

**AMENDED AND RESTATED JOINT AGREEMENT
FOR
FOX VALLEY SPECIAL RECREATION ASSOCIATION**
August __, 2017

I. NAME

This organization shall be known as the FOX VALLEY SPECIAL RECREATION ASSOCIATION, hereinafter referred to as "FVSRA" or as the "Association". The parties to this Agreement are as follows:

FOX VALLEY PARK DISTRICT (1976)
GENEVA PARK DISTRICT (1976)
ST. CHARLES PARK DISTRICT (1976)
BATAVIA PARK DISTRICT (1984)
OSWEGOLAND PARK DISTRICT (July 1, 2004)
SUGAR GROVE PARK DISTRICT (January 1, 2005)
VILLAGE OF SOUTH ELGIN (October 22, 2007)

Other Park Districts and Municipalities (hereinafter "Districts") may be admitted from time to time to membership in this Association upon such conditions as the Board of Directors of the Association may specify, and upon approval of such admission to membership by all FVSRA member Districts.

II. PURPOSE

The purposes of this Association shall be to provide for the establishment, maintenance and management of joint recreation programs and services for persons with disabilities of all the participating Districts; to support inclusion services; and for the evaluation and retrofitting of park and recreation facilities used or usable in joint programs and/or to make new park and recreation facilities universally accessible.

III. AUTHORITY

This Agreement is entered into pursuant to the authority of Article 7, Section 1 of the Constitution of Illinois 1970, Sections 5-8 and 8-10b of *The Park District Code*, 70 ILCS 1205/5-8 and 1205/8-10b (1998), and Section 11-95-14 of *The Municipal Code*, 65 ILCS 5/11/-95-14 (1998), and is to be governed by the provisions therein and any other constitutional and statutory provisions which now or hereafter affect Districts in so contracting.

EXHIBIT B

IV. ORGANIZATION AND FUNCTION

A. Board of Directors

1. The Association shall be governed by a Board of Directors (“Board”) which shall consist of one member appointed by each of the participating Districts. Each year before the Association’s annual meeting, each participating District shall designate in writing to the FVSRA Secretary the name of the individual who shall serve as its member on the Board of Directors. Each District may in the same manner designate another individual to serve as an alternate member with voting power on its behalf when its regular member is unable to attend a FVSRA Board or committee meeting.
2. The Board shall establish policies to govern the operation of the Association, and shall approve all budgets, expenditures, overall programming, master plans, business plans, and capital improvement plans of the Association.
3. Regular meetings of the Board shall be held in accordance with a written schedule of which public notice is given pursuant to the *Open Meetings Act*. An agenda for each regular meeting shall be posted at the principal office of FVSRA and at the location where the meeting is to be held at least 48 hours in advance of the meeting, and shall be posted on the FVSRA website. Special meetings of the Board may be held upon call of the Chairman or any two members, upon written notice to each Board member delivered in person not less than five days, or sent by U.S. mail not less than seven days, prior to such special meeting. All meetings of the Board shall be called and conducted in accordance with the additional requirements of the *Illinois Open Meetings Act, 5 ILCS 120/1 et seq.*, including its requirements that public notice of any special, non-emergency meeting be given at least 48 hours before such meeting, and that such notice shall include the agenda for the special meeting.

4. A quorum for all meetings shall consist of 51% of the designated members of the Board. Each designated member appointed from each District shall have one vote.
5. An affirmative vote of a majority of the members of the Board present at a duly called meeting at which a quorum is present shall be required for Board action, unless otherwise herein stated.
6. An affirmative vote of two-thirds of all of the members of the Board shall be required for the following propositions before the same will be deemed passed:
 - a. Annual Association budget.
 - b. Master plan for physical facilities.
 - c. Selection of Executive Director.
 - d. Acquisition or sale of real property.
7. The Board shall elect biannually from its membership, at the first meeting of the Fiscal Year, a Chairman, Vice-Chairman, and Secretary to serve for a period of two years, or until such time as the successor for a particular office is duly elected. The Vice-Chairman shall act as Chairman in the absence of the Chairman. The Chairman, Vice-Chairman, and Secretary of the Board of Directors shall be elected on a rotating basis to permit fair representation from the respective Districts. A District may waive its right to rotation prior to nominations, but only on a biannual basis. A Treasurer for the Association shall annually be appointed by majority vote of the Board, after the election of the Chairman, Vice-Chairman, and Secretary.
8. The Board, within the provisions of the budget, shall review and approve the Executive Director's recommendations regarding the number of recreation leaders and other personnel necessary to the operation of programs for persons with disabilities which are conducted by the Association.
9. The Board may request each District to make its park and recreation facility space, equipment, and transportation vehicles available to FVSRA

on a no-charge cooperative basis for the participants included in programs conducted by the Association, taking into account the needs, demands, and prior programming of the member Districts and FVSRA. Charges by the cooperating District may be made in the event that FVSRA's use of facilities or equipment causes extraordinary expense to such District.

