

**MINNESOTA COUNTIES  
COMPUTER COOPERATIVE**

**BYLAWS**

As adopted March 2, 1978  
As amended November 30, 1978  
As amended June 8, 1979  
As amended June 11, 1982  
As amended September 9, 1983  
As amended June 8, 1984  
As amended October 4, 1984  
As amended June 13, 1986  
As amended June 12, 1987  
As amended November 15, 1988  
As amended June 9, 1989  
As amended June 8, 1990  
As amended June 14, 1991  
As amended June 12, 1992  
As amended June 6, 2002  
As amended June 9, 2004  
As amended June 8, 2005  
As amended June 6, 2007

**BYLAWS OF THE  
MINNESOTA COUNTIES COMPUTER COOPERATIVE**

**ARTICLE I**

**PURPOSE**

Section 1. The purpose of the Minnesota Counties Computer Cooperative is to provide for an organization through which the parties may jointly and cooperatively provide for the establishment, operation, and maintenance of data processing systems, facilities, and management information systems for the use and benefit of the parties.

**ARTICLE II**

**POWERS**

Section 1. The Minnesota Counties Computer Cooperative shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization as set forth in the Amended and Restated Joint Powers Agreement of even date (the "Joint Powers Agreement").

**ARTICLE III**

**DEFINITIONS**

Section 1. "Cooperative" shall mean the Minnesota Counties Computer Cooperative.

Section 2. "Board" shall mean the Cooperative's Board of Directors, to be organized and operated as provided herein. Except as otherwise restricted or specified herein, the term "Board" shall refer to the Executive Committee at any time between meetings of the Board.

Section 3. "Executive Committee" shall mean the Officers and Regional Representatives of the Board, including the immediate past Chairperson.

Section 4. "Joint Powers Agreement" shall mean the Joint Powers Agreement, as adopted by each eligible Member as provided in Minnesota Statutes 471.59, and as may be amended from time to time.

Section 5. "License Agreement" shall mean a memorandum of agreement between the

Cooperative and a non-governmental agency or group licensee that is not otherwise entitled to enter into a Joint Powers Agreement, and that wishes to participate in Cooperative programs for the purpose of licensing Cooperative software and participating in one or more User Groups. The memorandum of agreement shall define the responsibilities and obligations of both the Licensee and the Cooperative.

Section 6. "Member" shall mean a Minnesota county or other governmental entity or an eligible out-of-state member agency as defined below that has adopted the Joint Powers Agreement and has paid the member dues and one-time member fees established by the Cooperative.

Section 7. "Voting Member" shall mean a Member county or other governmental entity located within Minnesota that participates in at least two User Groups, not including the Information Services Support Group.

Section 8. "Non Voting Member" shall mean a Minnesota-based Member county or other governmental entity that participates in only one User Group, or one User Group and the Information Services Support Group; and/or an out-of-state Member, regardless of participation levels. Prior to admission, each proposed out-of-state Members must be approved by the decision making body of the User Group(s) that such out-of-state Member wishes to join

Section 9. "Licensee" shall mean an agency, group or other entity that is a not a Member, including, without limitation, an agency of a non-county governmental entity, or a nonprofit corporation, or a trade association, or such other eligible participant that may be authorized from time to time by the Executive Committee to participate in one or more User Groups, and that has entered into a License Agreement with the Cooperative.

Section 10. "Delegate" shall mean the full time or part time county employee designated by the County Board of Commissioners of a Voting Member from time to time to serve on the Board. "Alternate Delegate(s)" are those full time or part time county employees that are authorized to attend meetings and take action at a Board in absence of the Delegate, provided that such employees are disclosed to the Cooperative and ranked in the order that they are allowed to participate in absence of the Delegate. Each County Board must designate at least one Alternate Delegate at all times. Each County Board shall also designate at least one Alternate Delegate to attend for those User Group and/or Support Group meetings that such Voting Member participates in, and may rank and prioritize participation of its Alternate Delegates by User Group and/or Support Group, if it so desires.

