

**MONTGOMERY COUNTY
CONSORTIUM OF COMMUNITIES**

ARTICLES OF AGREEMENT

Approved in 1981

Amended in 1993

Amended 2006

Amended 2010

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Charter Members and Founders
Marvin S. Feller, Upper Dublin Township
Samuel J. Harris, Whitemarsh Township
Brian L. Mook, Upper Moreland Township

ARTICLES OF AGREEMENT

I. PREAMBLE

We, the representatives of local governments in Montgomery County hereby join together in a voluntary organization to be known as the **MONTGOMERY COUNTY CONSORTIUM OF COMMUNITIES**, for the purpose of meeting at regular intervals to discuss and study community challenges of mutual interest and concern, and to develop policy and action recommendations for ratification and implementation by member local governments.

We realize that our individual and common destinies are with the interdependent actions of the local governments of Montgomery County. As a voluntary organization of local governments, the members seek, by mutual agreement, solutions to mutual problems for mutual benefit. Our goal is to combine our total resources to meet regional challenges, which may transcend individual capabilities, while retaining and strengthening our local autonomy in all other governmental matters.

II. PURPOSE

The **MONTGOMERY COUNTY CONSORTIUM OF COMMUNITIES** shall be a voluntary organization of local governments to foster a cooperative effort in resolving problems, policies, and plans that are common and regional. The purpose of this organization is:

1. To serve as a mutual forum to identify, discuss, study and bring into focus regional challenges and opportunities for professional managers and their communities.
2. To foster, develop, and review policies, plans and priorities for regional growth, development, and conservation.
3. To provide continuing organizational machinery to insure effective communication and coordination among governments and agencies.

4. To facilitate agreements and cooperative action proposals among member governments for specific projects or other interrelated developmental needs and for the adoption of common policies and plans with respect to common regional challenges.
5. To serve as a vehicle for the collection and exchange of information of regional interest.
6. To maintain liaison with member governments, other governmental units and agencies and to serve as regional spokesman for member local governments.
7. To furnish general and technical aid to member governments, to promote and accomplish Consortium approved agreements, policies and plans, when approved by the member governments participating.
8. To review and coordinate federal, state and local programs of regional importance.
9. To promote and facilitate positive relationships among member municipalities and encourage current, and future, involvement with the Consortium.

III. DEFINITIONS

1. Member or Member Community – See Exhibit A for a list of current members.

Each member shall have a single vote to be cast by its representative, who shall be its Township Manager or other representative designated by it. A representative may not bind a member without the member's consent.

2. Executive Committee – A committee consisting of officers of members who shall exercise the power granted by these Articles subject to approval of the members.

3. Officers – The officers of the Association shall consist of:

- a. President: The President shall preside at meetings of the Consortium; see that all rules and policies of the Consortium are understood and observed; chair the executive committee; appoint any ad hoc committees which from time to time might be necessary; and, act as spokesperson for officers of members of the Consortium.

- b. Vice President: The Vice-President shall preside in the absence of the President and carry out definite assignments of the President in conjunction with other officers and committee members. As applicable: shall assist the President in the President's duties and act as a member ex-officio of any standing or ad hoc committees.

- c. A Coordinator: The Coordinator shall record and maintain the minutes of all Consortium meetings; forward records and maintain the minutes of all Consortium meetings; forward any necessary notices and communications to the officers and committee people; and maintain the By-Laws and Constitution with current amendments and revisions.

d. **A Treasurer:** The Treasurer shall be responsible for Consortium finances; sign checks, dispense Consortium funds, as approved by the President; work with the officers and committees; prepare an annual financial statement.

e. **Training and Development:** The Training and Development position shall be responsible for coordinating the efforts of the Executive Committee and the Members for professional training and development throughout the year or as desired by the Members.

f. **Legislative Liaison:** The Legislative Liaison position shall maintain a working knowledge of legislative initiatives of interest by the Members or that may directly effect the Members and their communities. He or she shall, when authorized by the Members, facilitate group meetings or correspondences to elected representatives expressing the Members' positions on future/pending legislation.

g. **Programs and Operations:** The Programs and Operations position shall be responsible for coordinating events that would expose and enrich the Members to existing programs or municipal operations within the county and/or region.

4. **Consortium Ventures**– A Consortium Venture shall be any service provided jointly by twenty-five percent (25%) or more members and established by a joint municipal agreement. Only those members entering into such an agreement shall be obligated to contribute to it financially and only such members shall participate and benefit from such program. If the Members of the Consortium choose to authorize funding to any Consortium Venture, only members in good standing shall be eligible to benefit from said funding, and those members not in good standing shall still be eligible to participate in cooperative effort at full cost.

5. **Group Bidding** – Group bidding shall be any cooperative purchasing effort facilitated by the Consortium, such as but not limited to salt, leaf bags, and fuel, and shall be available to all Members of the consortium.

