

YORK AREA COUNCIL OF GOVERNMENTS

ARTICLES OF AGREEMENT

I. PREAMBLE

We, the representatives of local governments within the County of York, hereby join together in a voluntary organization to be known as the York Area Council of Governments (YACOG) as authorized by the Intergovernmental Cooperation Law, Act 177 of 1996, 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 rest with the interdependent actions of the local governments within York County. As a voluntary organization of local governments, the membership will seek, by mutual agreement, solutions to shared problems for a common benefit. Our goal is to combine our total resources for regional challenges, which are beyond our individual capabilities, while retaining each municipality's government and community.

II. PURPOSE

The YACOG shall be a voluntary organization of local governments, created to foster a cooperative effort and to resolve problems, determine policies, and formulate plans that are common and regional. To serve this purpose, the organization will:

- A. FORUM: Serve as a mutual FORUM to identify, discuss, study, and bring into focus regional problems and needs.
- B. INFORMATION CENTER: Serve as a vehicle for the collection and exchange of information of regional concern and interest.

- C. REGIONAL PROCESS: Provide continuing organizational machinery to insure effective communication and coordination among local governments and agencies.
- D. POLICY AND PRIORITY SETTING: Foster, develop, and review policies, plans, and priorities for regional growth, development and conservation.
- E. AGREEMENTS AND PROPOSALS: Facilitate agreements and cooperative action proposals among local governments for specific projects or other inter-related development needs and for the adoption of common policies and plans with respect to common regional needs.
- F. REGIONAL SPOKESPERSON: Maintain liaison with members, governmental units, and groups or organizations and serve as regional spokesperson for member local governments upon receiving approval to do so.
- G. STAFF ASSISTANCE: Furnish general and technical aid to member local governments, as they direct or request, to promote and accomplish Council-approved agreements, policies and plans.
- H. REGIONAL REVIEW: Review and coordinate federal, state, and local programs of regional importance, which YACOG has established, or programs for which YACAOG has been appointed as the coordinator.

III. MEMBERSHIP

A. ELIGIBILITY:

1. Voting membership shall be open initially to the County of York, the Boroughs of Dallastown, Jacobus, Felton, Red Lion, Windsor, Winterstown, and Yoe, the Townships of North Hopewell, Windsor, and York.

2. Only political subdivisions of York County may become members of the YACOG, upon the approval of an amendment to the Articles of Agreement. Any political subdivision of York County desiring to join YACOG, may do so on a membership basis only.
 3. Political subdivisions joining YACOG may do so only after appropriate action by their governing body authorizing the municipality to join YACOG and upon signing the Articles of Agreement and any amendments thereto.
- B. ADMISSION: Political subdivisions wishing to become members shall formally enter into these Articles of Agreement creating the YACOG pursuant to action of such political subdivision by appropriate action of the governing body and shall comply with requirements concerning financial contributions. The annual membership fee to be established by the General Council shall be payable to the YACOG by each member at the time of admission and each February thereafter.
- C. REPRESENTATION: Each member government shall be represented by an elected or appointed official designated or selected by the local government's legislative body. They shall also select an elected or appointed official as an alternate representative. Each member government shall notify the General Council in writing each year, prior to the annual meeting of the General Council, the names of the official representative and alternate representative. A sealed written proxy vote as authorized by the member municipality and received by the Secretary prior to the meeting will be allowed in the absence of the representative or alternate representative of that municipality.

D. WITHDRAWAL: A member political subdivision may withdraw from such membership when its local government legislative body signifies its intention to withdraw by appropriate action. A sixty (60) day written notice of such action to the General Council shall be required. Withdrawal by a political subdivision from the YACOG shall in no way serve to void or lessen any legal or financial obligation prior to written notice of withdrawal, including annual dues.

E. PARTICIPATION:

1. Any member political subdivision is eligible to participate in any Special Feasibility Study provided the governing body of such political subdivision approves its participation by appropriate action of the governing body, a copy thereof to be filed with the Council of Governments.
2. Any member political subdivision is eligible to participate in any regional service program provided that the governing body of the political subdivision approves its participation by appropriate action adopting the Joint Municipal Agreement establishing said program, a copy thereof to be filed with the Council of Governments.
3. When a member political subdivision elects to participate in an ongoing special feasibility study or regional service program, it thereby obligates itself to pay its share of prorated costs as determined by the General Council.

