

ARTICLES OF AGREEMENT
NORTHWEST SPECIAL RECREATION ASSOCIATION

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

Other park districts may be admitted to membership upon such terms and conditons 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 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. Renewal of Agreement. The term of this agreement may be renewed for successive three year terms upon adoption of a Resolution so stating by the respective governing Boards of not less than two of the Member Districts. Any such Resolution approving a renewal of this Agreement shall be adopted by the Member District approving such renewal no later than 13 months preceding the date of expiration of the three year term in concern. Failure of a Member District to renew this agreement shall not affect the continuation of this agreement as to other Member Districts so long as at least two of the Member Districts shall continue as Members hereunder. A failure of a Member District to pass any such Resolution approving a renewal of this agreement prior to the said deadline shall, as to any such Member District, be deemed as a voluntary withdrawal as a Member District hereunder, effective as of April 30th of the next ensuing fiscal year, unless an extension of any such deadline to a date certain shall have been otherwise granted prior to such deadline by the Board of Trustees. Any such extension of any such deadline may be withdrawn by the Board of Trustees at any time and may not be extended in any event to beyond the said April 30th date. Withdrawal of such extension, or the expiration of any such extension deadline, with such Member District not having renewed this agreement,

shall be deemed as a voluntary withdrawal of such Member District as a Member under this agreement, effective as of April 30th of the next ensuing fiscal year.

7. 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 ~~within their respective communities~~. 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.

8. The Board of Trustees may establish from time to time fees for the handicapped who are participating in the NWSRA's programs.

9. The Board of Trustees may obtain funds from other organizations in accordance with Section ~~11-1-9~~ 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.

10. 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.

11. Administrative District. One Member District shall with its consent be designated by the Board of Trustees as the Administrative District with the following responsibilities:

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 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} ~~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} ~~NWSRA~~ and the Administrative District.

12. 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;

(d) the net amount deemed necessary to be contributed by each Member District ("annual assessment") for such fiscal year, by applying the said percentage of each Member District to the said "total annual assessment";

(e) utilizing updated assessed valuation figures for the previous fiscal year, a recomputation of the previous fiscal year's said percentage of assessed valuation for each Member District and, based thereon, an adjusted annual assessment for each Member District for said previous fiscal year ("adjusted previous year annual assessment");

(f) the adjusted annual assessment due from each Member District for the fiscal year being considered, with adjustment of each Member District's said annual assessment for such fiscal year with a credit or debit, as the case may be, based upon the amount of the adjusted previous fiscal year annual assessment for each Member District.

B. Each Member District shall provide the Board of Trustees pertaining to the cooperative program for the handicapped within 30 days following its with a certified copy of their tax levy/ each year, ~~which evidences adoption of such Member District's levy of the said adjusted annual assessment for the fiscal year to which such levy pertains; provided this requirement may be waived by the unanimous consent of all members of the Board of Trustees.~~

C. Notwithstanding the foregoing, the amount of the adjusted 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.

13. Voluntary Or Involuntary Withdrawal Of Member District.

A. Voluntary Withdrawal: Notwithstanding anything to the contrary, any Member District may voluntarily withdraw from this Joint Agreement by so notifying the Board of Trustees of its decision in writing by no later than 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.

14. The fiscal year of NWSRA shall begin May first and end April thirtieth.

~~15. This agreement may be amended by 2/3rds majority of the Member Districts.~~

15. Dissolution Caused By Failure To Renew Agreement Or By Withdrawals Of Member Districts.

In the event that the term of these Articles of Agreement shall hereafter expire because of the failure of at least two of the Member Districts to renew this agreement, or in the event 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 to some other Association operating and organized under the authority of Sec. 8-10.2 of "The Park District Code," as amended (Sec. 8-10.2, ch. 105, Ill. Rev. Stat., 1977) or, alternatively, the Board of Trustees may choose to distribute such assets 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 the Board of Trustees as constituted immediately prior to such termination occurring. In no event, however, shall any such distribution of assets be made until all of the debts and liabilities of the Association shall be first paid, satisfied or discharged or adequate provision acceptable to all creditors otherwise be made therefore.

