

**SOUTHWESTERN ILLINOIS SPECIAL RECREATION ASSOCIATION
ARTICLES OF AGREEMENT**

Articles of agreement between certain duly organized and operating park districts and municipalities pursuant to the provisions of “The Park District Code” and “The Illinois Municipal Code”.

WITNESSETH:

WHEREAS:

- A. The public agencies which are parties to this agreement (hereinafter called “Members”) desire to provide recreational programs for persons within their community with mental and physical disabilities and to share the expense of such programs on a cooperative basis; and
- B. Members are authorized to enter into this agreement by Section 8-10b of the Park District Code and Sec. 11-95-14 of the Illinois Municipal Code and all laws amendatory thereof and supplementary thereto and by Article VII Section 10 of the 1970 Constitution of the State of Illinois, and by their respective corporate authorities.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. NAME

For the purpose of this agreement, Members shall be known collectively as the Southwestern Illinois Special Recreation Association. (“SWILSRA”).

II. PURPOSE

- A. The purpose of the SWILSRA shall be to provide comprehensive recreation programs for persons with disabilities.
- B. Members of Southwestern Illinois Special Recreation Association are:

Collinsville Area Recreation District	Granite City Park District
Kingsbury Park District	City of Belleville
City of Highland	City of O’Fallon
City of Alton	City of Wood River

Other agencies may be admitted to membership by obtaining the consent of a majority of the Board of Directors of SWILSRA, upon conditions precedent specified at the time of entry and execution of these Articles of Agreement and upon such other terms and conditions as may be from time to time be determined by the Board of Directors of the Southwestern Illinois SRA..

III. ORGANIZATION AND FUNCTION

A. GOVERNING BOARD

1. SWILSRA shall have a Board of Directors and a Chairman, Vice-Chairman, Secretary and Treasurer who shall be members of that Board and elected by that Board as provided in the By-Laws of SWILSRA attached hereto, made a part hereof and hereby approved by the Members.
2. Each Member agrees to reasonably make available to SWILSRA its recreation areas, equipment and transportation facilities, in recognition that SWILSRA's programs are an integral part of each Member's recreational programs. It is the intent of the Members that they shall each provide resources and assistance, such as, but not necessarily limited to, staff, time and equipment as may be reasonably considered necessary to the proper functioning of SWILSRA's programs. The degree to which each Member contributes resources and assistance shall be determined by it, giving due consideration to the needs of its own programs and the needs of SWILSRA, and no Member shall be required to equalize its expenditure of resources and assistance with that of any other Member.
3. Each Member shall be entitled to full reimbursement for any extraordinary cost incurred as a result of SWILSRA's use of said recreation areas, equipment and transportation facilities. In any case, the Board shall determine whether an expenditure is extraordinary for the purposes hereof.
4. Member personnel who handle money on behalf of SWILSRA shall be bonded in an amount as determined by the respective member.
5. The term of this Agreement is deemed non-expiring until dissolution occurs under the provision of Section III (G).
6. The Board shall secure an accounting firm to conduct the annual audit and SWILSRA shall pay any costs for the services incurred thereby. As an alternative, if SWILSRA funds are managed by a member agency, the annual audit of that member agency, which includes the SWILSRA funds, will be acceptable.

B. ANNUAL ASSESSMENTS FOR EACH MEMBER

1. The Board of Directors, not later than eight months prior to the commencement of the SWILSRA fiscal year, shall review the assessment formula and deliver to all Members the annual assessment.
2. Each member agrees to contribute an equal share contribution for the first two fiscal years of SWILSRA's operation. Such contribution is not to

exceed five thousand dollars (\$5,000.00) per member per year. Provided this requirement may be waived or altered by a majority of the members of the Board of Directors.

3. Notwithstanding the foregoing, the amount of the annual assessment to be contributed to SWILSRA by each Member shall not be effective until approved by 2/3rds vote of the Members.

C. VOLUNTARY OR INVOLUNTARY WITHDRAWAL OF MEMBERS

1. Voluntary Withdrawal: Notwithstanding anything to the contrary, any Member may voluntarily withdraw from these Articles of Agreement by so notifying the Board of Directors of its decision in writing no later than August 1st of any year and in such event said voluntary withdrawal shall be effective as of April 30th next ensuing. Any and all liability and privileges of the withdrawing Member shall cease as of said April 30th date except for liabilities incurred by SWILSRA prior to said date.
2. Involuntary withdrawal: If any Member refuses to provide use of its facilities for SWILSRA programs, subject to the needs and reasonable demands of the Members or should any Member 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 may be involuntarily declared withdrawn from membership in SWILSRA and as a party to this agreement as follows:

The Board of Directors shall give at least 10 days written notice to the allegedly defaulting Member, which notice shall specify the ground for such declaration of withdrawal and shall set a date certain and a time and place for a hearing before the Board of Directors as to the proposed declaration of involuntary withdrawal. The defaulting Member shall be permitted to appear at said hearing and to submit testimony and evidence as to why it should not be withdrawn from membership in SWILSRA and as a party to this agreement. After conclusion of said hearing and upon resolution duly passed by the affirmative votes of at least two-thirds of the members of the Board of Directors, a defaulting Member may be declared to have been involuntarily withdrawn from membership in SWILSRA and as party to this agreement. The reason or reasons for such declaration or withdrawal shall be set forth in the declaration passed by the Board of Directors. Such involuntary withdrawal shall not become effective, however, until April 30th next ensuing unless a different effective date shall be mutually agreed to by SWILSRA and the Member declared to have been withdrawn as aforesaid. In all events, such withdrawing Member shall continue to be responsible for any and all liabilities

included under this agreement until said effective date shall have arrived, at which time such withdrawing Member shall be liable only for liabilities incurred by SWILSRA prior to said effective date.

3. Upon a withdrawal of a Member as a Member under this agreement, whether voluntarily or involuntarily, such withdrawing Member shall have no further claim or right or interest whatsoever to any of the assets or properties of SWILSRA.

D. TRANSFER OF MEMBERSHIP

1. If a member of the Association transfers membership in the Association to another Park District or City in that Member's community, the responsibilities of membership shall also transfer.
2. The membership responsibilities include (a) annual payment of assessments; (b) provision of recreational areas and equipment on a no-charge basis to the SWILSRA; and (c) other responsibilities specified in these Articles of Agreement.
3. Notwithstanding anything to the contrary set forth as this Agreement, upon completion of such transfer, the former member relinquishes any claim against the Association's assets, and the former member shall have no further obligations with respect to the Association, this Agreement or otherwise, and shall be fully released therefrom.

IV. AMENDMENTS

This Agreement may be amended by the adoption of a resolution approving the proposed amendments by two-thirds of the SWILSRA Board of Directors. An Amendment may not be initiated and voted upon at the same meeting. Two thirds of the Members must also approve all amendments.

V. EFFECTIVE DATE

This initial Agreement shall become effective as of May 1, 2006.

VI. RESERVED

VIII. DISSOLUTION

In the event that the terms of these Articles of Agreement shall hereafter expire because of the failure of at least two or more of the Members to remain under this Agreement, or in the event the Board of Directors acting under these Articles of Agreement shall unanimously vote to dissolve the Association, the assets of the Association shall be

distributed to some other Joint Agreement Entity operating and organized under the authority of Sec. 8-10b of the "Park District Code," or Section 11-95-14 of the Illinois Municipal Code, or alternatively, such assets may be divided between the Members in accordance with an equitable formula as determined by the unanimous vote of the Board of Directors. 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 and discharged, or adequate provision otherwise made therefore.

IN WITNESS WHEREOF, each Member has caused this agreement to be executed by its President/Mayor/Village President and attested to by its Secretary/Clerk pursuant to the Resolution of the Member District/ City/Village and whatever stipulations of park district or municipal code.

COLLINSVILLE AREA
RECREATION DISTRICT

BY: _____
President

DATE: _____

ATTEST: _____

GRANITE CITY PARK DISTRICT

BY: _____
President

DATE: _____

ATTEST: _____

KINGSBURY PARK DISTRICT

BY: _____
President

DATE: _____

ATTEST: _____

CITY OF BELLEVILLE

BY: _____

Mayor

DATE: _____

ATTEST: _____

CITY OF HIGHLAND

BY: _____

Mayor

DATE: _____

ATTEST: _____

CITY OF O'FALLON

BY: _____

Mayor

DATE: _____

ATTEST: _____

CITY OF ALTON

BY: _____

Mayor

DATE: _____

ATTEST: _____

CITY OF WOOD RIVER

BY: _____

Mayor

DATE: _____

ATTEST: _____

BY-LAWS

SOUTHWESTERN ILLINOIS SPECIAL RECREATION ASSOCIATION

These By-Laws are an integral part of the Articles of Agreement between the Members of the Southwestern Illinois Special Recreation Association (SWILSRA) as of the effective date of _____, 2006.

ARTICLE I

OFFICES

SWILSRA may have offices at such place(s) as the Board of Directors may from time to time determine that the business of SWILSRA requires.

ARTICLE II

BOARD OF DIRECTORS

SECTION I. The Business of SWILSRA shall be managed by its Board of Directors in accordance with the Articles of Agreement between the Members and may exercise all powers of the Association and do all such lawful acts and things as are not by statute prohibited.

