



Board of County Commissioners Agenda Request

2R

Agenda Item #

Requested Meeting Date:
Title of Item:

<p>REGULAR AGENDA</p> <p>CONSENT AGENDA</p> <p>INFORMATION ONLY</p>	<p>Action Requested:</p> <p style="padding-left: 20px;">Approve/Deny Motion</p> <p style="padding-left: 20px;">Adopt Resolution (attach draft)</p> <p style="text-align: right; font-size: 10pt;"><i>*provide copy of hearing notice that was published</i></p>	<p>Direction Requested</p> <p>Discussion Item</p> <p>Hold Public Hearing*</p>
Submitted by:		Department:
Presenter (Name and Title):		Estimated Time Needed:
<p>Summary of Issue:</p>		
<p>Alternatives, Options, Effects on Others/Comments:</p>		
<p>Recommended Action/Motion:</p>		
<p>Financial Impact:</p> <p><i>Is there a cost associated with this request?</i> Yes No</p> <p><i>What is the total cost, with tax and shipping? \$</i></p> <p><i>Is this budgeted?</i> Yes No <i>Please Explain:</i></p>		

To: IFS User Group

From: Lisa Meredith, MnCCC Executive Director
lisa@mnc.org 651-401-4201

Date: November 22, 2021

Subject: Trimin Contract for Board Ratification

Please note: This communication is being sent out via MnCCC's RSVP system to all signed up for the IFS User Group. This means that your county or agency will likely receive several copies. It is the responsibility of your county/agency to determine who will be responsible to bring the Board Ratification to your board and return one signed copy to MnCCC.

The TriMin Contract for maintenance and support of IFS has been approved and fully executed. A copy of the contract along with a Board Ratification are included with this communication. The IFS Advisory Committee is requesting that all Board Ratifications be signed and returned to MnCCC no later than January 31, 2022. Your Board Ratification will indicate your participation in the IFS User Group and continued use of IFS. Signed Board Ratifications should be returned to:

MnCCC
Attn: Lisa Meredith
100 Empire Drive Suite 201
Saint Paul, MN 55103

-or-

Via email to lisa@mnc.org

If you are unable to meet the January 31, 2022 deadline, please contact me at the contact information listed above. The contract with Trimin is for the term starting January 1, 2022, and ending December 31, 2024. Fees associated with this contract have been previously distributed and are also included below.

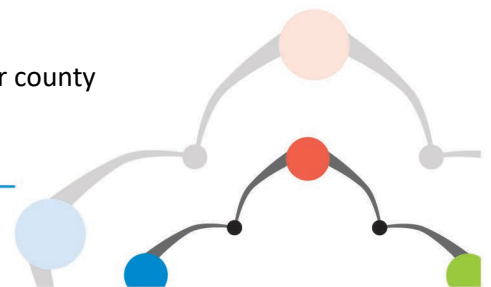
Thank you!

IFS User Group Fees:

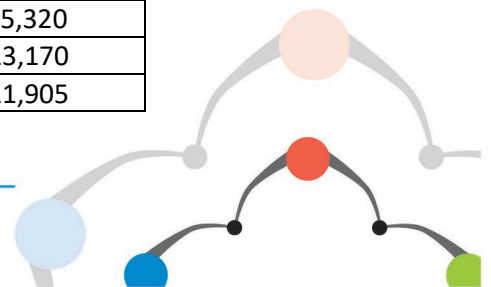
MnCCC Membership Fee*: \$1800, split by office: \$900 per office or \$1800 per county

**New for 2022: IFS User Group will begin paying full membership fees as was approved at the annual IFS User Group Meeting and MnCCC Board Meeting in 2021. Full fees will be split between offices at \$900 per office or \$1800 per county, with the county-wide cap of \$11,000.*