F. DUES AND FEES: Any or all costs of annual overhead of the General Council, service fees and other operating charges to be prorated among the members in accord with population, user population, or other mutually agreeable method as subsequently agreed upon by a majority of the members. The General Council shall set dues and

fees for special programs involving non-member organizations. In lieu of dues the County of York may provide in-kind services and other non-monetary contributions. Other non-municipal governmental agencies' dues may consist of in-kind services and contributions, the amount to be negotiated yearly.

G. TERMINATION OF MEMBERSHIP FOR NON-PAYMENT OF DUES: Any member political subdivision that fails to pay its annual dues within 60 days of the due date shall automatically be terminated from membership in YACOG. All voting membership shall cease and any officer in YACOG who is a representative from a terminated municipality shall automatically forfeit the office and the vacancy shall be filled at the next regular meeting.

IV. POLICY BODY

A. GENERAL COUNCIL

1. GENERAL COUNCIL: The General Council shall be the policy body of the Council of Governments.
2. VOTING: Each member political subdivision will appoint one voting member and one alternate member. Each member political subdivision shall have one vote on the General Council. The alternate representative of a political subdivision shall have voting power in the absence of the voting member. A sealed written proxy vote as authorized by the member municipality and received by the Secretary prior to the meeting will be allowed in the absence of the representative or alternate representative of that municipality.

3. QUORUM: A quorum of the General Council shall consist of a simple majority of voting representatives of the total members eligible to vote. An affirmative vote of a majority of the quorum is required for all YACOG actions.
4. MEETING: The General Council is required to meet quarterly each year. The annual meeting shall be held during the month of February. Other meetings shall be held in accordance with the majority determination of the General Council or upon the call of its President and shall provide for a public notification of 5 business days.
5. OFFICERS, DIRECTOR & COMMITTEES:
 - a. Election of Officers: The officers shall consist of the President, Vice President, Secretary, and Treasurer. Such officers, after the original election of officers at the inception of YACOG, shall be elected for a one-year term in February at the annual meeting of the General Council from the Council's membership. All officers are subject to removal at any time by the affirmative vote of a two-thirds majority of the membership.
 - b. Bonded: All officers and the YACOG Director shall be bonded, with the premium to be paid by YACOG.
 - c. Duties of the President: The President shall be the chief elected officer of the YACOG and shall preside at all meetings. The President shall have general charge and supervision of the business of YACOG. The President shall appoint all committees unless the membership directs otherwise. The President shall be the principal spokesperson for the Council. The President

shall perform such duties as may, from time to time, be assigned by the Membership.

- d. Duties of the Vice President: The Vice President shall perform the duties of the President in his or her absence or disability. In the event the position of President is vacant for any reason, the Vice President will assume the duties of and title of the President for the remainder of his or her term. In that event, the Council will elect a new Vice President to fulfill the remainder of the unexpired term of the Vice President.
- e. Duties of the Secretary: The Secretary shall keep the minutes of all the meetings and shall perform all the duties incidental to the office of Secretary; and the Secretary for the time being in office, shall deliver all books, files, and papers (both electronic and hard copy) to the successor within 30 days upon his or her election or to the Council when so required. The YACOG Director may perform any of the above duties on behalf of the Secretary as assigned or delegated by the Secretary. In the event the position of Secretary is vacant for any reason, the Council will elect a new Secretary to fulfill the remainder of the unexpired term of the Secretary.
- f. Duties of the Treasurer: The Treasurer shall have or provide for the custody of the funds of the YACOG; shall provide for the collection and receipt of monies earned by or in any manner due to be received by the YACOG; shall deposit all funds in his or her custody as Treasurer in such banks or other places of deposit as the YACOG may designate, shall expend the funds as directed by the General Council, shall render a written monthly account

showing their transactions; and in general shall discharge such other duties as may from time to time be assigned to them by the General Council. The Treasurer, from the time of being in office, shall transfer and deliver all funds, securities, books, records and papers of the YACOG in his or her custody or possession to their successor within 30 days upon his or her qualification. The Treasurer shall permit all records and accounts of the YACOG, maintained by him or her and in his or her possession, to be examined annually by an audit committee appointed by the Council. In addition, the Council can require an examination of the financial records of the YACOG at any time by a majority vote of the Council. All checks shall require two signatures, one signature being either the Treasurer or the YACOG Director, and the second signature being one other officer (excluding the Treasurer) of the General Council designated to co-sign checks. In the event the position of Treasurer is vacant for any reason, the Council will elect a new Treasurer to fulfill the remainder of the unexpired term of the Treasurer.

