



**MINNESOTA COUNTIES  
COMPUTER COOPERATIVE  
BYLAWS**

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## ARTICLE I: PURPOSE

### Section 1

The purpose of the Minnesota Counties Computer Cooperative ("MnCCC") is to jointly and cooperatively provide for the establishment, operation, and maintenance of data processing systems, facilities, training services, managed professional services and management information systems for the use and benefit of the parties, as well as the commercialization of its proprietary software for licensed use by third 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.

## ARTICLE III: DEFINITIONS

### Section 1

"Board" shall mean the MnCCC's Board of Directors, to be organized and operated as provided herein.

### Section 2

"Charges" shall mean any and each of: (a) annual Dues 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; (b) such other charges billed to a Member and/or Licensee for goods or services specifically requested by such participant; and (c) an equitable share of the cost of the MnCCC's Annual Meeting.

### Section 3

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

### Section 4

"ISSG" shall mean the Information Services Support Group, comprised of Member or Licensee information technology/data processing professional employees who meet to provide technical assistance to the MnCCC staff and User Groups: coordinate MnCCC information systems training; and evaluate and advise on software, hardware, documentation, education and managed professional services.

## **Section 5**

"Joint Powers Agreement" shall mean the Amended and Restated 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 6**

"Licensee" shall mean any other governmental subdivision, agency, group, or any non-governmental entity or group that is not eligible to be 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 Board to participate in one or more User Groups, and that has entered into a Licensee Agreement with the MnCCC.

## **Section 7**

"Licensee Agreement" shall mean an agreement defining the rights, responsibilities and obligations between MnCCC and a Licensee that wishes to participate in MnCCC programs for the purpose of licensing MnCCC software, acquiring managed professional services, and participating in one or more User Groups and/or the ISSG.

## **Section 8**

"Member" shall mean a Minnesota county or other Minnesota governmental subdivision that is eligible to enter into a joint powers agreement under Minnesota Statute § 471.59, and that has ratified and executed the Joint Powers Agreement and has paid those membership Dues and other Charges established by the MnCCC from time to time.

## **Section 9**

"Non-Voting Member" shall mean a Minnesota-based Member county or other Minnesota governmental subdivision that participates in only one or two User Groups. Non-Voting Members shall be entitled to receive notice of and attend all Member meetings, but shall not vote, or be counted for determining a quorum for voting purposes at Membership Meetings.

## **Section 10**

"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 Board regarding selection of vendors for software development, maintenance, marketing, training, modifications, and enhancements for such software applications and services. For purposes of User Group voting, 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 11**

"Voter(s)" are those full time or part time employee representatives of Voting Members that attend Member or User Group meetings and that vote on behalf of such Voting Member. Each Voting Member may, at its option, and from time to time, rank and prioritize the Voter participation for any meeting or other Voting Member resolution by delivering written notice thereof to the Executive Director, which ranking shall control for all purposes until revoked or replaced. In the absence of such ranking, any employee(s) of such Voting Member in attendance at a meeting shall determine internally how such ballots shall be cast, and who is entitled and authorized to deliver any Voting Member's ballot card

distributed at a Member meeting. For ballots, all Voter ballots will be tabulated, and the majority number of Voter votes of eligible employees shall determine the vote of such Voting Member, with any ties counted as a “no” vote, unless and to the extent such Voting Member has ranked and prioritized its Voters. In such event, the then-current ranking shall be followed in determining who is entitled to vote on behalf of such Voting Member.

### **Section 12**

“Voting Member” shall mean a Member county or other governmental entity located within Minnesota that participates in at least three User Groups, or at least two User Groups and the ISSG.

## **ARTICLE IV: MnCCC OFFICE**

### **Section 1**

The principal office of the MnCCC shall be at a location determined from time to time by the Board.

## **ARTICLE V: RULES AND REGULATIONS**

### **Section 1**

From time to time, the Board may adopt Rules and Regulations to govern the business and operation of all User Groups regarding membership fees, Charges for software applications, managed services agreements and/or other jointly authorized projects 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 at any meeting of the Board at which a quorum is present, or by affirmative vote of a majority of written or electronic ballots cast, with the total number of ballots so cast being at least equal to the number as would be sufficient to constitute a quorum for a Board meeting.

### **Section 2**

The Board shall also adopt, maintain and from time to time, update a set of core contract principles and minimum standards that must be included within any software or service agreements (e.g. development, enhancement, licenses, maintenance, support or other service agreements) or other MnCCC contracts. Any deviation from such core principals or minimum standards by any User Group will require the Board’s prior written consent.