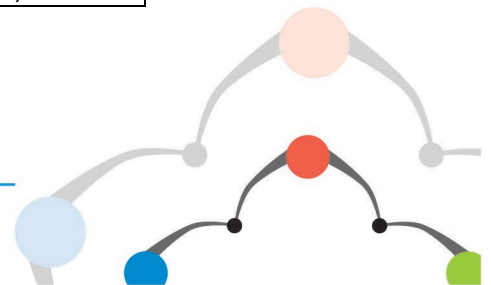
Enhancement Fund Annual Fee: \$600 per office or \$1200 total per county



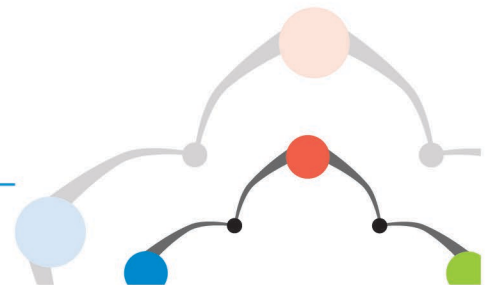
County/Agency	Auditor/ Treasurer Group	2022 CMHS Support Costs	2022 Aud/Treas Support Costs	2022 Total
Aitkin County	MCIS	\$ 6,585	\$ 6,585	\$ 13,170
Becker County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Beltrami County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Benton County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Big Stone County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Brown County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Carlton County	MCIS	\$ 6,585	\$ 6,585	\$ 13,170
Carver County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Cass County	MCIS	\$ 6,585	\$ 6,585	\$ 13,170
Chippewa County	MCIS	\$ 6,585	\$ 6,585	\$ 13,170
Chisago County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Clay County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Clearwater County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Cook County	MCIS	\$ 6,585	\$ 6,585	\$ 13,170
Cottonwood County	MSCC	\$ -	\$ 5,320	\$ 5,320
Dodge County	MCIS	\$ -	\$ 6,585	\$ 6,585
Douglas County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Faribault County	MnCCC	\$ -	\$ 6,585	\$ 6,585
Fillmore County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Freeborn County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Goodhue County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Grant County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Houston County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Hubbard County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Isanti County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Itasca County	MCIS	\$ 6,585	\$ 6,585	\$ 13,170
Jackson County	MnCCC	\$ -	\$ 6,585	\$ 6,585
Kanabec County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Kandiyohi County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Kittson County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Koochiching County	MCIS	\$ 6,585	\$ 6,585	\$ 13,170
Lac qui Parle County	MCIS	\$ 6,585	\$ 6,585	\$ 13,170
Lake County	MCIS	\$ 6,585	\$ 6,585	\$ 13,170
Lake of the Woods County	MSCC	\$ 6,585	\$ 6,585	\$ 13,170
Le Sueur County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Lincoln County	MSCC	\$ -	\$ 5,320	\$ 5,320
Lyon County	MSCC	\$ -	\$ 5,320	\$ 5,320
McLeod County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Mahnomen County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905



Marshall County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Martin County	MnCCC	\$ -	\$ 6,585	\$ 6,585
Meeker County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Mille Lacs County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Morrison County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Mower County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Murray County	MSCC	\$ -	\$ 5,320	\$ 5,320
Nicollet County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Nobles County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Norman County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Otter Tail County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Pennington County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Pine County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Pipestone County	MSCC	\$ -	\$ 5,320	\$ 5,320
Polk County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Pope County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Red Lake County	MSCC	\$ 6,585	\$ 6,585	\$ 13,170
Redwood County	MSCC	\$ -	\$ 5,320	\$ 5,320
Renville County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Rice County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Rock County	MSCC	\$ -	\$ 5,320	\$ 5,320
Roseau County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Sherburne County	MCIS	\$ 6,585	\$ 6,585	\$ 13,170
Sibley County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Stearns County	N/A	\$ 6,585	\$ -	\$ 6,585
Steele County	MSCC	\$ -	\$ 5,320	\$ 5,320
Stevens County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Swift County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Todd County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Traverse County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Wabasha County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Wadena County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Waseca County	N/A	\$ -	\$ -	\$ -
Watonwan County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Wilkin County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Winona County	MnCCC	\$ 6,585	\$ 6,585	\$ 13,170
Wright County	MnCCC	\$ -	\$ -	\$ -
Yellow Medicine County	MSCC	\$ 6,585	\$ 5,320	\$ 11,905
Tri-County Corrections: Norman, Polk and Red Lake	N/A	\$ -	\$ 6,585	\$ 6,585



