



Minnesota Counties Computer Cooperative

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**RULES AND REGULATIONS**

**OF THE**

**MINNESOTA COUNTIES COMPUTER COOPERATIVE**

**COUNTY ATTORNEY USER GROUP**

Adopted 2/21/03  
Approved May 14, 2007

In accordance with Article V, Section 1, of the Minnesota Counties Computer Cooperative (MCCC) By-laws, the following supplemental rules and regulations governing the business of the County Attorneys User Group are promulgated.

## **ARTICLE I PURPOSE**

**Section 1.** The purposes of the County Attorney User Group are to provide direction to the MCCC Executive Committee regarding vendor selection and vendor contracts, to determine and approve changes, modifications, or enhancements to existing software applications, to identify the need for and requirements of new software applications, and to conduct business necessary to the operation of the County Attorney User Group.

## **ARTICLE II PARTICIPATION**

**Section 1.** Minnesota counties **and cities with the approval by the Executive Committee**, are eligible to become members of the County Attorney User Group. Members of the County Attorney User Group are also known as “Owner Agencies.” To become an “Owner Agency” the entity must have either: 1) financially participated in the purchase or development of the application system or optional modules; or 2) paid all appropriate financial obligations for the application system or optional module. The amount of financial participation paid by **Owner Agencies** or the cost of distribution for an application system development project or optional module is determined by the **User Group**.

**Section 2.** Non-owner entities may license application software or optional modules that the Owner Agencies have determined they are willing to license, for a license or other fee as established by the owner agencies. Non-owner agencies shall be called “Licensees” and shall not be able to vote on issues relating to the management of the application system or optional module, nor shall **Licensees** have any financial interest in the application system or optional module. Licensees will be required to acquire maintenance, support and/or other services through a vendor or other means specified by the **User Group**.

**Section 3.** Licensees may attend User Group and other meetings related to the application system or optional module for which they have obtained licenses, but shall not be eligible to vote.

## **ARTICLE III ORGANIZATION AND STRUCTURE**

**Section 1.** The County Attorneys User Group shall be organized as a User Group, **User Group Executive Committee**, and designated Working Committees necessary to conduct the business of the User Group.

**Section 2.** **The User Group Executive Committee is responsible for the day-to-day operations of the User Group and shall consist of:**

- a. the Chairperson, Vice Chairperson, and Recording Officer of the User Group, elected by members of the User Group,
- b. one representative from each of the geographical regions established by the MCCC, elected by members of the User Group,
- c. one City representative, elected by those Cities which are owner agencies of the User Group, and
- d. the immediate past Chairperson of the User Group.

**All members of the User Group Executive Committee, except the City representative, shall be representatives of county Owner Agencies.** In electing the representatives to the **User Group** Executive Committee, the User Group shall take into consideration agency size and geographic location of the prospective members so that they are representative of the User Group as a whole. Officers and other User Group Executive Committee members shall serve a one year term with no term limits.

**Section 3. The Chairperson shall prepare an agenda for and conduct meetings of the User Group and Executive Committee and shall appoint members of the Working Committees. The Vice Chairperson shall conduct meetings in the absence of the Chairperson and shall succeed the Chairperson if the Chairperson resigns or is otherwise unable to complete his or her term. The Recording Officer shall keep minutes for all User Group Executive Committee and User Group Meetings.**

**Section 4. County Attorney user Group Officers, the Past Chair, Chairperson, Vice Chairperson, and Recording Officer shall each be one-year rotating positions. Each year, at the annual business meeting, the Recording Officer is elected. The past Recording Officer will move to Vice Chairperson, the Vice Chairperson will move to Chairperson, the Chairperson will move to Past Chairperson and the Past Chair will move off of the Executive Committee. Each position is a one-year position. In the event that one of the Officers leaves their position with more than six months remaining in the term, all officers will move up one position and the User Group (via meeting or email ballot) will elect a new Recording Officer to serve out the term. In the event that one of the Officers leaves their position with less than six months remaining in the term, all officers will move up one position and the Chairperson will appoint a temporary Recording Officer to serve out the term.**

**Section 4.** Each Owner Agency participating in the User Group is entitled to one vote.

**Section 5.** A designated alternate of an Owner Agency may vote in the absence of the Agency's delegate at any User Group meeting and on behalf of a geographical **or city** representative at the **User Group** Executive Committee meetings.