## ARTICLE VI: MEMBERSHIP RIGHTS

### Section 1

1a.

Voting Members shall be the only Members entitled to vote on Member resolutions, and each Voting Member shall be entitled to cast one (1) vote for each Member resolution, as well as one (1) vote in each User Group for purposes of managing the application(s) and conducting other business therein, with all voting to be conducted by the Voting Member's Voter(s), subject to any then-current ranking and prioritization of record with the MnCCC's Executive Director.

1b.

Each Non-Voting Member is also entitled to participate in and cast one (1) vote in each User Group it belongs to, but shall have no vote on any Member resolution. Its User Group votes shall be cast by the then-current designated User Group representative, if one has been appointed by the Non-Voting Member by giving written notice to the Executive Director, or by those full or part time employees of such Non-Voting Member in attendance at any User Group meeting, or exercising the right, in the absence of any designated representative, to cast an electronic or mailed ballot. In the absence of any designated representative, votes of a Non-Voting Member shall be counted as cast by the majority of its employees attending such User Group meeting or participating in any electronic or mailed User Group ballot, with any ties counted as a "no" vote. Non-Voting Members shall also have the right to receive notices of and are entitled to attend any Member meetings, but shall have no voting rights, and shall not be counted for any quorum requirement.

1c.

Each Licensee shall have the right to receive notice of and attend each User Group or Member meetings, but shall have no voting rights, and shall not be counted for any quorum requirement.

### Section 2

2a.

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 MnCCC 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 MnCCC through a joint powers entity.

2b.

For each User Group in which it uses MnCCC 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 MnCCC 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, a Licensee 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, Costs (as defined in the Joint Powers



Agreement) or other assessments made by the MnCCC from time to time. Exclusion shall be effective on delivery of termination action by the Board, whose determination shall be final, binding and non-appealable.

#### **Section 4**

Any Member or Licensee that ceases to qualify for participation in the MnCCC 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, together with any attorney's fees or other costs incurred in collecting past due amounts, enforcing these Bylaws, the Joint Powers Agreement, any Licensee Agreement, or other agreement or obligation between MnCCC and a Member or Licensee. In lieu of continued payments by such terminated Member or Licensee, the Board reserves the right to assess a lump sum termination payment against such Member or Licensee, to 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 Member joint ownership share, if applicable, of MnCCC software applications or other assets co-owned and developed by such Member, from such Member's remaining aggregate future payments due for all Dues, Charges and other amounts owed, and then reducing such sum to present value (using the then-current Wells Fargo Bank NA prime lending rate). Terminated Members shall in no event be entitled to any refund or other credit if the amount due after present value calculations is negative. Except as may be available by application and in the manner expressly identified in the Joint Powers Agreement or Licensee Agreement for software, or as otherwise may be granted by the Board from time to time and in its sole discretion, no such Member shall retain any ownership, and no such Member or any terminated Licensee shall retain any usage rights or other interest in any MnCCC software, assets, properties or revenues following termination as specified herein.

## **ARTICLE VII: MEMBER VOTING**

#### **Section 1**

Each Voting Member shall be entitled from time to time to designate or rank and prioritize those Voters entitled to vote on such Voting Member's behalf, for any Member resolution, whether at a Member meeting, or by electronic or mailed ballot, in the manner identified in Article I, Section 11.

#### **Section 2**

At each annual Member meeting, as called and noticed by the Board and to be held in the manner provided in Article XI, the Voting Members shall elect the officer(s) and other Board representative designated in Article VIII. Voting Members shall also be entitled to vote at any special meetings called by the Board.

#### **Section 3**

The Voting Members, to the exclusion of the Board, shall have the sole and exclusive rights to authorize: (a) amendment of the Joint Powers Agreement or the Bylaws; (b) adoption of the MnCCC budget; or (c) changes to the MnCCC staff.

#### **Section 4**

Special meetings of the Voting Members may be called at any time by the Board, or upon the written request of at least 25% of Voting Members. Upon receipt of such request, the Chair shall give notice of the meeting, setting forth the time and purpose thereof, and to be held as soon as practicable, but in all cases within 60 days of receipt of such request. Business at any special meeting shall be limited to the purpose(s) stated in the meeting notice, and any Member may attend, regardless of voting status.

#### **Section 5**

The presence of at least fifty percent (50%) of all Voting Members shall constitute a quorum to transmit business at any meeting thereof.