10. The Board shall approve all contracts, including leases, that are entered into by the Association which involve expenditures exceeding \$5,000 and/or which have a term of more than one year. Leases having a term in excess of one year must additionally be approved by two-thirds of the member Districts. Approval of all contracts shall be in accordance with State statutes applicable to the individual Districts which are parties to this Agreement.

B. Administrative Functions

1. The Board of Directors may, at its discretion, designate a member District which consents to such designation to act as administrative agency for the FVSRA, or may enter into written agreements with one or more member Districts as necessary or useful to carry out administrative functions of the Association.
2. If no member District is designated to act as administrative agency, the FVSRA through its Executive Director employed by and reporting to the Board shall be responsible to carry out administrative functions of the Association, except insofar as the Board contracts with a member District or Districts to perform such functions. The member Districts shall assist the FVSRA in all matters as needed and mutually agreeable.
3. An annual independent audit of the FVSRA shall be prepared and submitted to each member District.

C. The Executive Director

1. The Executive Director ("Director") shall be selected by the Board and shall be directly responsible to the Board.

2. The scope and the limits of the Director's duties, responsibilities and authority with respect to the member Districts, shall be defined by the Board.

V. ANNUAL BUDGET AND ASSESSMENTS

A. Annual Budget

1. The Fiscal Year of the Association shall begin on May 1 of each year and shall end on April 30 of the following year.
2. The Board shall be responsible for establishing, by two-thirds vote of its members as provided in Part IV.A.6. above, an annual budget for the Association which sets out total anticipated expenditures for FVSRA programs and operations in the ensuing Fiscal Year (“Budgeted Expenditures”).

B. Assessments

1. Each member District shall be responsible to pay an annual share of the Budgeted Expenditures of the Association, based on the formula set out in Part V.B.2. below. FVSRA shall notify each District of the amount of its annual share for the ensuing Fiscal Year on or before October 1 of each year. Each District shall use its best efforts to remit payment of fifty percent (50%) of such annual share to FVSRA within 10 days of the District’s receipt of pertinent tax collection disbursements from its county treasurer / collector(s).
2. The respective annual shares of the member Districts shall be computed by first adding together the most recent ascertainable equalized assessed valuations (EAVs) of all member Districts, and then dividing the total amount of Budgeted Expenditures by the totaled EAVs of the member Districts to yield the estimated tax rate needed to produce revenues required to fund Budgeted Expenditures. This rate shall then be applied to the EAV of each District individually to determine the amount of its annual share; provided, however, that in no event shall a District’s annual

share exceed an amount equal to the product of its most recent ascertainable EAV times a tax rate of .04%.

VI. ACQUISITION OF REAL PROPERTY; RELATED ANNUAL ASSESSMENTS

A. Agreements for Acquisition or Sale of Real Property

1. FVSRA 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.
2. Such agreements shall require approval by 2/3 vote of the entire FVSRA Board of Directors, and ratification by majority vote of each member District Board.

B. Annual Real Property Acquisition Assessment

1. Each member District shall remain obligated to pay its annual proportionate share of FVSRA's cost of or indebtedness associated with financing the acquisition of real property or an interest therein (hereinafter "annual real property acquisition assessment") until such cost or indebtedness has been fully paid and retired.
2. The amount of each member District's annual real property acquisition assessment shall equal the same percentage of FVSRA's total annual cost or indebtedness associated with financing such acquisition, as that member District's annual assessment under Article V.B.2. above represents of the total of all member District annual assessments to FVSRA in the year in which the financing was obtained.

C. Application for Tax Exemption

FVSRA, 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.

D. Use of Proceeds from Sale of Real Property

In the event that real property in which FVSRA has an ownership interest is sold, the net sale proceeds attributable to FVSRA's ownership interest may be used for any of the following purposes or combination thereof, as such use is determined

by a 2/3 vote of the entire FVSRA Board of Directors and ratified by majority vote of each member District Board: 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.