**Section 6.** The **User Group** Executive Committee may form Working Committees to address issues important to the User Group. A member of the **User Group** Executive Committee shall **serve as** chair or co-chair of each Working Committee. Assigned staff from any User Group **Owner** Agency may participate and vote as a member of a Working Committee; however, no **Owner** Agency may have more than one vote on any

Working Committee. The User Group shall adopt rules and prescribe procedures for the operation of Working Committees. Licensees may participate in Working Committees but do not have the right to vote.

**Section 7.** Meetings of the User Group may be called by the User Group Chair, a majority of the **User Group** Executive Committee members, or upon written request of 30% of the User Group members. Meetings of the **User Group** Executive Committee may be called by the User Group Chair or a majority of the **User Group** Executive Committee members. All User Group, **User Group** Executive Committee, and Working Committee meetings will comply with the “open meeting laws” for the State of Minnesota. Meetings will be conducted according to “Robert’s Rules of Order” **and these bylaws.**

**Section 8.** A quorum shall consist of 50% plus one of the appointed representatives or delegates of the User Group, **User Group** Executive Committee, or Working Committee at a duly called meeting. A quorum is needed to conduct business of the User Group and **User Group** Executive Committee.

**Section 9.** The **User Group** Executive Committee shall prepare a detailed, annual budget for the User Group operations. The User Group shall, at its annual meeting, adopt a budget for the coming calendar year that will meet the User Group needs. This budget shall include an Enhancement Fund for to be used for unforeseen, mandated changes **and program enhancements. The User Group Executive Committee may determine expenditures of the Enhancement Fund as long as the expenditures do not exceed the balance remaining in the Enhancement Fund. Expenditures beyond those budgeted or reserve funds must be approved by the User Group.** Quarterly financial reports shall be provided to the User Group by the MCCC.

**Section 10.** All general business of the User Group, including increases in costs and fees, may be acted upon by a simple majority of Owner Agencies present at a duly called meeting when a quorum is present. Voting may also be conducted by mail, conference call, fax, interactive TV, or e-mail vote if authorized by the **User Group** Executive Committee. If a method of voting other than in-person voting is used, a majority of the User Group members must approve the action before it becomes effective.

**Section 11.** The MCCC Executive Committee, elected by and acting on behalf of the MCCC Board, approves all expenses and monetary commitments.

**Section 12.** Support for meetings, mailings, research, contracting, billing, vendor monitoring, and other similar services will be provided by the MCCC staff.

**Section 13.** Notice of User Group, **User Group** Executive Committee, and Working Committee meetings must be provided **to Owner Agencies and Licensees, at least ten (10) days** prior to a meeting. Notice of a meeting may be waived, before, at, or after such meeting, in writing signed by the User Group **Owner Agency.** Meeting notices and other User Group correspondence shall be sent to the **Owner Agency’s** designated delegate. Meeting minutes shall be generated for all User Group, **User**

**Group** Executive Committee, and Working Committee meetings by the designated recording officer and shall be distributed to all User Group **Owner Agencies** and Licensees. Regular mail, email, or faxed notice **sent to each Owner Agency and Licensee** satisfies the requirements of this Section.

**Section 14.** The User Group shall meet a minimum of **four (4)** times per year to deal with policy, contract, and financial issues. **To the extent possible and practical, User Group meetings shall be combined with training.** One of the required meetings shall be the annual meeting held on the third Friday of May each year. **Officers shall be elected and an annual budget adopted at the annual meeting.** The User Group Executive Committee and Working Committees shall meet on an as needed basis. **Meetings shall be held at times and locations determined appropriate by MCCC staff.**

**Section 15.** Enhancements are changes or modification to existing systems, modules, or programs, or the development or purchase of new programs.