- g. Duties of the Executive Director: The Director shall assist the officers of the YACOG in the performance of their duties and will perform the functions of the Treasurer and Secretary as assigned by those officers. The Director will be appointed by the members of the General Council and will serve at the pleasure of the General Council. The Director will handle all of the administrative functions of YACOG to include but not limited to: the coordination of joint purchases, the oversight and administration of YACOG programs, handling and properly responding to all correspondence, making

application for grants and conducting research, interacting with state and federal agencies on behalf of YACOG, responding to press inquiries on behalf of YACOG in the absence of or at the request of the President and preparing press releases as requested. The Director shall submit a report to the members of the Council on a monthly basis detailing time spent on YACOG activities and items accomplished. The Executive Director shall be responsible for coordinating all staff and consultant services; preparing and administering the annual work program and budget; employing, retaining, and removing all other personnel as may be necessary; and performing all other duties delegated to the Director by the General Council.

- h. **Audit Committee:** The Audit Committee shall be composed of three Council members who do not serve as Council officers or by an independent auditor agreed upon by the General Council. Members of the Audit Committee or the auditor will be selected at the February organization meeting by the Council and will report their findings to the General Council at their next scheduled or called meeting. The Audit Committee will annually examine all financial records and accounts of the YACOG, maintained by the Treasurer, other officers and YACOG Director.
- i. **Ad Hoc Advisory Committees:** YACOG may have ad hoc advisory committees reporting to the President. Such committees may be comprised of staff from the member local governments, personnel from state and federal government agencies, regional commissions and public or private persons and corporations that would lend expertise on regional problems and solutions

being addressed by YACOG. The General Council shall have the authority to appoint and remove members of the ad hoc committees. Ad hoc committees shall serve in an advisory capacity as requested by the General Council.

- j. **Removal of Officers:** All elected officers shall be subject to removal from office for misconduct, neglect of duty, or failure to attend meetings. The officer, and his or her political subdivision, who is subject to removal proceedings shall be notified by certified mail/return card of the specific allegations complained of and of the date, time, and place of the meeting at which a hearing will occur. This individual shall have the right to question any witnesses against him or her, to be heard, and to present witnesses and evidence on his or her own behalf. No record of these proceedings shall be made unless specifically requested by the individual complained of. No further evidence shall be taken after the conclusion of the hearing. No elected officer shall be removed from office unless two-thirds of the voting members in attendance at the regular meeting or special meeting called for that purpose shall vote in favor of removal. If the result of the vote is in favor of removal, the office of the officer so removed shall be deemed to be vacant immediately upon the recording of the results, and shall be filled as set forth in this Section. The provisions in this subsection shall not be applicable to the automatic removal of any officer due to termination of membership of the political subdivision of said officer due to non-payment of dues.

6. **RESPONSIBILITIES:** The responsibilities of the General Council are:
 - a. To adopt the Council of Governments' budget and membership dues schedule.

- b. To adopt and amend bylaws.
- c. To nominate ad hoc or special committees.
- d. To annually appoint a Nominating Committee for selecting a slate of officers to be approved by the entire membership of the General Council.
- e. To annually elect a President, Vice President, Secretary and Treasurer, and other officers as required from among the voting membership.
- f. To fill any vacancies in the offices of Vice President, Secretary or Treasurer which occur prior to the regular annual election.
- g. May initiate, advise, and aid in the establishment of cooperative arrangements, including inter-municipal agreements, among local governments.
- h. To provide assistance in resolving membership questions.
- i. To make recommendations to any local governments or to other appropriate agencies or entities.
- j. To propose and recommend special feasibility studies.
- k. To propose and recommend regional service programs.
- l. To recommend regional policies, studies, plans, or other appropriate matters.
- m. To render advice and technical assistance on the request of member governments in regard to local governmental problems having a regional impact.
- n. To provide a forum for input from appropriate state and federal governments and other agencies which have a regional interest in Council activities.
- o. To seek and recommend acceptance of contributions and grants-in-aid.

V. FINANCES

Funds, other than membership dues, which accrue to the General Council, for use in furthering the aims and purposes of this voluntary organization shall be controlled, disbursed, and approved by the General Council.

VI. TERM

Length of this Agreement shall be perpetual, subject to the conditions stated under Section III, Item D, sub-title Withdrawal.

