

Revised January 1, 2002

**ARTICLES OF AGREEMENT
NORTHWEST SPECIAL RECREATION ASSOCIATION,
AS AMENDED**

ARTICLES OF AGREEMENT between certain duly organized and operating park districts under the provisions of an Act of the General Assembly of the State of Illinois known as the "Park District Code" approved July 8, 1947 as amended by Act approved May 17, 1952 and all laws amendatory thereof and supplementary thereto:

WITNESSETH:

WHEREAS:

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

2. The purpose of the NWSRA shall be to provide special recreation programs for individuals experiencing a disabling condition desiring special programs, whether the need is of a temporary or more permanent nature.

For all purposes of this Agreement the term "programs" of the NWSRA and its individual members shall specifically include any and all requirements and provision of compliance with the Americans with Disabilities Act, 42, U.S.C., Sec. 12101, from time to time, amended, or as may be otherwise interpreted by orders of court.

3. Member Districts in this program are:

cause the Treasurer of NWSRA and all personnel who handle money to be bonded in an amount as determined by the Board of Trustees.

10. Administrative District. One Member District may, with its consent, be designated by the Board of Trustees as the Administrative District with the hereinafter-stated responsibilities. In the absence of a designated Administrative District to act hereunder, NWSRA shall become the employer of all of its employees. In the absence of an Administrative District, the Board of Trustees shall appoint the Treasurer. In the event the Board of Trustees shall appoint a Member District to serve as the Administrative District hereunder, subpars. A and B shall become operative.

A. All employees directly responsible for NWSRA programs shall be on the payroll of the Administrative District. 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 Amended By-Laws.

The Administrative District shall be reimbursed by NWSRA, on a monthly basis for all Administrative District costs relating to NWSRA activities, including, but not limited to, payroll, payroll processing, group health insurance, expendable supplies and reasonable sums for storage and handling of additional employee records.

The appointment of an Administrative District shall require a 2/3rd vote of the Board of Trustees present and voting. The term of appointment of such Administrative District shall be for a maximum of 5 years, unless, in the discretion of the Board of Trustees it is not possible to secure an acceptable Administrative District for that term. A written agreement, evidencing the terms of the appointment of the Administrative District shall be entered into by NWSRA and the Administrative District.

11. Annual Assessments for Each Member District.

A. The base formula for Member District assessments will be established for a three-year period.

through both Section 5.8 of the Park District Code, as well as legislative authority or limitations being placed on the individual member park districts. Notwithstanding the foregoing, the amount of the annual assessment to be contributed to NWSRA by each of the Member Districts shall not be effective until approved by two-thirds vote of the Member Districts.

D. Each Member District shall make payment of one-half of its annual assessment within 30 days of the date of NWSRA's invoice for same.

12. Acquisition of Real Property; Related Annual Assessments.

A. NWSRA may enter into agreements for the acquisition 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. Such agreements shall require approval by 2/3 vote of the entire NWSRA Board of Trustees, and ratification by 2/3 vote of the Member District Boards.

B. Each Member District shall remain obligated to pay its annual proportionate share of NWSRA's cost 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.

C. The amount of each Member District's annual real property acquisition assessment shall equal the same percentage of NWSRA's total annual cost or indebtedness associated with financing such acquisition, as that Member District's annual assessment under Article 11 above represents of the total of all Member District annual assessments to NWSRA in the year in which the financing was obtained.

D. NWSRA, 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.

E. In the event that real property in which NWSRA has an ownership interest is sold, the net sale proceeds attributable to NWSRA's ownership interest may be used for any of the following purposes or combination thereof, as such use is determined by a majority vote of the entire NWSRA Board of Trustees: 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

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 operating year of NWSRA shall begin January 1st and end December 31st.

15. Dissolution. In the event that the term of these Articles of Agreement shall hereafter expire because there should be withdrawals of Member Districts hereunder so that at least two Member Districts no longer remain to operate under the terms of this agreement, or in the event the Board of Trustees hereunder shall unanimously vote to dissolve the Association, then this agreement shall be deemed terminated and the assets of the Association shall be distributed among the Member Districts which are Members hereunder immediately prior to such termination occurring, such distribution to be in accordance with an equitable formula as determined by the unanimous vote of all members of the Board of Trustees as constituted immediately prior to such termination occurring. In no event, however, shall any such distribution of assets be made until all of the debts and liabilities of the Association shall be first paid, satisfied or discharged or adequate provision acceptable to all creditors otherwise be made therefore.

16. Amendments. The term of these Articles of Agreement may be altered, amended or repealed, or new Articles of Agreement may be adopted, by a vote of 2/3rds of the Member Districts.

17. This agreement shall become effective May 1, 1977, as amended and shall continue until dissolution occurs under the provisions of Par. 15 hereof.

PALATINE PARK DISTRICT

President

Secretary

RIVER TRAILS PARK DISTRICT

President

Secretary

SALT CREEK RURAL PARK DISTRICT

President

Secretary

STREAMWOOD PARK DISTRICT

President

Secretary

PROSPECT HEIGHTS PARK DISTRICT

President

Secretary

ROLLING MEADOWS PARK DISTRICT

President

Secretary

SCHAUMBURG PARK DISTRICT

President

Secretary

WHEELING PARK DISTRICT

President

Secretary