

FIFTH AMENDED ARTICLES OF AGREEMENT

These Fifth Amended Articles of Agreement (hereinafter the "Agreement") dated as of January 14, 2013 are entered into by and between certain duly organized and operating park districts and municipalities under the provisions of Acts of the General Assembly of the State of Illinois, including the Park District Code, Illinois Municipal Code, the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, respectively, which provisions allow intergovernmental agency cooperation for the purpose of providing joint recreational programs for persons with mental and physical disabilities.

WITNESSETH:

WHEREAS, the public agencies which are parties to this Agreement ("Members") desire to provide recreational programs for persons within their communities with mental and physical disabilities and to share the expenses of such programs on a cooperative basis; and

WHEREAS, the Fifth Amended Articles of Agreement amends and supersedes all prior Articles of Agreement, including the original Articles of Agreement dated September 1, 1989 and the First, Second, Third and fourth Amended Articles of Agreement, by and between the Members; and

WHEREAS, the parties to this Agreement are authorized to enter into this Agreement by applicable laws of the State of Illinois ruled by their respective corporate authorities.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Gateway Special Recreation Association

1. Name. For the purpose of this Agreement, the Members shall be known collectively as the Gateway Special Recreation Association ("Gateway SRA").

2. Purpose. The purpose of Gateway SRA is to provide recreational programs for persons with mental and physical disabilities, whether temporary or permanent in nature.

3. Members. The Members of Gateway SRA are:

Burr Ridge Park District	Elmhurst Park District
Oak Brook Park District	Pleasant Dale Park District
Village of Hinsdale	Westchester Park District
Village of Willowbrook	York Center Park District

Other agencies may be admitted as Members upon obtaining the consents of a majority of then current Members and approval and execution of these Fifth Amended Articles of Agreement and upon such other terms and conditions as may be from time to time determined by the Board of Trustees of the Gateway SRA (here in after referred to as "Board").

4. Board, Officers and By-laws. Gateway SRA shall have a Board of Trustees and a Chairman, Secretary and Treasurer who shall be members of that Board and elected by that Board. The Board and officers shall act only in accordance with and exercise those powers and duties as provided by law or in the By-laws of Gateway SRA approved by the Trustees as provided therein. The By-laws in effect at the time of approval of this Fifth Amended Agreement are attached hereto and made a part hereof as Exhibit A.

5. Consent of Member. Any consent or approval required of a Member under

this Agreement shall be given by that Member in accordance with the laws made and provided for that particular Member in effect at the time such consent or approval is authorized.

6. Agreement to Make Resources Available. Each Member agrees to reasonably make available to Gateway SRA its recreation areas, equipment and transportation facilities in recognition that Gateway SRA'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 Gateway's programs. The degree to which each Member contribute resources and assistance shall be determined by it, giving due consideration to the needs of its own programs and the needs of Gateway, and no Member shall be required to equalize its expenditure of resources and assistance with that of any other Member. Reimbursement of costs in this regard shall be as follows:

- a. Each Member shall be entitled to full reimbursement for any extraordinary cost incurred as a result of Gateway SRA'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.
- b. When a resident of a Member (the "Home Member") registers for a recreation program of another Member (the "Host Member"), the Home Member shall reimburse the Host Member for its direct program cost in

Gateway Special Recreation Association

accommodating the special needs of such resident (i.e. staffing, adaptive equipment, interpreter and the like) at the market rates for such services as agreed by the Home and Host Members. The Host Member and the Home Member shall cooperate in determining an appropriate method and schedule for billing, in consideration of case-by-case factors, including but not limited to the length and frequency of the program, and the need for services. Host Members shall not seek reimbursement for any indirect costs associated with assessment, evaluation, training and consulting with a resident of a Home Member or such resident's family. The registration requirements of a Host Member shall apply to a resident of any Home Member, including but not limited to any resident priority registration period and non-resident fees. Each Host Member may implement and keep in place its own method for receipt of inclusion requests and implementation of necessary accommodations. If a resident of a Home Member registers for a recreation program of a Host Member, the Host Member shall contact the Home Member to jointly coordinate the accommodation and, on a case-by-case basis, to determine and implement the necessary accommodations. Each Member shall use its best efforts to agree on the appropriate actions and services required to accommodate such resident. If no concurrence can be reached by the two Members on any of these issues, the Board of Trustees shall resolve any dispute under this Section and its decision is

final.

7. Dismissal from Membership. If any Member(a) refuses to provide use of its facilities for Gateway SRA programs, upon reasonable request by Gateway SRA; (b) fails to make any payment as required herein; or (c) is in default of any other provisions of this Agreement or the By-laws or any rule promulgated by the Board, that Member may be declared by the Board to be dismissed from membership in Gateway SRA. No Member may be dismissed, however, except in accordance with the procedures here in below. The Board shall give at least ten (10) days' written notice to the Member to be dismissed, which notice shall specify the ground or grounds for such declaration of dismissal and shall set a date, time and place for a hearing before the Board as to the proposed declaration of dismissal. The allegedly defaulting Member shall be permitted to appear at said hearing and submit testimony and evidence as to why it should not be dismissed from membership in Gateway SRA. After conclusion of said hearing and upon approval of such dismissal duly passed by the Board on an affirmative vote of at least 2/3rds of the duly appointed and serving Trustees, defaulting Member shall be dismissed from membership in Gateway SRA. The reasons for such dismissal shall be set forth in the action of the Board approving the dismissal. Such dismissal shall become effective as determined by the Board unless a different effective date shall be mutually agreed to by Gateway SRA and the Member. Unless otherwise agreed in writing by Gateway SRA such withdrawing Member shall continue to be responsible for its share of any and all liabilities incurred by Gateway SRA until the end of the current fiscal year, as if still a

Gateway Special Recreation Association

Member.