Section 11. "Representative" shall mean a full time or part time employee as designated from time to time by the board or other governing body of a Non Voting Member or of a Licensee to represent that entity in those User Group(s) in which that user participates. One or more "Alternate Representative(s)" shall also be appointed for each such user to attend and participate in User Group and/or Support Group meetings, and may be ranked in order and priority of participation by the governing board or body.

Section 12. "User Group" shall mean a group of Members and/or Licensees who use common software application(s) and who meet regularly to provide direction to the Executive Committee

regarding selection of vendors for software development, maintenance, marketing, training, modifications, and enhancements for such software applications and services. User Groups fall into two categories: a) Large User Groups with 40 or more users; or b) Small User Groups with less than 40 users. For purposes of defining User Group size, each Member or Licensee shall be counted as a single user, regardless of the number of internal licensed seats, authorized users, etc. held by such Member or Licensee.

Section 13. "Support Group" shall mean a group of Cooperative Members and/or Licensees whose data processing personnel regularly meet to provide technical assistance to the Cooperative staff and User Groups; coordinate information systems training; evaluate software, hardware, documentation, services and education; and, in general, help assess and maintain quality information systems for the Cooperative.

Section 14. "Dues" shall mean each Member's and/or Licensee's annual payment to the Cooperative consisting of an equitable share (as determined by the Board) of the annual budget approved by the Board at the Annual Meeting.

Section 15. "One-Time Fee" shall mean the payment established by the Executive Committee to be made by a county or other entity at the time it initially becomes a Member of the Cooperative; or to be made by a Licensee upon execution of a License Agreement.

Section 16. "Charges" shall mean annual or other periodic charges billed to a Member and/or Licensee for services provided or to be provided to that party as a result of membership in a User Group and/or Support Group (hereinafter, "Service Charges"), and/or Charges billed to a Member and/or Licensee for goods or services specifically requested by such participant ("Special Charges"), and an equitable share of the cost of the Cooperative's Annual Meeting ("Meeting Charges").

#### **ARTICLE IV**

#### **COOPERATIVE OFFICE**

Section 1. The principal office of the Cooperative shall be at a location determined by the Executive Committee.

#### **ARTICLE V**

#### **RULES AND REGULATIONS**

Section 1. From time to time, and unless otherwise specified or restricted by the Board, the Executive Committee may adopt Rules and Regulations to govern the business of User Groups and the Support Group regarding group membership fees, Charges for software applications that the group is concerned with, and any other group-related matters not specifically addressed by Articles I through XIII of these Bylaws. Such Rules and Regulations shall be considered supplementary to the Bylaws, and cannot conflict with or be inconsistent with these Bylaws, and may at any time be modified, replaced or repealed by majority vote of the Board.

## ARTICLE VI

### MEMBERSHIP

Section 1. (a) Each Voting Member shall have one (1) vote in each User Group for purposes of managing the application(s) used therein, together with one (1) seat on the Board.

(b) Each Non Voting Member, Licensee, and out-of-state Member is entitled to one (1) vote in each User Group it belongs to, but shall have no seat or vote at the Board level.

Section 2. (a) A joint powers entity, either as a Member or Licensee, may serve as the representation and fiscal agent for entities belonging to it, but each individual member of such joint powers entity that is not and never has been a Member or Licensee of the Cooperative is liable for and must pay the Dues, One-Time Fee and all other then-current applicable Charges set by the Board, in order to use software and otherwise participate in the Cooperative through a joint powers entity.

(b) For each User Group in which it uses Cooperative software or otherwise participates, each Non Voting Member and Licensee shall pay the then-current annual User Group Dues set by the Board, which Dues shall not exceed the amount of then-current Member Dues set by the Board.

Section 3. A Member or Licensee shall cease to qualify for further use of Cooperative software applications and other participation and will be excluded and terminated therefrom when it fails to comply with the provisions of the Joint Powers Agreement, the License Agreement, these Bylaws, or such Rules and Regulations as may be issued from time to time by the Board. An essential and material condition of participation is also the timely payment of all One-Time Fees, Dues, Charges, or other assessments made by the Cooperative from time to time. Exclusion shall be effective on delivery of termination action by the Board, whose determination shall be final.