Southwest Health & Human Services: Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock	CPT	\$ 5,320	\$ -	\$ 5,320
Human Services of Faribault and Martin Counties (FMHS) Faribault and Martin	N/A	\$ 6,585	\$ -	\$ 6,585
Minnesota Prairie County Alliance: Dodge, Steele, and Waseca	N/A	\$ 6,585	\$ -	\$ 6,585
Countryside Public Health: Big Stone, Chippewa, Lac qui Parle, Swift, and Yellow Medicine	CPT	\$ -	\$ 5,320	\$ 5,320
Horizon Public Health: Stevens, Douglas, Pope, Grant, and Traverse	CPT	\$ -	\$ 5,320	\$ 5,320
Des Moines Valley Health & Human Services: Cottonwood and Jackson	N/A	\$ 6,585	\$ -	\$ 6,585



**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE**

**And
TRIMIN SYSTEMS, INC.
January 1, 2022**

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative (MnCCC), a joint powers organization, 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and TriMin Systems, Inc., 2277 Highway 36 West, Suite 250, Roseville, Minnesota, 55113 ("TriMin").

WITNESSETH

WHEREAS, MnCCC wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer software system known as IFSpi, solely owned by MnCCC; and

WHEREAS, TriMin has and will be expected to render substantial service hereunder.

I. Systems to be Supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components of the Integrated Financial System Platform Independent version (IFSpi), which for purposes of these and related agreements includes the Cash Drawer (CD) module, in exchange for MnCCC's payment of certain fees pursuant to the support fee summary attached and incorporated by reference as **Attachment A**.

II. Definition of Included Support Services

The fees paid by MnCCC under this Agreement and identified in **Attachment A** shall fully compensate TriMin for the following Services:

A. General IFSpi Support Activities

1. Track IFSpi support incidents and report out to IFSpi Advisory Committee (JIC) per the IFSpi Service Level Agreement (SLA) attached and incorporated by reference as **Attachment B**.
2. Provide supporting documentation for JIC meetings (up to 6 times per year) with respect to IFSpi bugs/fixes and open Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Study statuses).
3. Provide any IFSpi revisions necessitated by changes in applicable GASB (Governmental Accounting Standards Board) requirements and/or Minnesota statutes, laws or regulations. MnCCC will advise TriMin of any requested changes to IFSpi as necessitated by changes in GASB requirements and/or Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the changes. Further, these changes will be subject to the same enhancement scope limitation as listed in section III-8.

B. Level 1 Support

Logging of, and responding to, email and phone support requests from IFSpi users regarding IFSpi application usage. Each support request to be logged as to nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the IFSpi users and escalate more complex issues to Level 2 support. Also described in **Attachment B**.

Level 1 support will be performed by TriMin for participating MnCCC counties and agencies and other applicable independent users as approved by MnCCC, and only these users are to be charged for Level 1 support. See Attachment C.

C. Level 2 Support

Engage with IFSpi users on more complex support issues as escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training, provide alternate approaches to resolving issue, or by documenting the issue more fully so that it can be addressed by Level 3 support as an MnCCC bug, or enhancement request. Level 2 support will provide direction to IFSpi users and to Level 3 support in terms of whether or not the IFSpi functionality is working as designed, or appearing to be a "bug" in the code that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the IFSpi user will be instructed to submit an enhancement request to MnCCC (via their logical support organization). Level 2 support will also perform functional application testing prior to new release of updates to applications.