16. Assignment... be terms of these Articles of Agreement...

Re-word →

17. Term... shall extend for a term ending on April 30, 1980.

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)

ELA GROVE PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary
(SEAL)

HANOVER PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary
(SEAL)

HANOVER SQUARE PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary
(SEAL)

WILMINGTON PARK DISTRICT

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: _____
Secretary
(SEAL)

RIVER TRAILS PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary
(SEAL)

ROLLING MEADOWS PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary
(SEAL)

SALT CREEK RURAL PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary
(SEAL)

SCHAUMBURG PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

STREAMWOOD PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

WHEELING PARK DISTRICT

By: _____
Its President

Attest: _____
Secretary

(SEAL)

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Commissioners of PALATINE PARK DISTRICT, Cook County, Illinois, adopted at a public meeting of said Board of Commissioners on the 22nd day of March, 1977, the following resolution:

WHEREAS, the PALATINE PARK DISTRICT, Cook County, Illinois, is a duly organized park district and is now operating under the provisions of "The Park District Code" of the State of Illinois approved July 8, 1947, as amended (Ill. Rev. Stat., CH 105, Section 101 et seq.); and

WHEREAS said park district has entered into a joint agreement with certain other park districts to provide recreational programs for the handicapped and is authorized to levy and collect annually a tax of not to exceed .02% of the value, as equalized or assessed by the Department of Local Government Affairs of all taxable property in said park district for the purpose of funding said district's share of the expense of providing such programs under said joint agreement, all as authorized and provided for in Sections 8-10(b) and 5-8 of "The Park District Code," as amended; and

WHEREAS it has heretofore been and it is hereby determined that it is necessary that said park district levy such a tax for joint recreational programs for the handicapped.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the PALATINE PARK DISTRICT, Cook County, Illinois, as follows:

SECTION 1. That the PALATINE PARK DISTRICT shall levy a tax of .0069% of the value of all the taxable property in said district and as equalized or assessed by the Department of Local Government Affairs for the purpose of funding said district's share of the expenses of providing recreational programs for the handicapped under a joint agreement

entered into with certain other park districts and as provided and authorized in Sections 8-10(b) and 5-8 of "The Park District Code" as amended.

SECTION 2. That said tax shall be levied and collected without holding an election unless a Petition is filed with said PALATINE PARK DISTRICT containing the required number of valid signatures within 30 days following the publication of this Resolution in a newspaper of general circulation within said park district.

SECTION 3. That this Resolution shall be published once in the The Palatine Herald, a newspaper published and having a general circulation in said park district within 15 days after the adoption of this Resolution by its Board of Park Commissioners.

DATED at Palatine, Illinois, this 22nd day of March, 1977.

Secretary
Board of Commissioners
PALATINE Park District

Published in the _____.

RESOLUTION Approving Amendments
To Articles Of Agreement Of NWSRA

WHEREAS, various amendments to the Articles of Agreement of the Northwest Special Recreation Association ("NWSRA"), including the By-Laws thereof which form an integral part of said Articles of Agreement, have been approved by the Board of Trustees of NWSRA, and said amendments are being forwarded to the various Member Districts of NWSRA for the approvals of said Member Districts; and

WHEREAS, this Park Board has reviewed the amendments to said Articles of Agreement, and the attached By-Laws thereto, all as attached hereto as "Exhibit A," and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of the _____ Park District, as follows:

Section 1: The amendments to the said Articles of Agreement and the By-Laws of the Northwest Special Recreation Association (NWSRA), of which this Park District is a Member District, all as set forth in the revised form of said Articles of Agreement and said By-Laws, are hereby approved by this Park District.

Section 2: That a copy of this Resolution shall be forwarded to the Director of NWSRA.

DATED this _____ day of _____, 1979.

President, Park Board

ATTEST:

Secretary

(SEAL)