#### **Section 6**

Any meeting among Members may be conducted wholly or in part by one or more means of remote communication (conference telephone, webcast or such alternate means as may be authorized by the Board from time to time, and where all attendees physically present at the meeting and those participating remotely may hear and communicate with each other during the meeting), provided that timely, valid notice is given, and the number of Voting Members so participating in such meeting is sufficient to constitute a quorum.

#### **Section 7**

Any action that may be taken at a meeting by Voting Members may be taken without a meeting by written action, evidenced by the affirmative majority of electronic or mailed ballots cast by at least the number of Voting Members that would constitute a quorum for meeting purposes.

## **ARTICLE VIII: BOARD OF DIRECTORS**

#### **Section 1**

At each Annual Meeting, commencing with the Annual Meeting at which the Voting Members approve the amendment and restatement of these Bylaws, the Voting Members shall elect the office of 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 Voting Members. Subject at all times to the preceding rule requiring all officers to be elected by the Voting Members, at the next Annual Meeting, and at each Annual Meeting thereafter the Board shall appoint the then-current Vice Chairperson as new Chairperson, the then-current Treasurer as new Vice Chairperson, and the Voting Members shall elect new Treasurer. New officers shall take office at the adjournment of the Annual Meeting in the year in which they are elected.

#### **Section 2**

In addition to the officer(s) elected by the Voting Members as set forth in Section 1 above, there shall be elected five (5) Regional Representatives of the Board. One of the Regional Representatives shall be elected by all Voting Members on an at-large basis, and the remaining four shall each represent and serve one of the four (4) geographic regions as may be designated from time to time by the Board, and shall be elected by the 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 and the at-large Regional Representative shall be elected in even numbered years; the Regional Representatives of Regions II and IV shall be elected in odd numbered years, with the at-large member elected at the Annual Meeting, and each geographic region's Regional Representative election conducted at each designated annual regional meeting.

### Section 3

At each Annual Meeting held in even years thereafter, the Voting Members shall also elect an at-large Board member, who shall be an information technology professional employee and then-current ISSG member.

### Section 4

The Board shall consist of the then-current Board officers, the five (5) Regional Representatives, the ISSG at-large Board member, and the immediate past Chairperson, who shall each have one vote on all Board matters.

### Section 5

A vacancy in the Board shall immediately occur in the office of any officer or other director upon his/her resignation, retirement or death, or upon otherwise ceasing to be a qualified full or part-time employee of a Voting Member.

Upon any vacancy occurring in any office with less than six months remaining in the then-current term, the Board 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.

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 Voting Members, after giving effect to the normal progression of remaining officers from 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 of the Past Chair, the immediate former Past Chair will be requested to serve an additional term as Past Chair. In the event, the immediate Past Chair is unable or unwilling to serve an additional term, the Vice Chair will move to the position of Past Chair, Treasurer to Chair and both Treasurer and Vice Chair positions will be filled with a special election or at the Annual Meeting.

Upon vacancy occurring among any Regional Representatives elected from within a geographic region, the Region shall fill such position for the balance of the then-current term, and pursuant to Article VIII, Section 2.

### Section 6

The presence of a majority of the members of the Board shall constitute a quorum at any meeting thereof, but the members present at any meeting, although less than a quorum, may adjourn the meeting from time to time. At all meetings of the Board, each director shall be entitled to cast one vote on any question coming before the meeting. A majority vote of the directors in attendance at any meeting at which there is a quorum shall be sufficient to transact any business, unless a greater number of votes is required by law or these Bylaws. A director shall not appoint a proxy for himself or herself or

vote by proxy at a meeting of the Board. For purposes of determining whether a director has met his or her fiduciary duties as a director, but for no other purpose, a director who is present at a meeting of the Board when an action is approved by the Board is presumed to have assented to the action, unless the director votes against the action or is prohibited from voting on the action.

### **Section 7**

The Chairperson shall preside at all meetings of the Board, and shall also serve as MnCCC's principal spokesperson.

### **Section 8**

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 9**

The Treasurer shall be responsible for keeping a record of all the proceedings of the Board, 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 10**

The Board may appoint a recording secretary, who, if appointed, shall assist the Treasurer in making a written record of all MnCCC meetings, and with such other duties or assignments as the Chairperson or Treasurer may designate.

### **Section 11**

The Board may create, modify or disband User Groups, the ISSG or any special groups or committees, and may also appoint persons as deemed appropriate to serve on special committees.

### **Section 12**

The Board may be delegated any special responsibilities and authority at the discretion of the Board, unless otherwise specifically provided for by the Joint Powers Agreement or these Bylaws.