**a. A “participatory enhancement” is initiated at the request of, and available for the benefit of, a limited number of members. A participatory enhancement, and future updates of such enhancements, shall be paid for by those members who benefit from the enhancement.**

**b. A “global enhancement” benefits all user group members and shall be paid for and supported by all Owner Agencies and Licensees.**

Any **Owner Agency** can request an enhancement by completing a User Group Enhancement Request Form and forwarding it to the MCCC office. All enhancement requests will be sent to the **User Group** Executive Committee for its consideration or referral to an appropriate committee. Proposed enhancements will be explained on the MCCC website. **Owner Agencies and Licensees** are encouraged to view the proposed enhancements and actions, and to offer their comments and suggestions via the MCCC website. **The User Group Executive Committee can implement a global enhancement only if there are sufficient monies in the Enhancement Fund to pay for the enhancement. Enhancement expenditures in excess of the balance in the Enhancement Fund, must be approved by the User Group.**

**Section 16.** A training session will be held at least once per year in each of the four geographical regions established by the MCCC.

## **ARTICLE IV USER GROUP FEES**

**Section 1.** Members of the User Group agree to pay the dues established by the MCCC Board of Directors as provided for in Article X, Sections 2 and 4 of the MCCC By-laws. **(MCCC By-laws are available at the MCCC website, mnccc.org)**

**Section 2.** All travel, lodging, and meal expenses incurred by members of the User Group or Licensees shall be paid by their respective agencies, except mileage expenses incurred by members of the Executive Committee and Working Committees shall be paid by the User Group. **User Group Executive Committee**

**and Working Committee members shall submit mileage expenses quarterly to the User Group for reimbursement.**

**Section 3.** The County Attorney User Group shall establish **Owner Agency** and License fees for User Group software under its management. Training fees will be set by the **User Group**.

## **ARTICLE V TERMINATION**

**Section 1.** An **Owner Agency or Licensee** intending to end its participation in the User Group shall inform the MCCC office in writing not less than ninety (90) days prior to the **User Group** Annual Meeting. **Owner Agencies and Licensees** are responsible for all fees and expenses incurred by the User Group prior to the date the withdrawal becomes effective.

**Section 2.** An Owner Agency, which terminates its participation in the County Attorneys User Group in compliance with Section 1 of this Article, upon termination, shall have right to:

a) Intellectual property owned by the User Group including, but not limited to: the source code, libraries, documentation, subroutines, other materials, and information relating to the software product; and

b) Information and documentation from vendors relating to third party and vendor proprietary products including, but not limited to, libraries, included subroutines, parameters, and other items that are necessary for the member to maintain, support, modify, and create derivative works for software products. A member that leaves the User Group may not sell, give, or otherwise transfer in any manner any of the User Group software products, documentation, routines, or other intellectual property. Any member that leaves the User Group shall hold MCCC and its members harmless from any liability, damages, charges, or other claims relating to the software products, their use, past services, past support, and any claims arising out of future use.

**Section 3.** Licensees that leave the User Group must terminate use and return all copies of the software products distributed by the User Group unless otherwise provided within their license agreements.

**Section 4.** Any **Owner Agency or Licensee** that leaves the User Group and later asks to rejoin the **User Group or reinstate its licensee** shall pay the lower of a new financial ownership interest, full license fee, or the proportional share of all software improvements, including enhancements and development projects that have occurred since the agency terminated its involvement. In no case shall this financial obligation be less than that for which the agency would have been responsible if it had not terminated.

**Section 5.** An **Owner Agency or Licensee** that does not pay its assessed fees in a timely manner or violates the conditions of software agreements or licenses, may be terminated by majority vote of the **User Group**. Upon termination under these conditions, the **Owner Agency or Licensee** shall immediately terminate use

**and return all copies of the software or other products distributed by the User Group.**

## **ARTICLE VI AMENDMENTS**

Section 1. These Rules and Regulations may be amended by the User Group subject to approval by the MCCC Executive Committee. Notice of any proposed changes in the Rules and Regulations must be provided **in writing** to each member agency at least thirty (30) days in advance of any vote to amend or change this document.