



**MINNESOTA COUNTIES
COMPUTER COOPERATIVE
BYLAWS**

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ARTICLE I: PURPOSE

The purpose of Minnesota Counties Computer Cooperative (“MnCCC”) is to jointly and cooperatively provide for the establishment, operation, and maintenance of data processing 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

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

"Board" shall mean MnCCC’s Board Members, to be organized and operated as provided herein.

Section 2, Fees

"Fees" shall mean any and each of: (a) annual Dues or other periodic Fees 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 Fees 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 MnCCC's Annual Meeting.

Section 3, Dues

"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 Members at the Annual Meeting.

Section 4, ISSG

“ISSG” shall mean the Information Services Support Group, comprised of Member or Licensee information technology/data processing professional employees who meet to provide technical recommendations to the User Groups; collaborate with MnCCC Staff on information systems training; and evaluate and advise on software, hardware, documentation, education, and managed professional services.

Section 5, Joint Powers Agreement

"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 may be amended.

Section 6, Licensee

"Licensee" shall mean any other governmental subdivision, agency, group, or any non-governmental entity or group that is either a) not eligible to be a Member, or b) wishes to utilize

MnCCC's product(s) without being a Member. Licensees include, 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 by the Board to participate in one or more User Groups, and that has entered into a Licensee Agreement with MnCCC.

Section 7, Licensee Agreement

"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 ISSG.

Section 8, Member

"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 membership Dues and other Fees established by MnCCC.

Section 9, Non-Voting Member

"Non-Voting Member" shall mean a Minnesota-based Member county or other Minnesota governmental subdivision that participates in less than three (3) 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

"User Group" shall mean a group of Members and/or Licensees who use common software application(s) and 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, Voters

"Voters" are those full-time or part-time employee representatives of Voting Members that attend Member or User Group meetings and vote on behalf of such Voting Member. Any employee(s) of such Voting Member attending a meeting shall internally determine how ballots shall be cast, and who is entitled and authorized to deliver any Voting Member's ballot card distributed at a Member meeting.

Section 12, Voting Member

"Voting Member" shall mean a Member county or other governmental entity located within Minnesota that participates in at least three (3) User Groups, or at least two User Groups and ISSG.

ARTICLE IV: MnCCC OFFICE

The principal office of MnCCC shall be at a location determined by MnCCC Staff and the Board.

ARTICLE V: RULES AND REGULATIONS

Section 1, User Groups

The Board may adopt Rules and Regulations to govern the business and operation of all User Groups regarding membership Dues, Fees 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 be modified at any time, 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 cast being sufficient to constitute a quorum for a Board meeting.

Section 2, Guidelines for Vendor Contracts

The Board shall adopt, maintain, and update its Guidelines for Vendor Contracts – 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 principles or minimum standards by any User Group will require the Board’s prior written consent.

Section 3, Identifiers

Identifiers, such as names, titles, and headings, are immaterial. A bylaw, rule, or regulation is contained in the body of the text regardless of the heading or title. A User Group is defined by their rules, not by their name. A fund can be used for any purpose allowed by the Rules and Regulations and/or Bylaws and is not constrained by the name used to refer to it.

ARTICLE VI: MEMBERSHIP RIGHTS

Section 1

1a. Voting Member Entitlement

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.

1b. Non-Voting Member Entitlement

Each Non-Voting Member is 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. 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. Licensee Entitlement

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. Joint Powers Members

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 MnCCC is liable for and must pay the Dues and all other then-current applicable Fees set by the Board, in order to use software and otherwise participate in MnCCC through a joint powers entity.

2b. Dues for Non-Voting Members and Licensees

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.

Section 3, Exclusion and Termination

A Member or Licensee shall cease to qualify for further use of MnCCC software applications and other participation and will be excluded and terminated when it fails to comply with the provisions of the Joint Powers Agreement, a Licensee Agreement, these Bylaws, and/or Rules and Regulations. An essential and material condition of participation is also the timely payment of all One-Time Fees, Dues, Fees, Costs (as defined in the Joint Powers Agreement), or other assessments made by MnCCC. Exclusion shall be effective on delivery of termination action by the Board, whose determination shall be final, binding, and non-appealable. Any Member or Licensee that ceases to qualify for participation in MnCCC shall remain liable for its full share of any Dues, Fees, or other costs accrued prior to its termination of participation. Such costs may also include any legal 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, which will be determined by subtracting the 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 owed by such Member, from its remaining aggregate future payments due for all Fees 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. Unless otherwise identified in the Joint Powers Agreement or Licensee Agreement for software, or as otherwise may be granted by the Board, no such Member shall retain any ownership, and shall

not retain any usage rights or other interest in any MnCCC software, assets, properties, or revenues following termination.

