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TELEPHONE
AREA CODE 312
355-2101

October 25, 1979

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

Re: NWSRA Revised Articles Of Agreement

Dear Kevin:

In accordance with our office conference of October 23, 1979 I am herewith enclosing a redraft of the "Articles of Agreement Northwest Special Recreation Association, As Amended," and the "Northwest Special Recreation Association By-Laws," as well as the suggested form of the Resolution to be passed by the member park districts approving such revised Articles and By-Laws.

Please note this: We discussed the question of changing Sec. 6 of the Articles so that we no longer had to be involved in renewals of the Articles every three years because of the passage of HB 1028. Upon reflection, I have decided to recommend the whole deletion of Sec. 6. Sec. 6 deals only with the mode of renewal of the Agreement because of the former requirement of Sec. 8-10b of The Park District Code which called for a termination date of joint agreements created thereunder. As we discussed, the limit to such joint agreements of a three year period has now been removed (effective Jan. 1, 1979) and, therefore, whether the revised Articles are signed now or after January 1, 1980, I cannot see any reason to insert clauses as to a three year termination date. Accordingly, I have wholly deleted said Sec. 6 and amended former Sec. 16 (dealing with Dissolutions) so as to also remove reference to dissolution occurring by reason of the failure of member districts to "renew" the agreement. Former Sec. 18 (now Sec. 16) has also been amended to state that the agreement will continue "until dissolution occurs under the provisions of Par. 14 hereof."

The other changes, which you suggested, are all incorporated, I believe. If there are any further questions, please call.

My best regards,

FAWELL, JAMES AND BROOKS

HWF:1ss
enclosures a/s


HARRIS W. FAWELL

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October 26, 1979

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

Re: NWSRA Revised Articles Of Agreement

Dear Kevin:


In accordance with our most recent telephone conversation, I am herewith setting forth a suggested new second paragraph of Sec. 10 B (page 3). I do not like the present wording in that it seems to leave "open ended" the question of NWSRA having to pay all of the administrative district costs in reference to costs relating to NWSRA activities "including, but not limited to," etc. I would suggest, regardless of how the matter of the self-insurance issue turns out, that the wording hereinafter set forth should be inserted in lieu of the said second paragraph of Sec. 10 B.

The suggested new wording is as follows, to-wit:

NWSRA shall pay to the Administrative District, on a monthly basis, an agreed upon fee in consideration of the Administrative District acting as such Administrative District under the authority of this Agreement, and in consideration for the costs and expenses attributable to the Administrative District resultant from its acceptance of NWSRA personnel as employees of the Administrative District.

Yours very truly,

FAWELL, JAMES AND BROOKS



HARRIS W. FAWELL

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