IV. MEMBERSHIP

1. The members of the **Montgomery County Consortium of Communities** are as set forth under the definition (Member) above. Additional members may be admitted to the Consortium in accordance with the provisions of this Article IV.

2. **Eligibility** – Membership in the Consortium shall be open to any community of Montgomery County, which recognizes and maintains the Council-Manager form of government.

3. **Admission** – Communities that wish to become members of the Consortium following its formation by the Charter Members shall:

a. Submit an application on a form provided by the Consortium and pay the application fee, which shall be set and reviewed from time to time by the Consortium.

b. The applicant community must receive a two-thirds (2/3's) majority of the voting members in attendance at the meeting to be admitted to the Consortium.

c. The applicant community's governing body must formally adopt, by resolution or ordinance, the Articles of Agreement of the Consortium and forward a certified copy of said formal adoption to the Secretary of the Consortium prior to being seated in the Consortium.

d. New members must be in good standing for one (1) year to qualify for funds, if applicable, for Consortium Ventures, as noted Section III, Paragraph 4. New members shall be immediately eligible to participate in Consortium bid purchasing (i.e. fuel, salt, leaf bags), as described above in Section III, Paragraph 5.

4. Representation – Each member community shall be entitled to one representative in the Consortium. That member shall be the Manager of that community or his/her designated representative.

5. Withdrawal – A member community may withdraw from such membership when its local government legislative body signifies its intention to withdraw by either Ordinance or Resolution. The Resolution or Ordinance shall be forwarded in writing to the Secretary of the Consortium. A sixty (60) day notice of such action shall be required. Withdrawal by a community from the Montgomery County Consortium of Communities shall in no way serve to void or lessen any legal or financial obligation incurred by the member community while a member or members of the Montgomery County Consortium of Communities.

6. Participation

a. Any member community in good standing is eligible to participate in any Consortium Venture provided that the governing body of the community approves its participation by Ordinance or Resolution adopting the Joint Municipal Agreement establishing said program, a copy thereof to be filed with the Secretary of the Consortium.

b. When a member community selects to participate in an on-going Consortium Venture, it thereby obligates itself to pay its full share of pro-rated costs, as determined by the participating Consortium Members.

c. A penalty will be charged to any participating community when it withdraws from a Consortium Venture. The penalty shall consist of the withdrawing community's pro-rated share of the cost of the Consortium Venture cost for one (1) year.

7. Dues – The annual dues shall be \$250.00 per year until changed by the Consortium. The dues shall be paid to the Treasurer of the Consortium by the dates designated by the General Membership. No member community shall be responsible to pay additional sums to the Consortium without its further individual consent.

8. Fees – Each Consortium Venture, when established and undertaken, will have a fee structure for participation established and the fees will be pro-rated to the participants. Also, any projects undertaken by the Consortium will have a Cost Schedule established prior to the commencement of the project and the participants will determine the cost to be paid by each participant.

V. POLICY BODIES

This Council shall have two bodies – the General Membership and an Executive Committee.

1. General Membership

a. General Policy Body: The General Membership shall consist of all member communities and shall be the policy body of the Consortium.

b. Voting: Each member community shall have one vote in the General Membership. Voting for any and all items, including but not limited to memberships, Consortium Venture funding, new initiatives, shall be introduced at a meeting, with a vote by the Members at a subsequent meeting. This shall provide adequate notification to all members of pending action on a vote, and placement on the agenda for action shall be at the discretion of the President of the Consortium.

c. Quorum: A quorum of the General Membership shall consist of a simple majority of the members in attendance.

d. Meetings: The General Council shall meet monthly when practical, but at least eight (8) times per year. Other meetings shall be held in accord with the determination of the General Membership or upon the call of its President, or by petition of any three (3) voting members of the General Membership. THE ATTENDANCE OF EITHER THE MANAGER OR A DESIGNATED REPRESENTATIVE WILL BE REQUIRED FOR AT LEAST 30% OF THE SCHEDULED MEETINGS IN ANY 12-MONTH, ROLLING CALENDAR YEAR, UNLESS EXTENUATING CIRCUMSTANCES PREVAIL, TO BE CONSIDERED IN GOOD STANDING.

e. Responsibilities: The responsibilities of General Membership are:

1. .To adopt and amend the by-laws.
2. To review action of the Executive Committee.
3. May initiate, advise, and aid in the establishment of cooperative arrangements, including inter-local agreements, among local governments in the Region.
4. To resolve membership questions.

5. To make recommendations to any local governments or to other appropriate agencies or entities.
6. To annually elect officers as defined in Section III, Paragraph 3, above. Elections shall take place each year at the Members' November meeting. No two officers shall be from the same community.