Level 2 support will be performed by TriMin and chargeable to MnCCC as listed in Attachment C. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

D. Level 3 Support

Perform IFSpi/CD code analysis, programming, testing and project management related to bugs as escalated from Level 2 support and for on-going software maintenance on the underlying architecture of IFSpi/CD with the goal of remaining current with respect to the "code stack" that supports the functional capabilities of IFSpi and Cash Drawer. The code stack refers to, but is not limited to: security layer, web browser, web server, framework, software libraries and scripting language, web services and other interfaces. In addition to the activity above, on-going technical documentation updates related to the changes will be needed.

Level 3 support will also include the following:

1. Estimating of IFSpi Functional Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Functional Enhancement Requests, with review and sign-off by MnCCC prior to coding activities on projects over 20 hours.
3. Project Management, Coding and Technical testing of Functional Enhancements.

4. On-going design, development, technical testing and deployment as described in "IFSpi Infrastructure Modernization" Section II-E below.

Level 3 support will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

E. Installation Support

For counties/agencies not able or interested in performing their own IFSpi product updates or installation of new releases, or who do not have another provider (i.e. MSCC), TriMin will perform the installations as part of this optional support element. A minimum of one hour fee will be charged per installation, with more time charged as needed for more complex installations or support, per the fee table in *Attachment A*.

Installation support will be performed by TriMin and chargeable only to counties who choose this option.

F. IFSpi Analyst Services

In addition to Level 2 and Level 3 Support activities, the TriMin staff assigned the IFSpi Analyst workload will proactively engage in the following:

1. On-going updates to IFSpi end user documentation. TriMin to develop and manage a "plan" for on-going user documentation updates that will be prioritized and based on analysis of frequent support topics and the need to replace legacy (green screen) documentation over time.
2. Develop training materials and training videos for use by IFSpi community. Provide web and/or "live" training quarterly at events mutually agreed upon with MnCCC.
3. Serve as primary liaison to the Joint IFS Committee (JIC), JIC Subcommittees and work directly with MnCCC and individual MnCCC end users as appropriate, to fully define and document requirements for IFSpi functional enhancements prior to submission to Level 3 for estimates, or coding activities.
4. Provide communication from MnCCC to Level 3 technical staff regarding functional requirements for IFSpi and Cash Drawer and support end users needs and desires with respect to the software.

IFSpi Analyst role will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

G. IFSpi Infrastructure Modernization Projects

TriMin will develop and maintain an IFSpi Infrastructure Modernization Projects report document to review with MnCCC at each bi-monthly meeting of the IFSpi Advisory Committee (JIC), to include:

- Descriptions of specific ongoing modernization projects that have been performed and/or are planned to be performed – including the rationale for why it is/was needed and hours logged/planned to support activities.

- Modernization Projects (1500 hours per year) will be prioritized and approved by MnCCC and reported on at bi-monthly IFSpi Advisory Committee Meetings as part of above report.

The IFSpi infrastructure modernization projects fund to include 4,500 person hours during this three-year agreement, initially allocated at 1,500 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 1,500 hours not be sufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per **Attachment A**.

Should TriMin fail to utilize 1,500 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure projects, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization projects then hours may be shifted to IFSpi functional enhancement activity to "consume" available hours. At this contract's end (December 31, 2024) any unused hours will not be recoverable.

IFSpi modernization will be performed by TriMin only and associated costs are included in this Agreement.

