

JOINT COOPERATIVE AGREEMENT

By virtue of this Joint Cooperative Agreement between the boards of County Commissions and First Class Municipalities within the boundaries of the Second Planning and Development District, as designated by Executive Order of the Governor, “Executive Order Establishing the Multi-County Planning and Development Districts,” dated December 4, 1970 as subsequently amended from time to time, there is hereby created the organization known as the “South Eastern Council of Governments” (SECOG).

ARTICLE I AUTHORITY

SECTION 1.01. Authority. The Council is established by the Counties and First Class Municipalities located in Clay, Lincoln, McCook, Minnehaha, Turner, and Union Counties (hereinafter “members”) pursuant to the provisions of SDCL Chapter 1-24, entitled “Joint Exercise of Governmental Powers.” The members hereby grant to the South Eastern Council of Governments such advisory and economic development powers as are otherwise granted to said counties and municipalities by the Statutes of the State of South Dakota.

SECTION 1.02. Name. The name of the Council shall be the “South Eastern Council of Governments” (hereinafter “Council”).

SECTION 1.03. Governing Body. The Executive Board of the Council shall serve as the governing body of the South Eastern Council of Governments.

SECTION 1.04. Bylaws. The Council shall create and provide for Bylaws detailing activities and procedures of the Council. The formation of or amendments to such Bylaws shall take the affirmative vote of two-thirds of the members present. Each member set forth in Article II of this Agreement agrees to be governed according to the Bylaws adopted by the Council.

ARTICLE II MEMBERSHIP

SECTION 2.01. Council Members. The members of the Council shall be Counties and First Class Municipalities located within the following six county Region in South Dakota: Clay, Lincoln, McCook, Minnehaha, Turner, and Union (the “Region”). Furthermore, the membership shall consist of non-voting associate members and voting Executive Board members.

SECTION 2.02. Executive Board Membership. Membership on the Executive Board for the South Eastern Council of Governments shall consist of the following voting members with the number of members from each given political subdivision listed in parentheses:

Joint Cooperative Agreement Members (13):

Clay County (1)
Lincoln County (1)
McCook County (1)
Minnehaha County (1)
Turner County (1)
Union County (1)
Sioux Falls City Council Members (2)
Mayor of Brandon (1)
Mayor of Harrisburg (1)
Mayor of Sioux Falls (1)
Mayor of Tea (1)
Mayor of Vermillion (1)

Private Sector Representatives (7):

Private Sector Representatives must represent the main economic interests of the region (e.g., private sector, public officials, community leaders, private individuals, representatives of workforce development board, institutions of higher education, minority and labor groups). Private representatives must work or reside in the SECOG Region.

State Legislator (1):

One (1) State Legislator elected to represent a portion of SECOG's six-county Region.

These twenty-one (21) voting members shall comprise the Executive Board of the South Eastern Council of Governments. During the time that the South Dakota State Legislature is in session, the Executive Board membership shall revert to the twenty (20) members who represent the Joint Cooperative Agreement Members and the Private Sector Representatives and the membership of the two State Legislators shall temporarily be suspended. The membership of the State Legislator on the Executive Board shall automatically be reinstated at the end of the South Dakota State legislative session.

In addition to the twenty-one (21) voting members, SECOG's Executive Board may appoint other non-voting members to serve in an advisory capacity. These non-voting members shall consist of individuals considered qualified to advise on regional matters including but not limited to schools, highways, water and sewer systems, parks, and economic development. These non-voting members shall serve at the discretion of the Executive Board.

SECTION 2.02A. Appointment and Terms of Joint Cooperative Agreement Members. All Counties and First Class Municipalities that are members of the Joint Cooperative Agreement shall be appointed by his or her governing body to serve on SECOG's Executive Board and shall serve until his or her county or municipality appoints a replacement or until such member no longer serves in the capacity he or she served with the county or municipality when he or she was originally appointed.

SECTION 2.02B. Appointment and Terms of Private Sector Representatives. At the first meeting of each year, the Joint Cooperative Agreement Members shall appoint seven (7) Private Sector Representatives by majority vote to serve on SECOG's Executive Board. Private Sector Representatives shall serve for a term of one (1) year or until such member no longer serves in the capacity he or she served when he or she was originally appointed. Private Sector Representatives may be reappointed by a majority vote of the Joint Cooperative Agreement Members on an annual basis. Vacancies created throughout the year shall be filled by a majority vote of the Joint Cooperative Agreement Members at SECOG's next regularly scheduled or special meeting to fill out the remainder of the unexpired term.

