



Minnesota Counties Computer Cooperative (MnCCC)

County Attorney User Group

Rules and Regulations

Adoptions and Revisions

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Introduction

Membership in the Minnesota Counties Computer Cooperative (MnCCC) is defined as 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 MnCCC.

The MnCCC Board may adopt Rules and Regulations to govern the business and operation of User Groups. Such Rules and Regulations shall be considered supplementary and cannot conflict with or be inconsistent with MnCCC Bylaws and may at any time be modified, replaced or repealed. 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. Any deviation from such core principals or minimum standards will require the Board's prior written consent.

In accordance with Article V, Section 1, of the Minnesota Counties Computer Cooperative Bylaws, the following supplemental rules and regulations governing the business of the County Attorney User Group (CAUG) are promulgated.

County Attorney User Group

Mission: To develop and maintain integrated data systems that support agencies in complying with the duties and obligations of a County Attorney and/or City Attorney, and to be in a position to exchange information with our partners.

Vision: Create, implement and enhance an effective and efficient County Attorney software system through active cooperation of the membership.

The County Attorney User Group (CAUG) shall:

- Provide direction to the MnCCC Executive Committee regarding vendor selection and vendor contracts
- Determine and approve modifications or enhancements to existing software applications
- Identify the need for and requirements of new applications
- Conduct business necessary to the operation of the group
- Share financial obligations and ownership as defined in Bylaws
- Share knowledge
- Sustain membership
- Ensure compliance with rules and regulations related to criminal justice system data
- Improve efficiencies for users

- Participate in the administration and functions necessary to sustain the group and software systems
- Develop software systems to meet the needs of the CAUG
- Actively solicit representation and input from all members
- Maintain integrity of the software

Article I. Purpose and Membership

Section 1. Purpose

The purposes of the County Attorney User Group are to:

Provide direction to the MnCCC Board 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.

Section 2. Membership

Subdivision A. Counties and Cities

Minnesota counties and cities, with the approval by the County Attorney Executive Committee, are eligible to become members of the County Attorney User Group. Members are required to be current on all applicable MnCCC and County Attorney User Group fees, as well as to have a fully executed current contract ratification, signed joint powers agreement, and participation agreement on file with MnCCC. Members will have one vote at membership meetings and are eligible to serve on the Executive Committee, except as otherwise provided. Members of the County Attorney User Group are also owners of the software package MCAPS.

Subdivision B. MCAA Membership

Part-Time County Attorneys may choose to participate in the County Attorney User Group under the Minnesota County Attorney Association (MCAA) membership, rather than as a full voting member of the User Group. The MCAA members will have one shared vote. MCAA will designate a voting delegate and alternate to vote on behalf of the participating members. MCAA will pay MnCCC membership dues, and the part-time attorneys will be responsible for any other applicable User Group fees as determined by the User Group. Each County participating in the MCAA membership must have a fully executed current contract ratification, signed joint powers agreement, and participation agreement on file with MnCCC.

Subdivision C. Cities within Member Counties

Cities may choose to join the County membership in which its jurisdiction is located (in whole or in part). The County member would have the voting rights and be responsible for MnCCC membership fees. The City would not have voting rights or be a member of

the User Group. The City would be responsible for any other applicable User Group fees as determined by the User Group. City participants under a County membership must have a fully executed current contract ratification, signed joint powers agreement, and participation agreement on file with MnCCC.

Subdivision D. City and Law Firm Licensing

Cities outside of member counties or law firms representing one or more cities may choose to obtain a license for use of the MCAPS software package for each attorney within the office engaged in City legal services Licensees are not members and do not have voting rights or eligibility to serve on the Executive Committee. A licensee must have a fully executed current licensing agreement and participation agreement on file with MnCCC and be current on all applicable User Group fees.

1. Change in Representation

Any law firm representing one or more cities is responsible for notifying MnCCC of any of the following:

- a. Transfer of representation for any jurisdiction to a different law firm or office.
- b. Addition of any jurisdiction to the law firm's representation.

Subdivision E. Annual Reporting

On or before March 31 of each year each member, county participating under the MCAA membership, city participating under a member county, and licensee office shall update its office information. The number of full time equivalent attorneys reported shall determine the fees for the subsequent fiscal year and cannot be revised without Executive Committee approval.