2. Executive Committee:

- a. The membership of the Executive Committee shall consist of the elected officers as defined in Section III, Paragraph 3, above. The officers shall also be elected by the General Membership. The term of office shall be for one (1) year. . Each member of the Executive Committee shall have one vote.
- b. Quorum: A quorum of the Executive Committee shall consist of a simple majority of its total voting membership.
- c. Voting: Official action of the Executive Committee shall be decided by the affirmative vote of the majority of the members present, provided there is a quorum.
- d. Meeting: The Executive Committee shall meet at at the beginning of each New Year, and when necessary, on the call of its President or any voting member, or at the direction of the General Membership.
- e. Responsibilities: The responsibilities of the Executive Committee are:
 1. To nominate ad hoc or special committees.
 2. To nominate a slate of officers to the General Membership for approval and election.
 3. To conduct the business of the Consortium within the policy guidelines of the General Membership.
 4. To propose and/or consider Consortium Venture initiatives.
 5. To recommend regional policies, studies, plans, or other appropriate matters.
 6. To serve as financial control body and receive funds for the Consortium.
 7. To render advice and technical assistance on the request of member governments in regard to local governmental problems having regional impact.
 8. To provide an opportunity for the state and federal governments and other agencies, which have regional interests in Consortium activities to participate.

9. To seek and recommend acceptance of contributions and grants-in-aid on approval of Member Communities who agree to participate in programs related thereto.
10. To bring Consortium of Communities up-to-date on all current projects by reporting at each official Consortium meeting.
11. To fill any vacancy in the officers noted in Section III, Paragraph 3, above, which occurs prior to the regular annual election.
12. To recommend to the Montgomery County Consortium of Communities any GENERAL OPERATING PROCEDURES necessary for the orderly conduct of the affairs of the Consortium.
13. To recommend policy as to the sharing of Consortium developed information with non-participating Consortium member communities, non-Consortium member communities, agencies, individual, and others requesting said information.

VI. FINANCES

A. Funds, other than membership dues, which accrue to the Consortium or to the Executive Committee for use in furthering the aims and purposes of this voluntary organization, shall be controlled, disbursed, and accounted for in a manner prescribed by the Executive Committee and approved by the General Consortium Membership. Membership dues will be governed by the General Membership only.

B. All dues and fees paid to the Consortium shall be placed in an interest-bearing account. The President and Treasurer of the Consortium shall be empowered to sign checks and vouchers to satisfy incurred debt. Dues shall be paid within 120 days of invoice date for a Member to be in Good Standing.

C. Remittance of payment from the Consortium will require two (2) signatures on all checks. In addition to the Treasurer, who shall be the primary signature, the Executive Committee shall designate no more than two (2) other Executive Members who will be authorized to co-sign a check on behalf of the Consortium.

VII. TERM

Length of this agreement shall be perpetual, subject to the conditions stated under Section IV, Item 5, sub-title Withdrawal.

VII. AMENDMENTS

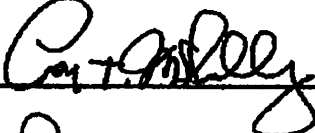
Amendments to these Articles of Agreement may be recommended from time to time by a majority vote of the General Membership. The General Membership shall receive in writing at least one (1) month prior to a vote, all proposed amendments to the

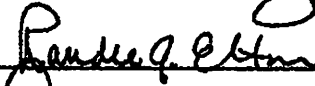
Articles of Agreement, and comply with the Voting regulations defined in Section V, Paragraph 1, Subsection b, above.

The parties hereto have caused this Agreement to be signed in the names of the aforesaid communities by the appropriately designated public official, duly attested to by the respective clerks or secretaries, with the corporate seals of the said communities being duly attached hereto.

IN WITNESS WHEREOF, the General Membership and Executive Committee have caused his Articles of Agreement to be duly executed today, the 26th day of March 2010.

BY: 

BY: 

BY: 

BY: 

BY: 

BY: 

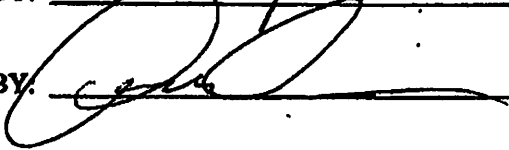
BY: 

Exhibit A

Montgomery County Consortium of Communities Membership List

Abington Township	Lansdale Borough	Pottstown Borough
Ambler Borough	Limerick Township	Rockledge Borough
Bridgeport Borough	Lower Frederick Township	Skippack Township
Borough of Schwenksville	Lower Gwynedd Township	Springfield Township
Borough of Souderton	Lower Merion Township	Towamencin Township
Cheltenham Township	Lower Moreland Township	Upper Dublin Township
Collegeville Borough	Lower Pottsgrove	Upper Gwynedd Township
Conshohocken Borough	Lower Providence Township	Upper Merion Township
East Norriton Township	Lower Salford Township	Upper Moreland Township
Franconia Township	Marlborough Township	Upper Pottsgrove Township
Hatboro Borough	Montgomery Township	West Conshohocken Borough
Hatfield Borough	New Hanover Township	West Norriton Township
Hatfield Township	Norristown Municipaity	Whitemarsh Township
Horsham Township	North Wales Borough	Whitpain Township
Jenkintown Borough	Plymouth Township	Worcester Township