SECTION 2.02C. Appointment and Terms of Legislative Member. At the first meeting of each year, the Joint Cooperative Agreement Members shall appoint one (1) member of the South Dakota State Legislature elected to represent a portion of the Council's six-county Region by majority vote to serve on SECOG's Executive Board. Legislative members shall serve for a period of two (2) years or until such member no longer serves in the capacity he or she served when he or she was originally appointed. Vacancies created throughout the year shall be filled by a majority vote of the Joint Cooperative Agreement Members at SECOG's next regularly scheduled or special meeting to fill out the remainder of the unexpired term. No Legislator may be reappointed to serve consecutive full terms. Being appointed to fill out a vacancy as set forth in this section shall not be construed as a full term.

SECTION 2.02D. Chair. The Executive Board members shall appoint a twenty-second member to serve as the Chair. The Chair shall be a resident of the six-county area and shall be a non-voting member. The Chair shall serve for a period of one year and may be reappointed by a majority vote of the voting members at the first meeting of each year.

SECTION 2.03. Associate Members. Any Second and Third Class municipality within the boundaries of the District that agrees to be a member of the Council by paying dues is considered to be a non-voting associate member. Each associate member agrees to be bound by the Joint Cooperative Agreement. No Second and Third Class municipality may be an associate member of SECOG unless the county in which that Second and Third class municipality is located in is a member of SECOG.

SECTION 2.04. Proxies. Each Joint Cooperative Agreement Member having a member or members on the Executive Board may also provide for one or more alternates for each member on the Executive Board, and in the event of the absence of a member at any meeting of the Executive Board, his or her alternate shall, by representation, have all the rights of such absent member.

ARTICLE III SUBCOMMITTEES

SECTION 3.01. Executive Committee. The Executive Committee shall be comprised of the Chair, Vice-chair, and Secretary/Treasurer. The Executive Committee shall have the ability to act in an official capacity on behalf of the Executive Board to address issues that arise between regularly scheduled meetings when inaction on such issues would be detrimental to SECOG. In the alternative, official action may also be solicited via ballot from the Executive Board via telephone, e-mail, or the U.S. postal service. Results of such actions shall be reported to the Executive Board at its next regularly scheduled meeting.

SECTION 3.02. Operations Committee. The Operations Committee shall serve as an advisory subcommittee of the Executive Board. The Operations Committee shall provide an analysis and make recommendations to the full Executive Board on operating policies and procedures of the Executive Board. The Operations Committee shall be comprised of five (5) members of the Executive Board. Members on the Operations Committee shall be appointed or reappointed by the Chair at the first meeting of each year. Vacancies created throughout the year shall be filled by the Chair and announced at the next regularly scheduled meeting.

SECTION 3.03. Subcommittees. The Chair, subject to the approval of the voting members of the Executive Board, shall establish other subcommittees as may from time to time be necessary to assist the Executive Board in the conduct of its affairs. All subcommittee work shall be of an advisory nature and any action must be approved by the Executive Board. Membership on the subcommittees shall not be restricted to Executive Board members.

ARTICLE IV OBJECTIVES AND PURPOSES

SECTION 4.01. Objectives and Purposes. The objectives and purposes of the Council shall be to stimulate, promote, assist and develop the general economic welfare, prosperity and stability, greater employment opportunities and diversification of industry and services within the Region. All activities undertaken by the Council to achieve or further the foregoing objectives and purposes shall be carried out without discrimination in regard to race, color, creed, or sex.

ARTICLE V POWERS AND LIMITATIONS

SECTION 5.01. Powers of the Council. To further the objectives and purpose of the Council as set forth in Article IV, the Council, and the Executive Director when acting on behalf of the Council, shall have the following powers:

1. To prepare broad modular planning units for development of the area served, including but not limited to, economic development, land use planning, population, governmental services, utilities, education, housing, transportation, recreation,

health, natural resources, manpower, law enforcement, social services, poverty and environmental cleanup.