Article II. Organization and Structure

Section 1. User Group

The County Attorneys User Group shall be organized as a User Group, User Group Executive Committee, designated Standing Committees, and Ad Hoc Committees necessary to conduct the business of the User Group.

Section 2. Executive Committee

Subdivision A. Composition

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

1. Officers:
 - a. Chair
 - b. Vice-Chair

- c. Past-Chair
- d. Recording Officer
- e. Financial Officer
2. Two Regional Representatives – one from the northern geographical region and one from the southern geographical region
3. Two At-Large Representatives
4. MCAA Representative
5. Chair of each Standing Committee

Subdivision B. Elections

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. Elections shall be held each year at the annual business meeting as follows:

1. Leadership Track: A Vice-Chair shall be elected each year to the three-year Leadership Track. Each position with the Leadership Track shall be for a one-year term and shall progress upon the election of a new Vice-Chair. Vice-Chair shall progress to Chair; Chair shall progress to Past-Chair; Past-Chair shall move off the Leadership Track.
2. Recording Officer: A Recording Officer shall be elected for a one-year term
3. Financial Officer: A Financial Officer shall be elected for a one-year term
4. Regional Representative: A Regional Representative shall be elected for a two-year term. In odd numbered years the Southern Region Representative shall be elected. In even numbered years the Northern Region Representative shall be elected
5. At-Large Representative: An At-Large Representative shall be elected for a two-year term. In odd numbered years At-Large 1 shall be elected. In even numbered years At-Large 2 shall be elected.

Subdivision C. Roles and Responsibilities

1. Multiple Roles Permitted. The following positions are allowed to serve in more than one role, however those serving in more than one role shall only have one vote on the Executive Committee.
 - a. Officers. Officers may also serve as Regional Representative; At-Large Representative, or MCAA Representative, and/or Committee Chair for one or more Standing Committees.
 - b. Recording and Financial Officer. The roles of Recording Officer and Financial Officer may be held by the same person.

- c. Representatives. Regional Representatives, At-Large Representatives, and the MCAA Representative may serve as an Officer and/or Committee Chair for one or more Standing Committee.
2. Co-Chairs Permitted. Standing and Ad Hoc Committees may have up to two co-chairs, however there shall only be one vote on the Executive Committee.
3. Responsibilities.
 - a. Chair. The Chair shall prepare an agenda for and conduct meetings of the Executive Committee and User Group. The Chair shall also appoint members and Chairs to all Standing Committees and Ad Hoc Committees.
 - b. Vice-Chair. The Vice-Chair shall conduct meetings in the absence of the Chair and shall succeed the Chair if the Chair resigns or is otherwise unable to complete their term. Any authority of the Chair contained herein may be exercised by the Vice-Chair if the Chair is unavailable.
 - c. Past-Chair. The Past-Chair shall conduct meetings in the absence of the Chair and Vice-Chair.
 - d. Recording Officer. The Recording Officer for each body shall keep minutes for all User Group and Executive Committee meetings.
 - e. Financial Officer. The Financial Officer shall be responsible for preparing the annual budget, tracking income and expenditures, and reporting to the Executive Committee and User Group regarding User Group finances. The Financial Officer shall be responsible for assisting transition to any successor.
 - f. Representatives. Representatives shall represent the interests of their respective groups. Regional and At-Large Representatives shall serve no more than two consecutive terms, unless otherwise approved by the Executive Committee.
4. Vacancies. In the event of a vacancy the Executive Committee will elect a replacement for the balance of the year. The User Group will fill open positions at the next annual business meeting.

Section 3. Standing Committees

- A. Standing Committees Established. The following Standing Committees have been established:
 - a. The Development Committee shall review and/or propose all enhancement and bug fix requests.
 - b. The Standards Committee shall review policies, procedures, and practices and establish standards or best practices for the User Group's operations.
 - c. The Training Committee shall review, coordinate, and approve all trainings for the User Group.

- d. The Membership Committee shall coordinate communications with current members, work with new members, and assist with marketing to potential members.
- B. Committee Membership
- a. Each Standing Committee shall have a Chair and capture minutes of all committee discussions and decisions.
 - b. Standing Committee members and Chairs shall be appointed by the Executive Committee Chair at the annual business meeting.
 - c. Each Standing Committee shall provide minutes to the Executive Committee for acknowledgment at the next Executive Committee meeting and filing with MnCCC.
 - d. Assigned staff from any User Group member may participate and vote as a member of a Standing Committee; however, no member may have more than one vote.

