

**JOINT COOPERATIVE AGREEMENT  
FOR 2011**

Article I

Section 1. Authority.

Pursuant to the Constitution of South Dakota and as provided in Chapter 1-24-1 to 1-24-10 of the SDCL, 1992 Revision, entitled "The Joint Exercise of Governmental Powers," the undersigned units of local governments hereby organize, form, and maintain the Northeast Council of Governments. As referenced in SDCL 1-24-1 to 1-24-10, in the event that the joint agreement financing of the Council be terminated due to lack of support by the governmental units within the area served, all equipment and supplies owned by the Council shall be sold by sealed bids to local units of government within the area boundaries or according to applicable Federal guidelines. The Chairperson, Vice Chairperson, and Secretary/Treasurer of the Council shall oversee the advertisement, receiving the bids, and opening the bids. Money received from the sale of Council equipment and supplies will be divided in the same manner as contributed by member counties and cities that financed the Council operations within the last year.

Section 2. Duration of the Agreement.

The joint agreement represents a voluntary association of general purpose units of local governments providing planning, technical aid, and assistance capabilities to its membership and other units of local governments. This agreement shall remain in effect as long as five counties representing 60 percent of the area population continue membership and financial support.

Annual reaffirmation of commitment to this agreement by each member government shall take place prior to the beginning of the Council's fiscal year.

Section 3. Governing Body.

The governing body of the area served shall be the Northeast Council of Governments.

Section 4. Fiscal Year.

The fiscal year of the Council shall begin on the first day of January and terminate on the thirty-first day of December and the term of this JCA covers the entire fiscal period referenced.

Section 5. 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.

Article II

Section 1. Members.

Membership shall consist of 1) two county commissioners from each county, selected by the respective county commission, 2) in member counties, one mayor or city council member from each city of at least 950 population or from the largest city in the county if no cities are at least 950 population. 3) one representative of non-governmental or private sector interests from each member county, and 4) one representative from the tribal council in a member dues-paying county .

Section 2. Ex-Officio Membership.

The Chairperson of all Council subcommittees shall serve as nonvoting members of the Council. In addition, the Council may, when deemed advisable by the majority of the Council members, appoint nonvoting

members in an advisory capacity or appoint additional voting members not to exceed one-half of the regular membership.

Section 3. Proxies.

Each Council member, with the approval of his respective governing board, may appoint a temporary representative to serve in his absence. The appointed individual assumes all rights and privileges of the Council member.

Article III

Section 1. Regular Meetings.

The Council shall establish a schedule of regular meetings at such place and time within the area as it may designate.

Section 2. Meetings--Special.

Upon the written request of eight members of the Council or when deemed expedient, the Chairperson shall call a special meeting of the Council for the purpose of transacting business designated in the call. The call for such special meeting shall be delivered to each member or may be mailed to each member not later than three days before the meeting. At such special meeting, no business shall be considered other than is designated in the call.

Section 3. Quorum.

A majority of members of the Council shall constitute a quorum for the purpose of conducting business. When a quorum is present, a majority of those present will decide all issues presented.

Section 4. Rules--Action of the Council.

The rules contained in the last revised edition of Robert's "Rules of Order" shall apply in all meetings of the Council to the extent that such rules are not in conflict with the agreement or its bylaws. In the conduct of all business by the Council, the following is set forth as a guiding principle.

1. It is the basic objective of this Council to unite all beliefs and interests in the fulfillment of a sound program for the development of the area served.
2. This objective can only be obtained by the use of the best techniques of group thinking and by minimizing any elements of force in the action of the group.
3. It is the guiding policy of this Council that in all of its activities, every reasonable effort shall be made to attain the closest possible approach to unanimous consent.

Article IV

Section 1. Officers.

The Council shall elect officers for the position of Chairperson, Vice Chairperson, and Secretary/Treasurer.

Section 2. Subcommittees.

The Council may form subcommittees to serve at the pleasure of the Council and to carry out its work.

Section 3. Executive Board.

Additionally, the Council may create, through bylaws, an Executive Board with delegated powers as specified in those bylaws.

## Article V

### Section 1. Powers of the Council.

1. To prepare broad modular planning units of development for the area served, including, but not limited to population, economy, governmental services, utilities, education, housing, transportation, recreation, health, natural resources, manpower, law enforcement, social services, poverty, and economic development.
2. To assist individual counties and municipalities in the area to participate more effectively in State and Federal funding programs.
3. To review and make recommendations on projects which will affect the development of the area in accordance with the various plans and programs of the area served.
4. 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 laws.
5. To compile, prepare, publish, and disseminate information about the various resources of the area served and subareas.
6. To cooperate and coordinate the activities of local grants with organizations similar to the council, State, and Federal agencies.
7. To analyze existing Federal and State legislation and programs to determine its affect on local governments.
8. To promote local decision making and local control of those projects and programs affecting the constituency of the area.

### Section 2. Limitation of Powers.

In the carrying out of its purpose, powers, and functions, the Council, its members, and the Council staff shall remain within these guidelines or limitations:

1. All plans shall be advisory 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, counties, or tribal governments under other applicable State or Federal statutes.
4. Plans are to reflect goals and objectives for harmonious development of the area.
5. Plans prepared by or for the Council shall be transmitted to all affected governmental bodies which are members of the Council. It will be for these governmental bodies to adopt them as their own for purposes of planning and development.
6. No power of eminent domain is to be exercised.
7. The Council cannot engage in construction projects.
8. The Council cannot regulate the agricultural or other use of the land.

Section 3. Staff.

For the purpose of this agreement, the Council is authorized to hire staff and provide all necessary support services to carry out the intent of this agreement.

Article VI

Section 1. Finance.

The Council shall determine the amount of local matching money that will be requested from the boards of county commissioners and member cities for each fiscal year of the Council's operation. This amount will be determined after the Executive Director presents his/her proposed budget to the Council listing possible sources of Federal, State, local, and private funds available on a matching basis to operate the Council during each specific fiscal year.

Section 2. Local Share.

The local share for the next fiscal year shall not exceed the following amounts, with actual allocations determined by vote of the Council.

<u>Unit of Government</u>	<u>Maximum Local Share</u>
Beadle County	\$13,545.96
Huron	2,826.74
Brown County	21,709.33
Aberdeen	5,793.42
Groton	1,413.37
Campbell County	5,872.54
Herreid	1,413.37
Day County	8,234.05
Webster	1,413.37
Edmunds County	6,998.53
Ipswich	1,413.37
Faulk County	6,240.04
Faulkton	1,413.37
Hand	6,824.19
Miller	1,413.37
McPherson County	6,467.34
Eureka	1,413.37
Marshall County	7,229.38

Britton	1,413.37
Potter County	6,449.66
Gettysburg	1,413.37
Spink County	8,706.35
Redfield	1,413.37
Walworth County	7,814.78
Mobridge	1,413.37

Article VII

Section 1. Amendments.

Amendments to this agreement may only be made with the full concurrence of two-thirds majority of those present of the member governments.

Section 2. Termination of this Joint Cooperative Agreement.

With mutual written agreement from both parties, a member county may terminate the agreement for services. During the period of service under this JCA, the termination notice is to be provided in writing with six months notice prior to the end of each fiscal year to receive any dues reimbursement. The NECOG Executive Board has the authority to approve or deny the reimbursement request.

Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Chairperson

ATTEST:

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Unit of Government