H. Additional Requirements

1. TriMin must obtain written permission from MnCCC to add any plug-ins or third-party code incorporated into the IFSpi system. This includes, but is not limit to, any "Freeware" or "Shareware". Once approved, those plug-ins will be maintained and updated as part of this Agreement without any additional fees, unless a special support addendum is executed and attached to this Agreement. TriMin will continue to provide MnCCC a detailed list specifying all third-party code and plug-ins, used in the existing IFSpi application. The listing to be updated and provided to MnCCC annually, or more frequently if any significant changes made. MnCCC acknowledges and agrees that pre-existing plug-ins and third-party code incorporated into the IFSpi system are accepted, and shall remain subject to support hereunder.
2. TriMin shall provide current, full and detailed database and application design and programming documentation for all parts of the IFS application including 3rd party add-ons.
3. TriMin shall follow the MnCCC policy on submission of source code and documentation to MnCCC.
4. TriMin shall maintain and provide to MnCCC annually, or more frequently as requested by MnCCC, the following Version Control documents:
 - a. County/Agency Listing – identifying version level of IFSpi and Cash Drawer (if installed) for each county/agency.
5. TriMin shall deliver 2 new major releases (to include functional enhancements) per calendar year of IFSpi and Cash Drawer, with minor releases or patches (to support technical issues or critical bug fixes) also delivered as needed and available according to overall priorities and coordination with JIC. If Automated Testing is implemented in the future, then consideration for additional major releases per calendar year can be considered.
 - a. Enhancements approved by JIC will be assigned to a specific future release and reported to JIC in terms of specific release number to be included in, and expected availability date for said release.

- b. The latest release notes documentation to include functions added to IFSpi and Cash Drawer in the latest release.

I. Service Level Agreement, Priorities and Escalation – See Attachment B.

J. Virus, Malware, Unapproved and/or Unauthorized Code

1. The current business practice in today's world is the electronic distribution of application software, data, help files, etc. from TriMin. This can be achieved either via an electronic download of information through the internet, or through the receipt of electronic media (e.g. DVD, CD, tape, etc.). It is imperative that TriMin take responsibility for delivering their electronic files with no virus, malware or unapproved/unauthorized code to MnCCC. TriMin warrants and represents that any data, programs, hardware or firmware provided, or sourced, by TriMin to MnCCC shall be free, at the time of shipment, of any computer virus, malware, unapproved and/or unauthorized code.
2. "Virus, Malware, Unapproved and/or Unauthorized Code" shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off or otherwise allow unrestricted access and use by MnCCC, its members and other licensees. This would also include, but not limited to, the entering of any illegal, virus, malware, unapproved and/or any unauthorized code containing or triggering any copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or politically motivating data into MnCCC and / or member systems or networks.

K. Compliance with Laws

The parties shall each abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by TriMin or MnCCC, shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and TriMin and MnCCC each hereby irrevocably consents to the jurisdiction and venue of such courts.

L. Ownership, Proprietary Considerations and Data Security

1. TriMin agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all MnCCC/TriMin documentation pertaining to the system design to avoid pirating of this information and subsequent software license disputes. TriMin shall assign to MnCCC, and MnCCC shall solely own any data, databases, programs, or interfaces developed by TriMin as a result of this Agreement.
2. MnCCC and TriMin agree that all materials and information developed under this Agreement shall become the sole property of MnCCC.

3. TriMin agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of MnCCC.
4. Procedures and software created by TriMin pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be proprietary to MnCCC. TriMin shall not disclose or otherwise make said software available to third-parties, or utilize in any other non-related applications without prior written consent of MnCCC.
5. TriMin shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without express written authorization of the other party. The provisions of this Section, shall survive the expiration or termination of this Agreement.

III. Items Not Included

This Agreement does not include support for non-IFSpi issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by TriMin to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's end user) to accept or decline such services in writing and prior to initial performance by TriMin in each case:

1. Any third-party software (fees or support), this does not include any 3rd party code or plug-ins used in the application.
2. Server migrations and server setup.
3. Operating System updates or troubleshooting (IBM i or Windows servers).
4. Applying application server and/or web server updates.
5. Networking issues internal to county or agency.
6. Local PC operating system support or troubleshooting.
7. Remote connection issues.
8. IFSpi functional enhancements greater than 20 hours, without additional approval and funding by MnCCC.
9. Other support for non-IFSpi / non-Cash Drawer applications or county systems.
10. Future third-party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.).