VII. DISPOSITION OF YACOG PROPERTY

The YACOG shall, when necessary, provide for office space, furnishings, supplies, and equipment. Office space may be located in facilities owned by a member local government or in private facilities. Where it is necessary to have real property, the YACOG may contract with one of its member local governments to provide such property. The disposal of real or personal property shall be made by the General Council or the political subdivision owning it, when it is deemed by the General Council that it is in the best interest of the group to dispose of such property.

The disposition of any real or personal property valued at \$500 or more, shall be in the following manner:

- A. It may be offered to the general public at public bid or auction. Any bid may be accepted or rejected.
- B. Proceeds from such sale shall be distributed to each local government participating in the YACOG at the time of purchase according to their individual percentage of the total investment cost in the property. For example: A piece of property is sold for \$10,000. A participating municipality's or former participating municipality's total

share in acquiring this property, improving it, etc. is determined by the General Council to equal 10% of the total investment by the YACOG. The participating municipality would receive \$1,000 or 10% of the total disposal price.

- C. Anything valued at less than \$500 shall be disposed of as the YACOG sees fit and monies realized shall be disposed of as above.

VIII. AMENDMENTS

A voting member may propose amendments to these Articles of Agreement. Any proposed amendment must be in writing. Any amendment must be approved by two-thirds of the voting membership in attendance at a regular meeting following the meeting at which the amendments are first proposed. The addition of any additional voting members to this organization shall require an amendment to this agreement.

IX. DEFINITIONS

- A. DUES: - a yearly charge for YACOG membership. In lieu of dues the County of York may provide in-kind services and other non-monetary contributions. Other non-municipal agencies' dues may consist of in-kind services and contributions; the amount to be negotiated yearly. Member municipalities will contribute \$.10 per resident to be based on the numeration of the most recent U.S. Census or the equivalent via partial or whole in-kind contributions. The formula/contribution rate is subject to amendment with the approval of the General Council and all member municipalities.
- B. MEMBERSHIP: A political subdivision that has paid its membership dues, maintained its YACOG program financial obligations, and has adopted the YACOG

Articles of Agreement by appropriate action of its governing body and is in compliance with its provisions.

- C. GENERAL COUNCIL: Shall be comprised of one elected or appointed official from each participating political subdivision.
- D. LOCAL GOVERNMENT/POLITICAL SUBDIVISION: Any city, borough, township, municipal authority or school district located in York County, and the County of York.
- E. PERSONAL PROPERTY: Anything subject to ownership not coming under the denomination of real property.
- F. REAL PROPERTY: Land and anything erected or growing upon or affixed to the land, including rights issuing out of, annexed to and exercisable within or about the land.
- G. REGIONAL SERVICE PROGRAM: Any service provided jointly by two or more political subdivisions, including but not limited to:
 - 1. Planning
 - 2. Administration of building codes and board of appeals
 - 3. Animal shelter/animal control
 - 4. Grant applications
 - 5. Equipment sharing
 - 6. Health insurance
 - 7. Geographic Information System (GIS)
 - 8. Regional comprehensive planning, zoning, subdivision and land development program

9. Joint purchasing
 10. Street maintenance
 11. Web site
 12. Regional recycling and waste collection, etc.
- H. REPRESENTATIVES: Any elected and/or appointed official as designated by the member political subdivision.
- I. SPECIAL FEASIBILITY STUDY: Any feasibility study, including but not limited to short duration studies of ways and means to solve regional problems or problems common to two or more political subdivisions, duly undertaken by the General Council and requiring the expenditures of funds in excess of or in addition to the amounts in the approved annual budget of the General Council.

The provisions of this Agreement are severable and if any section, sentence, clause or part or provision hereof shall be held to be illegal, invalid, or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect the remaining sections, clauses, parts or provisions of this Agreement. It is hereby declared to be the intent of the YACOG that such Agreement would have been enacted if such illegal, invalid, or unconstitutional section, sentence, clause, part or provision had not been included herein.

The parties hereto have caused this Agreement to be signed in the names of the aforesaid political subdivisions by the appropriately designated public officials and duly attested by the respective clerks or secretaries, with the corporate seals of the said member political subdivisions being duly attached – executed this 29th day of October 2003.

Thomas ASULL

Red Lion Borough

Richard K. Boyart

Dallastown Borough

Sam Sp

Yoe Borough

Mike Sum

Jacobus Borough

Wayne Childebrand

Winterstown Borough

Paul Paul

North Hopewell Township

Joe Mc Peri

Felton Borough

Donald R. Hise

Windsor Borough

Philip W. Briddell

York Township

Sam B. Miller

Windsor Township

Paul

County of York