VII. PARTICIPATION IN ILLINOIS MUNICIPAL RETIREMENT FUND

In order to fund retirement plans and related benefits to eligible employees of the Fox Valley Special Recreation Association, the FVSRA shall participate in the Illinois Municipal Retirement Fund (IMRF). The effective date of IMRF participation shall be July 1, 2004.

VIII. TERMINATION OF MEMBERSHIP

A. Voluntary Withdrawal

Any member District may withdraw from the FVSRA by notifying the Board in writing on or before the first day of February, 15 months prior to the effective withdrawal date. The effective withdrawal date shall be the final day (April 30) of the following Fiscal Year. All liability of that member District shall cease at the effective withdrawal date, except that the withdrawing District shall remain responsible to pay an annual share of subsequent Budgeted Expenditures for repayment or satisfaction of long-term obligations incurred by or on behalf of FVSRA prior to the effective date of withdrawal. The withdrawing District shall be responsible for such subsequent Budgeted Expenditures in each pertinent year in the percentage equating with the withdrawing District's percentage share of total Budgeted Expenditures during its last year of FVSRA membership. A District which voluntarily withdraws from membership shall have no claim against, right to or interest in any capital improvements, real property or other assets of FVSRA.

B. Involuntary Removal

If any member District continues to refuse to provide reasonable use of facilities for FVSRA programs, or fails to make any payments as and when provided by Article V of this Agreement, or violates any other provision of the Agreement, such offending District may be removed from membership in the Association, as follows:

Upon approval of a majority of the Board, a written notice shall be forwarded to the offending District specifying in detail the items which the Board deems sufficient cause to justify removal from the Association. The notice shall specify a reasonable period of time in which such items are to be corrected or appropriate corrective steps are to be taken. Should the offending District fail to take steps to the satisfaction of the Board within said reasonable time, a special meeting of the Board shall be called at which time the matter shall be discussed for action. At least ten working days' written notice of the time and place of such hearing shall be given to the offending District, by certified mail, addressed and directed to such District's main office and to the residence address of its presiding officer. The offending District shall be permitted to appear and to submit reasons why it should not be removed from membership. A vote of two-thirds of the members of the Board shall be required to terminate the membership of a District. This vote must be ratified by a vote of two-thirds of the member Districts. Removal from membership hereunder shall not relieve the offending District of obligations incurred during participation and such removal shall become effective as provided in the resolution terminating membership. A District which is removed from membership shall have no claim against, right to or interest in any capital improvements, real property or other assets of FVSRA.

IX. TERMINATION OF AGREEMENT

In the event that withdrawals from membership in the FVSRA occur such that there no longer remain at least two member Districts to operate under this Agreement, or in the event that the FVSRA Board votes unanimously to dissolve the Association, then this Agreement shall be deemed terminated and the assets of the Association shall be

distributed to some other joint agreement association operating and organized under the authority of the statutes cited in Part III above. Alternatively, the Board may elect to distribute such assets among the Districts which were members of the FVSRA immediately prior to such termination, in accordance with an equitable distribution formula as determined by two-thirds vote of the entire FVSRA Board as constituted immediately prior to such termination. However, in no event shall any distribution of assets be made until all of the debts and liabilities of the Association have been paid, satisfied or discharged, or other adequate provision therefor acceptable to all creditors shall have been made.

X. AMENDMENT OF AGREEMENT

This Agreement may be amended by approval of such amendment by two thirds of all of the member Districts, evidenced by transmittal to the Secretary of the FVSRA of a certified copy of minutes of the meeting of each member District's governing board reflecting such approving action.

XI. EFFECTIVE DATE

This Amended Agreement shall become effective upon the date as of which the governing bodies of all member Districts have taken approving action hereon, in accordance with the provision of Article X of the 2010 Amended and Restated Joint Agreement which has heretofore required approval of amendments by all of the member Districts.

APPROVED THIS ____ day of _____, 20____.

Fox Valley Park District

By: _____
President

ATTEST:

Secretary

(SEAL)

St. Charles Park District

By: _____
President

ATTEST:

Secretary

(SEAL)

Geneva Park District

By: _____
President

ATTEST:

Secretary

(SEAL)

Batavia Park District

By: _____
President

ATTEST:

Secretary

(SEAL)

Oswegoland Park District

By: _____
President

ATTEST:

Secretary

(SEAL)

Sugar Grove Park District

By: _____
President

ATTEST:

Secretary

SEAL)

Village of South Elgin

By: _____
President

ATTEST:

Secretary

(SEAL)

AMENDED: _____, 20