Section 4. Any Member or Licensee that ceases to qualify for participation in the Cooperative shall remain liable for its full share of any Dues, Charges or other costs accrued prior to its termination of participation, payable as and when due, or otherwise as designated by the Board. In lieu of continued payments by such terminated Member or Licensee, the Board which shall reserve the right to assess a lump sum termination payment against such Member or Licensee, and which will be computed by subtracting the stated value (or such value as may be determined in good faith by the Board) of any accrued, but unpaid joint ownership share of Cooperative software applications or other assets co-owned and developed by such participant from such terminating user's remaining aggregate future payments due for all Dues, Charges and other fees, and then reducing such sum to present value (using the then-current Wells Fargo Bank NA prime lending rate). Terminated users shall in no event be entitled to a credit if the amount due after present value calculations is negative. Except as may be available by application and in the manner identified in the Joint Powers Agreement or License Agreement for software, as applicable, a terminated Member or Licensee shall retain no ownership or other interest in Cooperative properties or revenues following termination as specified herein.

## **ARTICLE VII**

### **BOARD DELEGATES**

**Section 1.** The Delegates to the Board shall be appointed by the County Board of Commissioners of each county Voting Member, or such other ultimate governing body for other Voting Members. Each Voting Member, regardless of size, population, or other factor, shall appoint one Board Delegate, to be selected from its then-current full time or part time employees, and shall also appoint, maintain and disclose to the Cooperative its listing of Alternate Delegates, who must also be full time or part time employees, and who may serve, attend and vote at Board meetings in the absence of the Delegate from his/her employer, and in the priority and order if and as designated by such County Board.

**Section 2.** A Delegate shall continue to serve until his/her successor is appointed and qualified. The Cooperative office shall be promptly notified in writing by each Voting Member of all Delegate and Alternate Delegate appointments, and any changes thereto. Only then-current Delegates or Alternate Delegates as disclosed to the Cooperative may vote at Board meetings.

**Section 3.** (a) A Voting Member's Delegate or Alternate Delegate shall also serve as that county's representative to any User Group(s) in which the county is participating. The County Board (or other ultimate governing body), shall appoint one or more Alternate Delegates to represent that Voting Member at the User Group meetings in the Delegate's absence. By written notice, such Voting Member may also authorize and direct that one or more Alternate Delegates shall represent such Voting Member in lieu of the Delegate.

(b) Non Voting Members and Licensees shall each appoint one Representative to each User Group or Support Group in which they participate, and may appoint one or more Alternate Representatives, using written notices, and enjoying User Group and Support Group priorities and alternative representations similar to those established in this Article VII for Delegates and Alternate Delegates.

## **ARTICLE VIII**

### **SELECTION/DUTIES OF OFFICERS AND EXECUTIVE COMMITTEE MEMBERS**

**Section 1.** At each Annual Meeting, commencing with the Annual Meeting at which the Board approves the amendment and restatement of these Bylaws, the Voting Members shall elect from among the then-current Delegates, the office of Secretary-Treasurer, together with any other office occupied in the immediately preceding term by any person filling an office vacancy by appointment, and who had not been elected as an officer within the preceding two years by majority vote of the full Board. Subject at all times to the preceding rule requiring all officers to be elected by the full Board, at the next Annual Meeting, the Board shall appoint the Vice Chairperson as Chairperson, the Secretary-Treasurer shall be appointed Vice Chairperson, and a new Secretary-Treasurer shall be elected from the remaining Delegates. New officers shall take

office at the adjournment of the Annual Meeting of the Board in the year in which they are elected.

Section 2. In addition to the officers selected by the Board as set forth in Section 1, there shall be elected four (4) Regional Representatives, who shall serve from four (4) geographic regions as determined by the Board. Each Regional Representative, who must be either a Delegate or an Alternate Delegate, shall be elected by the Voting Members and Non Voting Members of such region, and shall each serve for a term of two (2) years following election. The Regional Representatives of Regions I and III shall be elected in even-numbered years; the Directors of Regions II and IV shall be elected in odd-numbered years, with all such elections conducted at the annual regional meetings.