Section 4. Ad hoc Committees

The User Group Executive Committee may form Ad Hoc Committees to address issues important to the User Group. A member of the User Group Executive Committee shall serve as Chair of each Ad Hoc Committee. Members of the Ad Hoc Committee shall be appointed by the Executive Committee Chair. Assigned staff from any User Group member may participate and vote as a member of an Ad Hoc Committee; however, no member may have more than one vote.

Section 5. Meetings

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. Meetings of Standing Committees and Ad Hoc Committees may be called by the Committee Chair. All User Group, User Group Executive Committee, Standing Committee, and Ad Hoc 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.

Subdivision A. Notice

Notice of User Group, User Group Executive Committee, and Standing Committee meetings must be provided to members, at least ten (10) days prior to a meeting. Notice of meetings are sent out via MnCCC’s RSVP system. All members shall have at least one person signed up with RSVP to receive notices. Notice of a meeting may be waived, before, at, or after such meeting, in writing signed by the User Group member. Meeting minutes shall be generated for all User Group, User Group Executive

Committee, and Standing Committee meetings by the designated recording officer and shall be distributed to all User Group members via MnCCC's RSVP.

Subdivision B. Regular Meetings

The User Group shall meet a minimum of one time per year to hold a business meeting to deal with policy, contract, and financial matters. To the extent possible and practical, User Group meetings shall be combined with training. Officers shall be elected and an annual budget shall be adopted at the annual meeting. The User Group Executive Committee and Standing Committees shall meet on an as needed basis. Meetings shall be held at times and locations determined appropriate by MnCCC staff.

Subdivision C. Quorum

A quorum is needed to conduct business of the User Group, Executive Committee, and any Standing Committee at any duly called meeting. Quorum shall consist of the following:

1. For User Group meetings, quorum shall consist of more than half of the User Group's voting members
2. For Executive Committee meetings, quorum shall consist of five members of the Executive Committee

Subdivision D. Voting

Each member participating in the User Group is entitled to one vote. Each person elected or appointed to one or more roles on the Executive Committee is entitled to one vote.

1. Alternates. A designated alternate of a member may vote in the absence of the member's delegate at any User Group meeting and on behalf of a geographical, at-large, or MCAA representative at the User Group Executive Committee meetings.
2. Conducting Business. All general business of the User Group, including increases in costs and fees, may be acted upon by a simple majority of members present at a duly called meeting when more than half of the representatives of the User Group's voting members are present.
3. Methods of Voting. 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 6. Support

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

Article III: Fees, Budget, and Expenditures

Section 1. Fees

The User Group Executive Committee shall prepare an itemization of annual member fees needed for operations under these Rules and Regulations. The User Group shall, at its annual meeting, adopt a fee schedule for the coming calendar year that will support the budget and meet User Group needs. All members of the User Group and Licensees shall pay the following fees, except as otherwise provided in Article I, Section 2 herein.

Subdivision A. MnCCC Fees

Members of the User Group agree to pay the dues established by the MnCCC Board of Directors as provided for in Article X, Sections 2 and 4 of the MnCCC By-laws.

Subdivision B. User Group Fees

The County Attorney User Group shall establish an annual fee for all members and licensees to satisfy the User Group contractual obligations, software design and development, and other User Group expenses.

Subdivision C. Optional Fees

The County Attorney User Group shall establish fees for any optional services, including, but not limited to, hosting services, participatory work orders, and other member-selected additional services. These fees shall only be assessed to members or licensees that choose to participate in the optional service.

Subdivision D. Beta Testing Fees

The County Attorney User Group shall establish Beta Testing Fees to be used to reimburse members for their time spent in beta testing activities. Any beta test fees that are forfeited pursuant to Article V shall be placed in the Enhancement Fund.

Subdivision E. License Fees

The County Attorney User Group shall establish License Fees and determine allocation of those fees. License fees shall only be assessed to Licensees.

Section 2. Budget

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. The User Group Executive Committee shall have the authority to revise the budget throughout the year to adjust for changes in income and expenditures.

Section 3. Expenditures

The User Group Executive Committee approves all expenses, monetary commitments, and use of contracted-for vendor hours except as provided in this section.