### **Section 13**

The Board 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 and Licensees participating in the User Group or special group or committee.

### **Section 14**

The Board shall also negotiate and execute contracts for goods and services already approved in MnCCC's annual budget.

### **Section 15**

Any meeting among Members may be conducted wholly or in part by one or more means of remote communication (conference telephone, webcast or such alternate means as may be authorized by the Board from time to time, and where all attendees physically present at the meeting and those participating remotely may hear and communicate with each other during the meeting), provided that

timely, valid notice is given, and the number of Voting Members so participating in such meeting is sufficient to constitute a quorum.

### **Section 16**

Any action required or permitted to be taken at a meeting of the Members may be taken by written action signed (or electronic ballot cast) by the number of Voting Members that would be required to take the same action at a meeting of the Members at which all Voting Members were present. All Members shall be notified immediately of the text and effective date of any such written action that is duly taken. Such written action is effective when signed by the requisite number of Voting Members, unless a different effective time is provided for in the written action.

## **ARTICLE IX: STAFF**

### **Section 1**

The Board 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 Voting Members.

## **ARTICLE X: COST SHARING AND FUNDS**

### **Section 1**

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

### **Section 2**

Subject to approval by the majority of the Voting Members at the Annual Meeting, the Board 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, except as otherwise provided below, and a summary thereof shall be prepared and made available to each Member and Licensee no later than July 15th of each year. During each fiscal year, the approved MnCCC budget and individual line items therein may be adjusted by the Board as follows, with any such adjustments promptly reported to all MnCCC members:

- a) To reflect actual costs incurred; changes in estimated expenses, costs or revenues; or reallocation of budgeted costs and expenses.
- b) In the event of an emergency, to approve expenditures of up to 5% over the approved annual budget.
- c) To approve additional one-time expenditures for the benefit of MnCCC and its members utilizing revenue exceeding budgeted income, so long as total annual expenses do not exceed total annual income.

### **Section 3**

In the absence of a specific agreement stating otherwise, MnCCC'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 Board to allocate and invoice for cost sharing.

#### **Section 4**

Dues or other Charges are payable in full upon receipt of invoice from MnCCC and are nonrefundable.

#### **Section 5**

Failure to pay, within sixty (60) days of date of invoice, any MnCCC Dues, Charges, or other amounts billed by MnCCC shall result in a late-payment penalty charge at one percent (1%) per month compounded monthly on the unpaid balance. The Board shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause, as determined in its sole discretion. Each Joint Powers Agreement and Licensee Agreement shall contain provisions obligating each Member (or Licensee) to pay or reimburse MnCCC for its reasonable attorney's fees and other expenses incurred in the enforcement of any MnCCC right or remedy thereunder.

#### **Section 6**

The Treasurer shall be authorized to establish one or more bank accounts for MnCCC, with preference given to federally insured financial institution.

#### **Section 7**

By using the modified accrual basis for accounting, expenditures of MnCCC 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: MEETINGS**

#### **Section 1**

The annual meeting of Members (the "Annual Meeting") shall be held each June at a date and location determined by the Board in accordance with these Bylaws. The Annual Meeting shall be held for the election of officer(s), the establishment of an equitable Dues structure and adoption of an annual budget for the following next year, and any other business as deemed appropriate by the Board. All Members and Licensees shall receive notices of the Annual Meeting, as well as access to those reports prepared for the Annual Meeting, although voting is limited to Voting Members.

#### **Section 2**

The Board shall present an annual report to members of the activities of MnCCC. The Board 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 each duly elected Regional Representative, but shall be held at least annually in all cases, and unless another location is specified, within the applicable geographic region represented by such Regional Representative.

### **Section 4**

A special meeting of Members may be called by the Chairperson upon giving at least ten (10) days written notice to all Members. Notice of a special meeting may be waived by any Voting Member before, at, or after such meeting, by a writing signed on behalf of such Voting Member.

### **Section 5**

The regular monthly meeting of the Board 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 each Board action.

### **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.

## **ARTICLE XII: AMENDMENT OF BYLAWS**

### **Section 1**

These Bylaws may be amended by affirmative two-thirds vote of Voting Members in attendance at the Annual Meeting or any other duly-called meeting of the Voting Members, or by ballot and approved in the manner identified in Article VII, 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, a Member must provide MnCCC 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 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 giving written notice to the Executive Director. 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 any amounts owed may also result in suspension and/or termination of any Member or Licensee, in each case, as determined by the Board in its sole discretion.

*These Amended and Restated Bylaws have been dated and are effective as of the 4th day of June 2020.*

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