Section 3. The Executive Committee shall consist of the then-current Board officers, and the four (4) Regional Representatives. The immediate past Chairperson shall serve as an ex-officio, non-voting member of the Executive Committee.

Section 4. A vacancy in the Executive Committee shall immediately occur in the office of any officer or director upon his/her resignation, retirement or death, or upon otherwise ceasing to be a qualified Delegate.

Upon any vacancy occurring in any office with less than six months remaining in the then-current term, the Executive Committee shall appoint a successor, to serve out the remainder of the then-current term, with a new election for each such vacated office to be held at the next annual meeting of the full Board.

Upon any such vacancy occurring in any office with at least six months remaining in the then-current term, it shall be filled by a special election of the full Board, after giving effect to the normal progression of remaining officers from Secretary-Treasurer to Vice Chair, and Vice Chair to Chair, with the special election to fill each office for the balance of the then-current term, and with such officers so elected subject to normal progression rules as identified in Section 1 above for succeeding terms.

Upon vacancy occurring among the Regional Representatives, the Region shall fill such position for the balance of the then-current term pursuant to Article VIII, Section 2.

Section 5. The Chairperson shall preside at all meetings of the Board and of the Executive Committee. The Chairperson shall serve as the principal spokesperson for the Cooperative.

Section 6. The Vice Chairperson shall act as the Chairperson by written direction of the Chairperson, and/or in the absence of the Chairperson at any meeting that the Chairperson cannot attend.

Section 7. The Secretary-Treasurer shall be responsible for keeping a record of all the proceedings of the Board and Executive Committee, for custody of all funds, for the keeping of all financial records of the organization and for such other matters as shall be delegated him/her

by the Board.

Section 8. The Board may appoint from among its Delegates a recording secretary, who, if appointed, shall assist the Secretary-Treasurer in making a written record of all Cooperative meetings, and with such other duties or assignments as the Chairperson or Secretary-Treasurer may designate.

Section 9. The Executive Committee may create, modify or disband User Groups, Support Groups or special groups or committees. The Executive Committee may appoint persons as deemed appropriate to serve on special committees.

Section 10. The Executive Committee may be delegated or special responsibilities and authority at the discretion of the Board, unless otherwise specifically provided for by the Bylaws, Joint Powers Agreement or other Rules and Regulations. Unless otherwise expressly prohibited in the Amended and Restated Joint Powers Agreement or these Bylaws, the Executive Committee shall govern and manage the Cooperative in all respects in between Annual Meetings or other duly called Board meetings.

Section 11. The Executive Committee or its designees shall participate in the negotiation of contracts with vendors chosen by majority vote of the appropriate User Group or special committee for goods or services and may execute contracts only after approval of a majority of the members participating in the User Group or special group or committee.

Section 12. The Executive Committee shall also negotiate and execute contracts for goods and services already approved in the Cooperative's annual budget.

## **ARTICLE IX**

### **STAFF**

Section 1. The Executive Committee may employ or contract for appropriate full time or part time professional, administrative, technical or other staff members. Changes in the number of staff positions shall be approved by the Board.

## **ARTICLE X**

### **COST SHARING AND FUNDS**

Section 1. The fiscal year of the Cooperative shall be the calendar year, beginning January 1 and ending December 31.

Section 2. Subject to approval by the majority of the Board at the Annual Meeting, the Executive Committee shall calculate and propose annual Dues and Charges through an equitable cost-sharing formula and annual budget. Upon approval at the Annual Meeting, the cost-sharing formula and annual budget for the next fiscal year shall be final and binding upon members, and

a summary thereof shall be prepared and forwarded to each Delegate of each voting Member no later than July 15<sup>th</sup> of each year.