SECTION II. The Board of Directors shall consist of one elected member or one staff person of each member community who shall be an authorized representative of a member. Each member community may also appoint one alternate to attend meetings and participate in discussions. Each Director shall serve on the board until his or her member community appoints another Director.

SECTION III. Each member community shall have one vote.

SECTION IV. The Board of Directors shall establish all major policies including but not limited to: budgets, capital outlay and master plans. The Board of Directors shall approve all contracts for services and materials.

SECTION V. The Board of Directors shall meet at such times and places as it shall determine and shall have the power to call meetings on three days notice. A special meeting of the Board of Directors shall be called within three days upon the request of any three Directors, or by the Chairperson on three (3) days notice to each Director. Special meetings and regular meetings shall be subject to the Illinois Open Meetings Act.

SECTION VI. At all meetings of the Board of Directors a majority of the Members shall constitute a quorum for the transaction of business and the act of a majority of Directors present

at any meeting at which there is a quorum, shall be the act of the Directors except as may be otherwise specifically provided by these By-Laws or the Articles of Agreement of the Members.

SECTION VII. Members shall be given the opportunity to review the annual budget of the SWILSRA prior to adoption by the SWILSRA Board of Directors. To be adopted the budget shall be approved by 2/3rds of the SWILSRA Board of Directors.

SECTION VIII. The SWILSRA shall give a financial accounting to all members within 180 days following the SWILSRA fiscal year end.

SECTION IX. All records of the Board of Directors shall be public and in accordance with the existing statutes of the State of Illinois except as otherwise provided in said statutes.

SECTION X. The Board of Directors shall receive no salary or other compensation or other remuneration for acting as Board Members from the SWILSRA, except for reimbursement of necessary educational and travel expenses.

ARTICLE III

NOTICES

SECTION I. Whenever under the provisions of these By-Laws, notice is required to be given to any Director, such notice may be given in writing by depositing the notice in the United States mail, addressed to such Director as his or her address as it appears in the records of SWILSRA, with proper postage on prepaid, and such notice shall be deemed to be given three days after the same shall be deposited in the United States mail.

SECTION II. Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof in writing signed by the person or persons entitled to said notice either before or after the time stated therein shall be deemed equivalent thereto.

ARTICLE IV

OFFICERS

SECTION I. The officers of the SWILSRA shall be chosen by the Board of Directors. The Chairperson and Vice Chairperson shall be members of the board. The Treasurer and Secretary shall be appointed by the Board. No individual shall hold more than one office simultaneously.

SECTION II. The Board of Directors at its first meeting of each fiscal year shall choose the officers of SWILSRA.

SECTION III. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board, e.g., Recording Secretary.

SECTION IV. The Chairperson shall preside at all meetings of the Board of Directors, following Roberts Rules of Order at all times. The Chairperson and Secretary shall be empowered to execute contracts on behalf of SWILSRA pursuant to direction of the Board of Directors.

SECTION V. In the absence of the Chairperson or in the event of his or her inability or refusal to act, the Vice-Chairperson shall perform the duties and be subject to all restrictions upon the Chairperson. The Vice-Chairperson shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe.

SECTION VI. The Secretary, who may be a member of SWILSRA Board of Directors, shall give or cause to be given notice of all regular, rescheduled or reconvened meetings and changes therein of the Board of Directors. The Secretary, on or before the first meeting in May, shall prepare a schedule of the regular meetings of the board for the year, listing the time and place of said meetings. Notices of all meetings shall be posted at the principal office of SWILSRA and shall be available to the public and news media.

SECTION VII. The Board of Directors shall appoint a Treasurer who shall keep full and accurate reports of receipts and disbursements in books belonging to SWILSRA and shall deposit all monies and other valuable effects in the name and to the credit of SWILSRA in such financial institutions as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of SWILSRA as may be ordered by the Board of Directors, taking proper vouchers for such disbursements and shall render to the Board of Directors at its regular meeting or when the Board of Directors so requires an accounting of his or her transactions as Treasurer and of the financial condition of SWILSRA.

The Treasurer shall comply with all statutes regarding the deposit of funds, auditing of the books and records and preparing an annual statement of all receipts and disbursements during the preceding fiscal year and cause the same to be published.

ARTICLE V

FISCAL YEAR

The fiscal year of the SWILSRA shall be from May 1 to April 30 of each following year.

ARTICLE VI

DIRECTOR

The Board of Directors may hire an Executive Director of SWILSRA as chief operating officer of SWILSRA with the duties, powers and responsibilities to be determined.

ARTICLE VII

CHECKS

All checks of SWILSRA shall be signed by the Treasurer and such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII

AMENDMENTS

These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by a two-thirds (two-thirds) vote of the SWILSRA Board of Directors.