Section 5, Refunds

Other than as provided in Articles VI and XIV, there is no general right to a refund of fees paid or contributions made to User Group funds while MnCCC remains in operation.

ARTICLE VII: MEMBER VOTING

Section 1, Proxy or Ranked Voting

Each Voting Member shall be entitled to designate or rank and prioritize 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, Election of Officers

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, Board Rights

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

Section 4, Special Meetings

Special meetings of 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 sixty (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. The presence of at least fifty percent (50%) of all Voting Members shall constitute a quorum to conduct business at any meeting.

Section 5, Remote or Hybrid Meetings

Any meeting among Members may be conducted wholly or in part by one or more means of remote communication as may be authorized by the Board where all attendees present may hear and communicate with each other during the meeting, provided that timely, valid notice is given, and the number of Voting Members is sufficient to constitute a quorum.

Section 6, Meeting Alternatives

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 MEMBERS

Section 1, Officer Rotation

At each Annual Meeting, Voting Members shall elect the office of Treasurer and any other office occupied in the 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. Always subject to the preceding rule requiring all officers to be elected by the Voting Members, at the next Annual Meeting, and at each subsequent Annual Meeting, the Board shall appoint the then-current Chair as Past-Chair, the then-current Vice-Chair as the next Chair; the then-current Treasurer as new Vice-Chair; and the Voting Members shall elect new Treasurer. The then-current Past-Chair shall move off the Board unless they plan to run again. New officers shall take office at the adjournment of the Annual Meeting.

Section 2, Regional Representatives

In addition to the officer(s) elected by the Voting Members as set forth in Section 1, 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 designated 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 and the at-large ISSG Representative shall be elected in odd numbered years. The at-large member will be elected at the Annual Meeting, and each region's Representative election will be conducted at each designated annual regional meeting.

Section 3, At-Large ISSG Representative

At each Annual Meeting held in even years, 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, Voting Members

The Board shall consist of the three (3) Board officers, the five (5) Regional Representatives, the ISSG at-large Board member, and the Past-Chair, who shall each have one vote on all Board matters.

Section 5, Vacancies

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

Upon any vacancy with less than six months remaining in the then-current term, the Board shall appoint a successor, who will serve out the remainder of the term, with a new election for each 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 remaining term, and with such officers so elected subject to normal progression rules as identified in Section 1 for succeeding terms.

Upon vacancy of the Past-Chair, the immediate former Past-Chair will be requested to serve an additional term in their place. 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, Quorum

The presence of a majority of the members of the Board shall constitute a quorum at any meeting, but the members present at any meeting that does not meet a quorum may adjourn the meeting. Each member shall be entitled to cast one vote on any matter coming before the Board. A majority vote of Board members 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 Board member shall not appoint a proxy or vote by proxy at a Board meeting. For purposes of determining whether a member has met their fiduciary duties, but for no other purpose, a member who is present at a Board meeting when an action is approved is presumed to have assented to the action, unless the member votes against is prohibited from voting on the action.

Any action taken at a Board meeting may be taken by written action signed (or electronic ballot cast) by the number of Voting Members required to take the same action as would be done at a meeting 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.

Section 7, Role of Chair

The Chair shall preside over all meetings of the Board and shall also serve as MnCCC's principal spokesperson.

Section 8, Role of Vice-Chair

The Vice-Chair shall act as the Chair by written direction of the Chair, and/or in the absence of the Chair at any meeting.

Section 9, Role of Treasurer

The Treasurer shall be responsible for custody of all funds, for the keeping of all financial records of the organization, and for other matters as shall be delegated by the Board.