IV. Billings of Charges and Costs

- A. TriMin shall bill MnCCC the charges and costs for all support services, and at the rates set forth in Attachment A.

The minimum fee to be paid to TriMin for support services for IFSpi support over the duration of this Agreement shall be \$910,000 in 2022, \$952,600 in 2023, and \$995,500 in 2024, with support fees as defined in Attachment A. Any expenditure in addition to those specified above must be pre-

authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

Calendar quarter shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. TriMin shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

- B. Invoices pursuant to Section III-A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.
- C. The chargeable hourly rates by TriMin during the duration of this Agreement for project management, technical work and training personnel shall be those as defined in Attachment A.
- D. For any and all services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be reported by TriMin to MnCCC, which reserves the right to inspect TriMin's time records to substantiate charges and costs.
- E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in Attachment A. Direct Support services will be billed to MnCCC, who will then bill the requesting county. Both requesting county and MnCCC to sign any related Statement of Work (SOW).
- F. For services pre-authorized and performed pursuant to this Agreement, TriMin is authorized to bill for time incurred in actual travel, and for all transportation and overnight expenses except automobile mileage as per the US General Services Administrative Schedule.
- G. Non-payment and remedies of TriMin: In the event that MnCCC does not pay TriMin within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), TriMin shall have the option to terminate its obligation to render further services to MnCCC upon at least ninety (90) days' written notice thereof.

V. Representations, Warranties and Indemnifications of the Parties

- A. Each party represents and warrants that it has the right to enter into this agreement
- B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the IFSpi computer software system or software supports services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the IFSpi computer software system or software support services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.
- C. In no event whatsoever shall either party be liable to the other or to third-parties for any damages caused, in whole or in part, by the use of the IFSpi computer software system or the software

support services provided hereunder, or for any lost revenues, lost profits, lost saving or other direct or indirect, incidental, special, statutory or consequential damages incurred by any person, even if advised of the possibility of such damages or claims.

D. TriMin further represents, warrants and agrees as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on the IBM iSeries, Current Microsoft Server and SQL, PC networks, and WebSphere Application server (or mutually agreed upon future modernizations).
2. TriMin further warrants that these services will not alter or diminish the underlying performance of the existing IFSpi software system.
3. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC, that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third-party legal rights.
4. TriMin will provide true, correct and complete copies of the IFSpi source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide TriMin with written media, logistics, and delivery instructions.
5. TriMin agrees to perform background checks on any new hires that may provide services to MnCCC during the term of this Agreement, and to have all employees providing services hereunder as of or after January 1, 2022, bonded to work on a financial system by a bonding company authorized by the State of Minnesota. If MnCCC desires to increase the bonding amount beyond the amount TriMin has secured then any additional fees associated with the increase in bonding amount will be paid for by MnCCC over and above the fees listed in section IV above.

E. MnCCC further represents, warrants and agrees as follows:

1. MnCCC represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for MnCCC and for the MnCCC activity or system involved.
2. MnCCC represents and warrants that it will make prompt and full disclosure to TriMin of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist TriMin with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update IFSpi, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment

TriMin shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to TriMin from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.

C. Conflicts of Interest

TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

D. Subcontracting

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC. TriMin shall provide MnCCC with written notification requesting the use of subcontract resource ahead of engaging the resource. MnCCC shall respond in writing, in a timely manner, with approval or denial of request.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of TriMin hereunder to MnCCC.

Furthermore, such third-party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third-party's agreement to be bound by its provisions, as well as any nondisclosure agreements or other obligations in force between TriMin and MnCCC.

E. Expense Incurred

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

F. Independent Contractor

For the purpose of this Agreement, TriMin is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall be considered employees of TriMin; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. TriMin, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars (\$1,500,000) per accident for combined single limit.
2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars (\$1,000,000) for property damage arising from one (1) occurrence, one million dollars (\$1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars (\$1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars (\$2,000,000).
5. TriMin will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy.