Subdivision A. Committee Authority

The Training Committee shall have the authority to approve up to a cumulative maximum of 10 contractual training hours per quarter.

Subdivision B. Beta Testing Fund

In January of each year the User Group Executive Committee shall approve the payment of Beta Testing Funds to eligible members who have engaged in beta testing activities in the preceding year. Members receiving beta testing funds may elect to have their funds applied toward any fees owed as described in Section 1. If no beta testing is engaged in during the preceding year the Executive Committee shall do one of the following:

1. Hold the funds for beta testing disbursement in a subsequent year; or,
2. Return the funds to the contributing members.

Subdivision C. Additional Expenditures

Expenditures beyond those budgeted or reserve funds must be approved by the User Group.

Section 4. Expense Reimbursement

All travel, lodging, and meal expenses incurred by members of the User Group shall be paid by their respective agencies except as provided herein.

- A. Executive Committee, Standing Committee, and ad hoc Committee Members shall be entitled to reimbursement for travel, lodging, and meal expenses to attend necessary meetings and training.
- B. Members who are approved by the Training Committee or User Group Chair to present at meetings and/or training offered by MnCCC shall be entitled to waiver or reimbursement of training registration fees.
- C. Members who are approved by the Membership Committee or User Group Chair to provide demonstrations or engage in marketing activities on behalf of the User Group shall be entitled to reimbursement for associated necessary travel, lodging, and meal expenses.
- D. Members who are approved by the Training Committee or User Group Chair to provide training at one or more individual sites as part of an installation or other participatory work order shall be entitled to reimbursement for associated necessary travel, lodging, and meal expenses.
- E. Any other reimbursements shall be at the discretion of the Executive Committee.

Section 5. Reports

Financial reports shall be provided by MnCCC for each Executive Committee and User Group meeting.

Article IV: Enhancements and Beta Testing

Section 1. Enhancements

Enhancements are changes or modification to existing systems, modules, or programs, or the development or purchase of new programs. Enhancements do not include changes that fix errors or problems with existing systems, modules, or programs.

Subdivision A. Types of Enhancements

1. A **global enhancement** benefits all User Group members and shall be paid for and supported by all members.
2. A **participatory enhancement** is initiated at the request of, and available for the benefit of, one or 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.

Subdivision B. Enhancement Procedure

1. Requests. Any member can request an enhancement by submitting a ticket to the maintenance and support vendor.
2. Committee Review. Enhancement requests will be reviewed by the Development Committee, which will make a recommendation on action to be taken for each request.
3. Work Orders. A proposed work order shall be requested from the vendor for all proposed enhancements to be considered for approval.
4. Committee Action. The Development Committee may decline proposed enhancements or recommend that the Executive Committee approve the enhancements.
5. Executive Committee. 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 2. Additional Support

Members may obtain additional support from the vendor for installation, on-site individual training, or emergency assistance. Members must have a work order for the proposed support approved by the MnCCC Executive Director and County Attorney User Group Chair before the work can be performed.

Section 3. Beta Testing

Beta testing is user testing of new features or modernizations to systems, modules, or programs before the feature or modernization is included in a general release for all users. It is expected that any member submitting an enhancement request will beta test releases including that enhancement.

Subdivision A. Beta Tester Responsibilities

Any member who beta tests a release will do the following:

1. Load the most current version of the program being tested within 24 hours of its availability
2. Actively test the new features and modernizations
3. Promptly notify the vendor and other members that are beta testing of any errors or problems
4. Participate in beta testing meetings as scheduled
5. Provide feedback regarding the new features and modernizations
6. Provide any requested status reports to Standing Committees or the Executive Committee
7. Sign off on general release once the new features and modernizations have met the acceptance criteria identified in the work order(s)

Subdivision B. Reimbursement

Members who beta test releases prior to general release shall be entitled to a portion of the beta testing fees, except as provided in Article V. The amount each beta testing member receives shall be determined by the Executive Committee in January of each year and shall allocate all Beta Testing Funds received in the preceding year to beta testers based on the number of beta testers and complexity of testing.

Article V: Ratification and Termination

Section 1. Contract Ratification

The Maintenance and Support Contract shall be ratified by the Governing Board of each County Attorney User Group member agency within 90 days after signing by MnCCC and the County Attorney User Group Chair, or after becoming an MCAPS user.