Section 10, Recording Officer

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

Section 11, Board Responsibilities

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

Section 12, Contract Advisory Panel

The Board may delegate any special responsibilities and authority at its discretion, unless otherwise specifically provided for by the Joint Powers Agreement or these Bylaws. 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 only execute contracts after approval of a majority of the Members and Licensees participating in the User Group or special group or committee. The Board shall negotiate and execute contracts for goods and services already approved in MnCCC's annual budget.

Section 13, Remote Participation

Any meeting among Members may be conducted wholly or in part by one or more means of remote communication as may be authorized by the Board where all attendees present at the meeting may hear and communicate with each other, provided that timely, valid notice is given, and the number of Voting Members participating is sufficient to constitute a quorum.

ARTICLE IX: STAFF

Section 1, Staff Positions

The Board may employ or contract for appropriate full-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, Fiscal Year

MnCCC's fiscal year shall begin on January 1 and end on December 31.

Section 2, Annual Dues and Fees

Subject to approval by the majority of the Voting Members present at the Annual Meeting, the Board shall calculate and propose annual Dues and Fees 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 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

may be adjusted by the Board as follows, with any 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, Shared Costs

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 may choose whether they wish 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, Payment Deadline

Dues or other Fees are payable in full upon receipt of invoice from MnCCC and are nonrefundable, as defined in Article VI, Section 5. Failure to pay within sixty (60) days of the invoice date, any MnCCC Dues, Fees, 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 legal fees and other expenses incurred in the enforcement of any MnCCC right or remedy.

Section 5, Banking

MnCCC's CFO shall be authorized to establish one or more bank accounts for MnCCC, with preference given to federally insured financial institutions.

Section 6, MnCCC Spending

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 and only to be used for equipment purchases.

ARTICLE XI: MEETINGS

Section 1, Annual Meetings

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 year, and any other business 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. 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 activities.

Section 2, Regional Meetings

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 (including virtual), within the applicable geographic region governed by such Representative.

Section 3, Special Meetings

A special meeting of Members may be called by the Chair 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 written notice to the Executive Director signed on behalf of such Voting Member.

Section 4, Board Meetings

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 Chair. 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 5, Meeting Format

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, Process

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 thirty (30) days in advance to all Members. The Board shall then notify Members of all amendments adopted.

ARTICLE XIII: FINANCIAL OBLIGATION

Section 1, Payments and Financial Obligations

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 or Fees, 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.

ARTICLE XIV: USER GROUP CLOSURE

Section 1, Transition of Members

When a User Group is on the decline, such User Group will strive to ensure an orderly transition of the remaining members to different User Groups or projects without undue burden or difficulty.

Section 2

2a. Terminal Membership Terminal Membership exists when the User Group has decided to sunset its software and move to another solution. The User Group must vote to approve the Terminal Membership list, which will include all those members currently active at that time. This list will be shared with the Board to assist in determining the process for sunsetting such User Group.

2b. Membership Reports At least once per year, MnCCC Staff will present to the MnCCC Board and post on the website a report showing the current and peak membership of each User Group, along with any active terminal membership lists.

Section 3

3a. Use of Funds Funds controlled by the User Group may, if not prohibited by other rules or bylaws, be used to offset reasonable costs caused by the declining membership. Although not limited to this use, the quintessential example of a cost caused by declining membership is when a contract has a minimum cost which must be divided among a smaller than expected number of members. User Groups are strongly encouraged to strike a balance on these costs, with neither the individual members nor the group bearing the whole impact. The reasonableness of the cost paid under this article will be decided by a vote of the MnCCC Board of Directors.

Section 4, Division of Funds

After a User Group is dissolved, or if it has neither members nor interested potential members during a calendar year, any remaining funds, after all costs and expenses have been paid, will be divided among the members on the User Group's terminal membership list, with each listed member getting an equal share.

Section 5, Changing the Threshold

Each User Group, provided it has not yet fallen below the threshold in Section 2a (or previously changed by this provision), may, by a two-thirds supermajority vote of its current membership and with the concurrence of a simple majority vote of the MnCCC Board, adopt a different threshold than in Section 2a, and/or a different disbursement allocation scheme in Section 4.

These Amended and Restated Bylaws have been dated and are effective as of the 5th day of June 2024.