2. To apply for, receive, and expend grants of funds from local, State, and Federal governments and from private individuals, foundations, and corporations.
3. To assist counties and municipalities in the Region to participate more effectively in State and Federal grant programs.
4. To review and make recommendations on projects which will affect the development of the area served, in accordance with the various plans and programs of the Council and to take any such actions that may be desirable or necessary to implement any plans or programs.
5. To recommend projects which will enhance the development of all resources to be carried out through existing governmental units or through a combination of these as applicable under State and/or Federal laws.
6. To compile, prepare, publish, and disseminate information about the various resources of the area served and sub areas.
7. To promote and assist in the creation of public and semi-public, nonprofit organizations as needed for carrying out specific projects and programs initiated under Federal and/or State laws.
8. To cooperate and coordinate its activities with local and State planning agencies and other Councils and with Federal agencies responsible for strategic planning in developing and implementing plans for development.
9. To prepare area-wide packages of projects, developed in relation to area developmental plans, for submission to various Federal or State agencies for funding.
10. To undertake other such activities as the counties, the cities, the State, or the Federal government might appropriately ask it to undertake upon agreement by a majority vote of the governing members of the Council.
11. To engage an Executive Director to take such actions as may be necessary or desirable to achieve the objectives and purposes of the Council or as directed by the Executive Board, within the limitations of its resources.
12. To provide staffing, administrative, marketing or other services to members, non-profit entities or Federal, State or local governments or agencies thereof.
13. To provide (i) loans and grants and to pass through funds to its members and non-profit organizations, and (ii) staffing or other administrative support to assist members, non-profit entities or Federal, State or local governments or agencies thereof in the

underwriting, making or servicing of loans, grants or other financial transactions.

14. To engage in anything else necessary to carry out the powers expressly granted to the Council.

Section 5.02. Limitations of Powers. In the carrying out of its purposes, powers, and functions, the Council, its members, and the Council staff shall remain within these guidelines or limitations:

1. Unless power is explicitly granted by another agreement, all plans shall be advisory in nature only.
2. No zoning ordinances or subdivision standards regulating land use may be enacted by the Council.
3. The Council is to have no authority that would supplant or in any way interfere with or supersede the planning and development authority granted cities and counties under other applicable State and/or Federal statutes.
4. Plans of strategic nature are to reflect goals and objectives for harmonious development of the area served.
5. Plans prepared by or for the Council shall be transmitted to the respective governmental entity. It will be the responsibility of the governmental entity to adopt the plans as their own for purposes of planning and development.
6. No power of eminent domain shall be exercised.
7. The Council cannot regulate.

ARTICLE VI FINANCING

SECTION 6.01. Financing. The Executive Board of the Council, with input from the Operations Committee, shall annually determine the amount of local membership dues that will be requested from the boards of county commissioners and municipalities for each fiscal year of the Council's operation, and it shall be the duty of each member to budget its share annually.

SECTION 6.02. Withdrawal. Refusal of any member to make its annual contribution before February 15th of each year shall constitute withdrawal of that member or associate member from the South Eastern Council of Governments and termination of any voting rights or entitlement to services from the Council. Any member or associate member withdrawing from the Council shall waive any and all interest in the Council.

SECTION 6.03. Reinstatement. Any former member who has withdrawn from membership for a period of one year may be automatically reinstated as a member of the Council by paying its full annual contribution the following year. Any former member or associate member who has withdrawn from membership for a period of time greater than one year may be reinstated only upon ratification of the Executive Board of the Council.

ARTICLE VII DURATION AND DISSOLUTION

SECTION 7.01. Duration of the Agreement. The Joint Agreement represents a voluntary association of the Counties and First Class Municipalities in the SECOG Region. The South Eastern Council of Governments shall continue so long as five (5) or more of the Counties and First Class Municipalities in the SECOG Region continue to be parties to this Agreement.

SECTION 7.02. Dissolution. If there are no longer five (5) Counties or First Class Municipalities in the SECOG Region that continue to be parties to this Agreement, the Executive Board may vote to dissolve the Council. In the event the South Eastern Council of Governments dissolves, the member jurisdictions shall be entitled to a prorated share of the value of any real or personal property of the South Eastern Council of Governments after payment of all outstanding obligations of the Council. The prorated share shall be based on the percentage of funds contributed by that jurisdiction in the past five (5) years compared to the total contributed in the past five (5) years by all the member public agencies entitled to a share of the remaining real or personal property.