Members shall use the ratification form approved by the Executive Committee to demonstrate the ratification. Voting rights and enhancement rights will be placed on hold for member agencies without a ratification statement on file after the 90 day period unless this is waived by the Chair of the County Attorney User Group due to extenuating circumstances. Member agencies may not submit requests for global or participatory enhancements without a contract ratification on file with MnCCC. Member Agencies must promptly pay all fees described in Article III, Section 1, when billed by MnCCC.

Member Agencies without a ratification statement on file shall forfeit any beta testing fees earned.

Section 2. User Group Termination

Any member whose participation has terminated must cease all ongoing use of the program, software, and peripherals and sign a Termination Agreement.

Subdivision A. Termination by Member

A member intending to end its participation in the User Group shall inform the MnCCC office in writing not less than ninety (90) days prior to the User Group Annual Meeting. Termination of participation in the User Group does not end a member's financial obligations, as defined below.

Subdivision B. Termination by User Group

A member that does not pay its assessed fees in a timely manner or violates the conditions of these Rules and Regulations or any software agreements, may be terminated by majority vote of the User Group.

Subdivision C. Rights and Obligations of Terminated Members

1. **Support and Access for Terminated Members.** Terminated members shall not receive further updates to the program, software or peripherals, and all integration functionality shall be removed. Terminated members may retain access to the program, software, and peripherals to access previously created data only. Terminated members may receive support from the then-current vendor to access previously created data at the rate established in the then-current maintenance and support agreement between the MnCCC and vendor. Terminated members retaining access to the program, software, and peripherals shall be bound by all requirements for protection of software contained herein and/or as established by the MnCCC.
2. **Data Extraction for Terminated Members.** Terminated members shall have the right to and authority over their own data. Terminated members may extract their data from the MnCCC-owned software by either entering into a participatory work order with the MCAPS software vendor or through the work of their own employees. Third party vendors may not extract data from the MCAPS software without Executive Committee approval.
3. **Financial Obligations of Terminated Members.** Members who are terminated prior to the expiration of the contract are responsible for all fees and expenses described in Article III, Section 1, through the remainder of the contract based upon the last-reported number of attorneys and expected maintenance and support contractual increases. The County Attorney User Group Executive Committee shall have the authority to waive any portion of the User Group fee not allocated to contractual obligations at its discretion. User Group fees shall be

governed by the then-current Maintenance and Support Contract. Any previously paid fees shall be forfeited.

Section 3. User Group Reinstatement

Any member or licensee that leaves the User Group and later asks to rejoin the User Group shall pay fees as though they were a new member or licensee, including those pursuant to a participatory work order for a new installation with any necessary conversion and training costs. If less than five (5) years **have** passed since the most recent membership or license agreement, the member or licensee shall also pay any retroactive portion of User Group fees expended on enhancements and software development (other than maintenance and support), based on number of attorney users or licensees. The Executive Committee shall have the authority to waive any or all financial obligations under this section at its discretion.

Article VI: Use and Protection of Software

Section 1. Use of Software

County Attorney User Group members shall be entitled to use software and related managed professional services for all software owned by the County Attorney User Group, subject to payment of all fees described in Article III, Section 1, and compliance with then-current MnCCC software and information systems rules and regulations, any covenants and obligations between MnCCC and any third-party owners, any contractual obligations regarding maintenance and support for the software, and any Rules and Regulations contained herein.

Section 2. Protection of Software

Software owned by MnCCC and provided to County Attorney User Group members shall be copyright protected. County Attorney User Group members shall maintain in strictest confidence any and all software source code, user documentation or other confidential asset of MnCCC, and acknowledges that such access and usage is reserved and authorized solely for the member's confidential internal use only, and that the member has no right to, and will not sell, license, distribute, transfer or otherwise make any unauthorized copy of any software source or object code or system or user documentation or any derivatives thereof, or to make any other unauthorized use of such assets without the prior written authorization of the County Attorney User Group Executive Committee, MnCCC Board and the Executive Director. In the event that any User Group member is authorized to and modifies the source code, such member shall indemnify, defend and hold the MnCCC and other members harmless from any claims resulting from such modifications, as well as for any unauthorized disclosure or other unauthorized use of such source code.

Article VII: Amendments

These Rules and Regulations may be amended by the User Group subject to approval by the MnCCC 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.