing any such notice in a properly stamped and addressed envelope addressed to: _____

_____. Any such mail delivery shall be

deemed received by the recipient on the 2nd day subsequent to deposit of any such envelope in a proper U.S. mail receptacle for mail deposits.

DATED the date aforesaid.

NORTHWEST SPECIAL RECREATION ASSOCIATION,
An Association Of Park Districts Operating
Under A Joint Agreement, Effective May 1,
1977, As Amended

By: _____
Director

Attest: _____
Secretary
(SEAL)

ARLINGTON HEIGHTS PARK DISTRICT, A
Body Politic And Corporate

By: _____
President

Attest: _____
Secretary
(SEAL)

DEFREES & FISKE

LAW OFFICES

SUITE 1500, 72 WEST ADAMS STREET

CHICAGO 60602

May 30, 1979

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GARY SCHUMAN
JOHN M. CREEDON, JR.
JONATHAN M. MELN

Mr. Harris W. Fawell
Fawell, James & Brooks
101 N. Washington Street
Naperville, IL 60540

Dear Mr. Fawell:

We represent the Arlington Heights Park District. We have reviewed the first and second drafts of proposed agreement re appointing the Park District as the administrative district to Northwest Special Recreation Association.

The relationship between these two agencies has been excellent ever since NWSRA was established. Recently the Park Commissioners cancelled its lease with NWSRA so as to permit NWSRA's move to better quarters. At the same time the Board approved the concept of the Arlington Heights Park District acting as the administrative district for a period of five years, with automatic renewals, but did not approve the agreement itself.

As we both know, paragraph 11 of the Articles of Agreement between the 14 park districts provides that one of the member districts is to act as the administrative district for a one-year term. We are advised that you are in the process of redrafting the Articles of Agreement, and the new articles will cover the five-year term. It would be presumptuous on the part of both agencies to enter into such an agreement prior to the approval of the amendment of the Articles of Agreement by the other districts.

We believe there is a more serious problem with the five-year term because of the language of §8-10. 2, entitled Joint Recreational Programs for Handicapped, of the Park District Code. That section provides that the Articles of Agreement between the various park districts is limited to a period "not to exceed three years." If the

Mr. Harris W. Fawell
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agreement as to the administrative district were for a term of five years, it could be challenged on grounds of lack of authority since it would extend beyond the basic three-year agreement between the 14 districts. Perhaps the administrative district's term should coincide with the term of the Articles of Agreement.

We have made our comments as to your second draft of agreement on the face of the agreement. Because of the headings and the nature of the subject matter, we felt that compensation and reimbursement for the payroll services (§3 and 4) should be separated from the other joint programs and services rendered by the two agencies. (§5, back of p. 3). Kevin Kendrigan has described these other services quite well. A copy of his memo dated April 30, 1979, is enclosed.

Our comments on NWSRA Treasurer's bond arose from the broad language found in the proposed agreement and also in the current Articles of Agreement which states that the Treasurer "is hereby authorized to expend NWSRA funds." We are now advised that any funds expended by the Treasurer is subject to the co-signatures of officers of NWSRA; consequently, our concern for a Treasurer's bond is much less.

I will be happy to discuss the above at any time and cooperate with you in obtaining a final contract, the end result that we all desire.

Very truly yours,

Charles K. Bobinette

,CKB:vk

Enclosures