

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.

WITNESSETH:

WHEREAS:

A. The park districts party to this agreement (Member Districts) desire to provide recreational programs for the handicapped, within their districts and to share the expenses of such programs on a cooperative basis; and

B. Member Districts are authorized to enter into this agreement by Section 8-10.2 of The Park District Code and by the Inter-Governmental Cooperation Act of the State of Illinois.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. For the purpose of this agreement, Member Districts shall be known collectively as NORTHWEST SPECIAL RECREATION ASSOCIATION (NWSRA).

2. The purpose of NWSRA shall be to provide special recreation programs for the physically handicapped and mentally handicapped in need of special programs, whether the need is of a temporary or more permanent nature.

3. Member Districts in this program are:

ARLINGTON HEIGHTS PARK DISTRICT

BUFFALO GROVE PARK DISTRICT

ELK GROVE PARK DISTRICT

HANOVER PARK DISTRICT

HOFFMAN ESTATES PARK DISTRICT

MOUNT PROSPECT PARK DISTRICT

WHEELING PARK DISTRICT

PALATINE PARK DISTRICT

PROSPECT HEIGHTS PARK DISTRICT

RIVER TRAILS PARK DISTRICT

ROLLING MEADOWS PARK DISTRICT

SALT CREEK RURAL PARK DISTRICT

SCHAUMBURG PARK DISTRICT

STREAMWOOD PARK DISTRICT

Other park districts may be admitted to membership upon such terms and conditions as determined by the Board of Trustees of NWSRA.

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.

6. <sup>New</sup> Subject to the other terms and conditions of this agreement, this agreement shall remain in effect for a period of three (3) years from its effective date but may be renewed from time to time thereafter, Unanimous approval of Member Districts.

7. Member Districts, upon request of the Director or N.W.S.R.A., shall make available to N.W.S.R.A. from time to time, its recreational areas, equipment and transportation facilities, on a cooperative basis, but subject to the needs and demands of the Member District, including the assessment by the Member District upon NWSRA of reasonable extraordinary costs incurred as a direct result of NWSRA use.

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

9. The Board of Trustees of NWSRA may obtain funds from other organizations in accordance with Sec. 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 of NWSRA.

11. Each year 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 NWSRA 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 cost relating to NWSRA including, but not limited to payroll, Payroll processing, group health insurance, expendable supplies, and reasonable sums for Storage and handling of additional employee records.

2. The Board of Trustees, for each fiscal year, shall determine the net amount deemed necessary to defray all necessary expenses and liabilities of NWSRA (Budget); (b) determine the most recently available accurate total value of taxable property of all Member Districts and of each Member District as equalized; (c) determine the percentage of each Member Districts equalized assessed valuation of the total equalized assessed valuation of all Member Districts, ~~and~~; (d) apply the resulting percentage of the separate equalized assessed valuation of each Member District to the budget to compute the annual assessment of each Member District. <sup>(e)</sup> <sup>f</sup>

A. Member Districts shall be notified in writing, from the Board of Trustees of NWSRA, not later than 13 months prior to the start of each Fiscal Year:

- a) a statement indicating the maximum rate not be exceeded by the Association
- b) a statement of the net amount determined necessary to defray all necessary expenses and liabilities of NWSRA for such fiscal year;
- c) a statement setting forth the latest known valuation of each member district and the total assessed valuation of the aggregate of the member districts, as equalized;
- d) a statement setting forth the percentage of each member district's equalized assessed valuation of the total equalized assessed valuation of all member districts; ~~and~~
- e) a statement setting forth the share of the net amount determined necessary to defray all necessary expenses of NWSRA for the coming fiscal year, which must be borne by each member district.

B. Each District shall provide the Board of Trustees of NWSRA a copy of their tax levy that is pertaining to the tax for the cooperative program for the handicapped.