Section 3. In the absence of a specific agreement stating otherwise, the Cooperative's development costs will be shared equally by those Members and Licensees participating in and belonging to the applicable User Group. In development programs where all members are participating, new User Group members shall participate and share equally by making an initial payment calculated to cover its pro-rata, equitable share of the development costs accrued to the point of becoming a User Group member. In development programs where all User Group members are not participating, new User Group members have the option to participate or not to participate. Where a specific agreement has been approved by majority vote of any User Group, that agreement shall govern the methods used by the Cooperative to allocate and invoice for cost sharing.

Section 4. Dues are payable in full upon receipt of billing from the Cooperative and are nonrefundable.

Section 5. Failure to pay, within forty-five (45) days of date of invoice, any Cooperative Dues, Charges, or other amounts billed by the Cooperative shall result in a late-payment penalty charge at the rate of one percent (1%) per month, compounded, on the unpaid balance. The Executive Committee shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause. Each Joint Powers Agreement and License Agreement shall contain provisions obligating each Member or Licensee to pay or reimburse the Cooperative for its reasonable attorney's fees and other expenses incurred in the enforcement of any right or remedy thereunder.

Section 6. The Secretary-Treasurer shall be authorized to establish a bank account for the Cooperative in a federally insured financial institution.

Section 7. Expenditures of the Cooperative shall not exceed the total approved budget for any one-year; with the exception of the Equipment Budget which can be carried over year-to-year to be used for equipment purchases only.

## **ARTICLE XI**

### **BOARD MEETINGS**

Section 1. The Annual Meeting shall be at a date and location determined by the Executive Committee in accordance with these Bylaws. The Annual Meeting shall be for the selection of officers, the establishment of an equitable Dues structure and adoption of an annual budget for the next year, and any other business as deemed appropriate by the Board. All Members and Licensees shall receive notices of and reports prepared for the Annual Meeting, although voting is limited to Voting Members.

Section 2. The Executive Committee shall present an annual report to members of the activities of the Cooperative. The Executive Committee shall keep true and accurate accounts and records

of all of its activities.

Section 3. Meetings of the regional membership may be held quarterly or at the call of the duly elected Regional Representative.

Section 4. A special meeting may be called by the Chairperson upon giving at least ten (10) days written notice to the other Board members. Notice of a special meeting may be waived before, at, or after such meeting, in writing signed by each Board member.

Section 5. The regular monthly meeting of the Executive Committee shall be held on the second Thursday of each month, which time may be rescheduled in any month for good cause by the Chairperson.

Section 6. A quorum shall consist of 50% or more of the members of the Board, and a vote by the majority present shall determine Board direction.

Section 7. Roberts Rules of Order shall be followed in the conduct of each meeting unless suspended by the members of the Board in attendance at the meeting.

Section 8. Upon the approval of the Executive Committee, the Board may act by emailed or mailed ballot. A vote of two-thirds majority of the full Board members is required for any action taken by the full Board. The emailed or mailed ballot procedure shall not be used unless the Board has had an opportunity to discuss at a scheduled regional meeting the issue to be decided and the Board members knew fifteen (15) days in advance of such regional meeting that the issue would be discussed.

## **ARTICLE XII**

### **AMENDMENT OF BYLAWS**

Section 1. These Bylaws may be amended by a vote of the majority of the members of the Board at any meeting of the Board, provided that notice of such proposed amendment shall have been given in writing at least ten (10) days in advance to all members. The Board shall forthwith notify the members of any and all amendments adopted.

## **ARTICLE XIII**

### **FINANCIAL OBLIGATION**

Section 1. Pursuant to each Member's Joint Powers Agreement or Memorandum of Agreement, a Member must provide the Cooperative with written notice of its objection to any new proposed financial obligation, other than future Dues, which are exclusively subject to the provisions of Article X, Section 2 above, or One-time Fees, Charges, previously assessed to such Member. Written notice of such objection must be provided within forty-five (45) days of initial notification of the financial obligation by the Cooperative. Declination of any proposed financial obligation may result in suspension or termination of Member rights in the User Group where the financial obligation was approved. Delinquent payment of Dues may result in suspended Member rights to the Cooperative, or termination, as determined by the Executive Committee.

These Amended and Restated Bylaws have been dated and are effective as of the 6<sup>th</sup> day of June, 2007.