Upon withdrawal by a Member under this Agreement, whether voluntarily or involuntarily, such withdrawing Member shall have no further claim, right or interest whatsoever to or in any of the assets, properties or policies of Gateway SRA.

8. Fees. The Board may establish from time to time fees for individuals who are participating in Gateways SRA programs.

9. Additional Funding. The Board shall endeavor to obtain funds from other organizations, to assist in delivering the best possible service to the participants within Gateway SRA at the lowest possible cost to the Members.

10. Certificate of Population. Each Member shall provide the Board, by January 1st of each year, a certification of its latest recorded population. Such certification shall be based upon latest U.S. census figures, or such other census (such as for Motor Fuel Tax purposes) as the Board may accept. The Board may, but shall not be obligated to, accept other than U.S. census figures. Acceptance of such certification shall be by majority vote of the Trustees.

11. Annual Assessment. Each Member shall pay to Gateway SRA an annual assessment based upon the following formula:

- a. The total certified population of all Members shall be added together to determine the total population of Gateway SRA, using for this purpose the official certifications as accepted by the Board.
- b. The total budgeted cost of Gateway SRA, minus all other anticipated revenues

Gateway Special Recreation Association

other than taxation, shall then be divided by the total population, to determine an estimated per capita rate. Such budget shall be approved by a 2/3rds vote of the Trustees present and voting at the Board's May meeting. The maximum assessment for each Member for the next ensuing fiscal year shall be established at this time, except as otherwise provided in Section 12.b herein.

- c. This per capita rate shall then be multiplied by the certified population of each Member to determine the annual assessment for each Member.
- d. No Member's annual assessment shall exceed that otherwise allowed by applicable law.

Each Member shall pay one-half, of its annual assessment on or before July 1st of the fiscal year for which the assessment is made; the balance shall be paid on or before October 1st of the same year.

12. Withdrawal from Agreement.

- a. Voluntary Withdrawal. Notwithstanding anything to the contrary, any Member may voluntarily withdraw from this Agreement by so notifying the Board of its decision in writing by no later than July 1st and in such event, said voluntary withdrawal shall be effective as of midnight on August 31, of the following fiscal year (15 months from withdrawal deadline date). The Member shall pay two months of annual contributions prorated on the final year of participation. Any and all liability and privileges of the withdrawing Member shall cease as of the Withdrawal Date, except for liabilities incurred by Gateway SRA and not

Gateway Special Recreation Association

fully repaid prior to the Withdrawal Date. The withdrawn Member shall continue to be liable for its share of Gateway's liabilities as if still a Member, until such time as those liabilities are settled or otherwise abated.

- b. Default Payment. From and after the Withdrawal Date of any Member, whether voluntary and involuntary, the other remaining Members shall share on a per capita basis the costs and liabilities as if the withdrawn Member had not been a party to this Agreement.
13. Fiscal Year. The fiscal year of Gateway SRA shall begin July 1st and end June 30th.
14. Indemnification. Each Member agrees to indemnify and defend every other Member with respect to any and all claims and liabilities for bodily injury to or death of one or more persons and/or property damage which may arise as a result of the acts or omissions of the indemnifying Member or its agents or employees in performing this Agreement or in any way related to the Gateway SRA. Each Member shall provide to every other Member a certificate of insurance or proof of self insurance coverage, in an amount of not less than the combined single limit of \$100,000,000 as evidence of its ability to meet the obligation established in this paragraph.
15. Dissolution. In the event that, at any time, there are fewer than two (2) Members to the Agreement, or in the event that the Board, by unanimous vote of all Board Members, approves dissolution of Gateway SRA, then this Agreement shall be deemed terminated and the assets of Gateway SRA shall be distributed to the Members hereunder

Gateway Special Recreation Association

immediately prior to such termination occurring, such distribution to be in accordance with the same per capita formula as determined for the annual assessment. In no event, however, shall any such distribution of assets be made until all of the debts and liabilities of Gateway SRA shall first be paid, satisfied or discharged or adequate provision therefore is made.

16. Amendments. The terms of this Agreement may be altered, amended or repealed, or a new Agreement may be adopted, by the consent and approval of 2/3rds of all of the Members. Separate signature pages for each Member are attached and all are incorporated as a part hereof. This Agreement will become effective as of the date of the fifth (5) Member's execution of its signature page and dated as such hereinabove.

17. Commencement and Term. This Agreement shall be effective December 13, 2012 and shall continue until dissolution occurs under the provisions of paragraph 15 hereof.

IN WITNESS WHEREOF, the undersigned Member has caused these Fifth Amended Articles of Agreement to be executed by its duly authorized officers pursuant to an action adopted by its Corporate Authorities in accordance with applicable law.

Park District or Municipal Body Name

By: _____
President or Mayor

Attest: _____

Clerk

Date: __; ____
(SEAL)