C. Notwithstanding the foregoing, the amount of contribution to NWSRA by Member Districts shall not be effective until approval by a two-thirds 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. A. Notwithstanding anything to the contrary, any Member District may voluntarily withdraw from NWSRA by notifying the Board of Trustees of NWSRA in writing by no later than February 1st of any fiscal year and in such event said voluntary withdrawal shall be effective

April 30th of such fiscal year. Any and all liability and privileges of the withdrawing Member District shall cease as of April 30th of that fiscal year except for liabilities incurred prior to said April 30th.

B. If any Member District refuses to provide use of its facilities for NWSRA programs, subject to the needs and demand of the Member District or, fails to make any payments as agreed upon under this agreement or is in default of any other provisions of this agreement, such Member District's membership in NWSRA may be terminated as follows:

The Board of Trustees of NWSRA shall give written notice to the defaulting Member District which notice shall specify the ground for termination and shall set a date certain and time for hearing as to the proposed termination. The defaulting Member District shall be permitted to appear and submit reasons why it should not be removed from membership. Upon affirmative vote of 2/3rds of the Board of Trustees of NWSRA a defaulting Member District may be removed from membership. Such removal shall not become effective, however, until April Thirtieth of the Fiscal Year of removal and the defaulting Member District shall continue to be responsible for any and all liabilities incurred under this agreement up until said date.

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

15. This agreement may be amended by two-thirds majority of the Member Districts.

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

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:

\_\_\_\_\_

Its Secretary

BUFFALO GROVE PARK DISTRICT

By: \_\_\_\_\_

Its President

Attest:

\_\_\_\_\_

Its Secretary

SALT CREEK RURAL PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

SCHAUMBURG PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

WHEELING PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

*X two copies  
beginners  
in hope*

SALT CREEK RURAL PARK DISTRICT

By: \_\_\_\_\_

Its President

Attest:

\_\_\_\_\_

Its Secretary

SCHAUMBURG PARK DISTRICT

By: \_\_\_\_\_

Its President

Attest:

\_\_\_\_\_

Its Secretary

WHEELING PARK DISTRICT

By: \_\_\_\_\_

Its President

Attest:

\_\_\_\_\_

Its Secretary

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ARLINGTON HEIGHTS PARK DISTRICT

By: \_\_\_\_\_

*Lloyd W. Meyer*  
Its President

Attest:

*Thomas Hunter*  
Its Secretary

BUFFALO GROVE PARK DISTRICT

By: \_\_\_\_\_

Its President

Attest:

\_\_\_\_\_  
Its Secretary

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ARLINGTON HEIGHTS PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

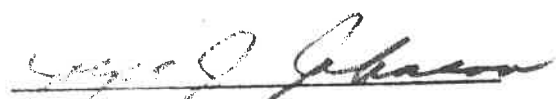
\_\_\_\_\_  
Its Secretary

BUFFALO GROVE PARK DISTRICT

By:   
Its President

Attest:

Dated: March 24, 1977

  
The Secretary



ELK GROVE PARK DISTRICT

By: Edmund R. Sauer  
Its President

Attest:

Jean E. Brennan  
Its Secretary

HANOVER PARK PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

HOFFMAN ESTATES PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

MOUNT PROSPECT PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

PALATINE PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

PROSPECT HEIGHTS PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

RIVER TRAILS PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

ROLLING MEADOWS PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

ELK GROVE PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

HANOVER PARK PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

HOFFMAN ESTATES PARK DISTRICT

By: George B. Rush  
Its President

Attest:

Allen Burton  
Its Secretary

Its Secretary

MOUNT PROSPECT PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

PALATINE PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

PROSPECT HEIGHTS PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

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Its Secretary

RIVER TRAILS PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

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Its Secretary

ROLLING MEADOWS PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

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Its Secretary

ELK GROVE PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

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Its Secretary

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Attest:

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Its Secretary

Attest:

Walter O. Bink  
Its Secretary

Attest:

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Its Secretary

Attest:

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Its Secretary

Attest:

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Its Secretary

HANOVER PARK DISTRICT

By: \_\_\_\_\_  
Its President

HOFFMAN ESTATES PARK DISTRICT

By: \_\_\_\_\_  
Its President

MOUNT PROSPECT PARK DISTRICT

By: \_\_\_\_\_  
Its President

PALATINE PARK DISTRICT

By: W. O. Deane  
Its President

PROSPECT HEIGHTS PARK DISTRICT

By: \_\_\_\_\_  
Its President

RIVER TRAILS PARK DISTRICT

By: \_\_\_\_\_  
Its President

ROLLING MEADOWS PARK DISTRICT

By: \_\_\_\_\_  
Its President

ELK GROVE PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

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Its Secretary

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Attest:

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Its Secretary

Attest:

*Rosemary C Roth*  
\_\_\_\_\_  
Its Secretary

Attest:

\_\_\_\_\_  
Its Secretary

Attest:

\_\_\_\_\_  
Its Secretary

HANOVER PARK DISTRICT

By: \_\_\_\_\_  
Its President

HOFFMAN ESTATES PARK DISTRICT

By: \_\_\_\_\_  
Its President

MOUNT PROSPECT PARK DISTRICT

By: \_\_\_\_\_  
Its President

PALATINE PARK DISTRICT

By: \_\_\_\_\_  
Its President

PROSPECT HEIGHTS PARK DISTRICT

By: *Joseph E. Leonard*  
\_\_\_\_\_  
Its President

RIVER TRAILS PARK DISTRICT

By: \_\_\_\_\_  
Its President

ROLLING MEADOWS PARK DISTRICT

By: \_\_\_\_\_  
Its President

ELK GROVE PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

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Its Secretary

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Attest:

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Its Secretary

Attest:

Cindy A. Sympson

Its Secretary

Attest:

\_\_\_\_\_  
Its Secretary

HANOVER PARK PARK DISTRICT

By: \_\_\_\_\_  
Its President

HOFFMAN ESTATES PARK DISTRICT

By: \_\_\_\_\_  
Its President

MOUNT PROSPECT PARK DISTRICT

By: \_\_\_\_\_  
Its President

PALATINE PARK DISTRICT

By: \_\_\_\_\_  
Its President

PROSPECT HEIGHTS PARK DISTRICT

By: \_\_\_\_\_  
Its President

RIVER TRAILS PARK DISTRICT

By: George S. Meier  
Its President

ROLLING MEADOWS PARK DISTRICT

By: \_\_\_\_\_  
Its President

ELK GROVE PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

HANOVER PARK PARK DISTRICT

By: \_\_\_\_\_  
Its President

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Its Secretary

HOFFMAN ESTATES PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

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Its Secretary

MOUNT PROSPECT PARK DISTRICT

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Its President

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Its Secretary

PALATINE PARK DISTRICT

By: \_\_\_\_\_  
Its President

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Its Secretary

PROSPECT HEIGHTS PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

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Its Secretary

RIVER TRAILS PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

ROLLING MEADOWS PARK DISTRICT


By: *[Signature]*  
Its President

Attest:

*[Signature]*

Its Secretary

SALT CREEK RURAL PARK DISTRICT

By:   
Its President

Attest:

  
Its Secretary

SCHAUMBURG PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Its Secretary

WHEELING PARK DISTRICT

By: \_\_\_\_\_  
Its President

Attest:

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Its Secretary

Attest:

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Its Secretary

Attest:

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Its Secretary

Attest:

\_\_\_\_\_

Its Secretary

Attest:

Lowella L. Biddy  
Its Secretary

By: \_\_\_\_\_

Its President

SCHAUMBURG PARK DISTRICT

By: \_\_\_\_\_

Its President

WHEELING PARK DISTRICT

By: \_\_\_\_\_

Its President

STREAMWOOD PARK DISTRICT

By: Promi S. Hatters

Its President