ARTICLE VIII METROPOLITAN PLANNING ORGANIZATION

SECTION 8.01. Metropolitan Planning Organization. In addition to the Executive Board, the South Eastern Council of Governments shall convene an Urbanized Development Commission (UDC) which is the designated Metropolitan Planning Organization (MPO) to serve as the policy planning commission for comprehensive transportation planning for the Sioux Falls area.

ARTICLE IX COOPERATION FROM JURISDICTIONS

SECTION 9.01. Cooperation From Jurisdictions. The members and associate members hereto agree to respond to reasonable requests to make local records available to the South Eastern Council of Governments staff for the purpose of completing planning studies and to require that engineers, architects, and consultants hired by such members and associate members release materials, data, and other pertinent items paid for by public funds to the South Eastern Council of Governments staff to aid in the efficient completion of planning studies and reports.

ARTICLE X AMENDMENTS

SECTION 10.01. Amendments. This Agreement may be amended, modified, or extended at any time by the action of the unanimous vote of the Joint Cooperative Agreement Members as witnessed below.

ARTICLE XI EFFECTIVE DATE

SECTION 11.01. Effective Date. This Agreement is an amendment of the South Eastern Council of Governments' Joint Cooperative Agreement and shall become effective as the Amended Joint Cooperative Agreement at the time it is ratified and approved by all of its Joint Cooperative Agreement Members as witnessed below.

IN WITNESS WHEREOF, CLAY COUNTY, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this _____ day of _____, 2022.

Travis Mockler, Chair
Clay County Board of Commissioners

ATTEST:

Carri Crum, Clay County Auditor

IN WITNESS WHEREOF, LINCOLN COUNTY, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this _____ day of _____, 2022.

Tiffani Landeen, Chair
Lincoln County Board of Commissioners

ATTEST:

Sheri Lund, Lincoln County Auditor

IN WITNESS WHEREOF, MCCOOK COUNTY, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this _____ day of _____, 2022.

Steve Gordon, Chair
McCook County Board of Commissioners

ATTEST:

Geraldyn Sherman, McCook County Auditor

IN WITNESS WHEREOF, MINNEHAHA COUNTY, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this _____ day of _____, 2022.

Cindy Heiberger, Chair
Minnehaha County Board of Commissioners

ATTEST:

Ben Kyte, Minnehaha County Auditor

IN WITNESS WHEREOF, TURNER COUNTY, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this _____ day of _____, 2022.

Ross "Mick" Miller, Chair
Turner County Board of Commissioners

ATTEST:

Sheila Hagemann, Turner County Auditor

IN WITNESS WHEREOF, UNION COUNTY, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this _____ day of _____, 2022.

Milton Ustad, Chair
Union County Board of Commissioners

ATTEST:

Jackie Sieverding, Union County Auditor

IN WITNESS WHEREOF, THE CITY OF BRANDON, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this _____ day of _____, 2022.

Jim Heinitz, Mayor
City of Brandon

ATTEST:

Bryan Read, City Administrator

IN WITNESS WHEREOF, THE CITY OF HARRISBURG, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this _____ day of _____, 2022.

Derick Wenck, Mayor
City of Harrisburg

ATTEST:

Andrew Pietrus, City Administrator

IN WITNESS WHEREOF, THE CITY OF SIOUX FALLS, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this _____ day of _____, 2022.

Paul TenHaken, Mayor
City of Sioux Falls

ATTEST:

Thomas Greco, Sioux Falls City Clerk

IN WITNESS WHEREOF, THE CITY OF TEA, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this _____ day of _____, 2022.

John Lawler, Mayor
City of Tea

ATTEST:

Dan Zulkosky, City Administrator

IN WITNESS WHEREOF, THE CITY OF VERMILLION, hereby adopts the revised Joint Cooperative Agreement as evidenced through its undersigned duly authorized representative.

Dated this ____ day of _____, 2022.

Kelsey Collier-Wise, Mayor
City of Vermillion

ATTEST:

John Prescott, City Manager