H. Local Alterations

For the system supported under this Agreement, the version maintained by TriMin shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by the MnCCC. TriMin shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.

I. Data Practices

All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Director of Services, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of TriMin's responsible authority will be effective on MnCCC's receipt of written notice thereof given by TriMin.

J. Force Majeure

TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.

K. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

L. Governing Laws

The internal laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement, without regard for applicable conflicts of law principles.

M. Non-Discrimination

In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

N. Document Examination

All books, records, documents and accounting procedures and practices of TriMin relative to this Agreement are subject to examination by MnCCC, and either the legislative auditor or the state auditor as appropriate in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

VII. Term and Termination

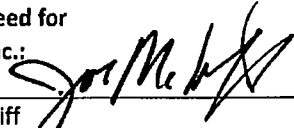
The term of this Agreement shall be January 1, 2022, to December 31, 2024, inclusive, unless earlier terminated prior to expiration as provided by herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days', unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.

Accepted and Agreed for

TriMin Systems, Inc.:

Signed By: 

Name: Joe McNiff

Title: VP/ Director of Services

Date: 11/3/2021

Accepted and Agreed for

MnCCC:

Signed By: 

Name: _____

Title: MnCCC Chair

Date: 11/4/2021

Accepted and Agreed for

MnCCC:

Signed By: 

Name: Lisa C. Meredith

Title: Executive Director

Date: 11/4/2021

Accepted and Agreed for

MnCCC:

Signed By: 

Name: Michelle May

Title: JIC Chair

Date: 10/28/2021

ATTACHMENT A

IFSPI Support Agreement 2022 – 2024

Fee Summary – Annual

<u>Support Elements</u>	<u>Support Fees</u> <u>2022</u>	<u>Support Fees</u> <u>2023</u>	<u>Support Fees</u> <u>2024</u>
Level 1 Support	\$ 145,000.00	\$ 150,000.00	\$ 155,000.00
Level 2/3 Support	\$ 575,000.00	\$ 605,000.00	\$ 635,000.00
Infrastructure Modernization Projects	\$ 190,000.00	\$ 197,600.00	\$ 205,500.00
Annual Contract Total	\$ 910,000.00	\$ 952,600.00	\$ 995,500.00

IFS Analyst role fees are included in Level 2/3 Support in the Fee Summary above, as the IFS Analyst role is primarily responsible for Level 2 Support and Level 3 enhancement coordination with JIC, in addition to other duties for IFS Analyst role as listed earlier in this document.

IFSpi Release Update Fees	<u>2022</u>	<u>2023</u>	<u>2024</u>
Hourly Rates	\$175	\$180	\$180

ATTACHMENT B

Service Level Agreement (SLA) Obligations and Procedures – IFSpi Support

This Attachment defines the SLA requirements referenced in the master agreement.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into TriMin's support tracking system (JIRA) and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
 - Severity 1: Critical Business Impact* - IFSpi system is not accessible
 - Severity 2: Significant Business Impact* – An IFSpi component is unavailable to users
 - Severity 3: Some Business Impact* - IFSpi system is fully available, but a significant issue is causing delays or workarounds
 - Severity 4: Minimal Business Impact* - IFSpi system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 issues, with Severity 2, 3, and 4 in descending priority sequence.
- End user will assign severity, TriMin can adjust severity label with MnCCC approval.
- Response Time Goals:
 - Severity 1** – Within 1 hour for initial response, with all available TriMin resources to support until IFSpi system is up and running again. TriMin resources will work 7 days a week, 24 hours a day until the issue is solved. TriMin will provide regular updates to the client personnel on the status and resolution of the issue. MnCCC and the effected client personnel shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update shall occur every 4 hours until the issue is resolved.
 - Severity 2** – Within 2 hours for initial response, subject to Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 20 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
 - Severity 3** – Within 4 hours for initial response, subject to Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 60 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.

Severity 4 – within 8 hours for initial response, subject to Severity 1, 2 and 3 priorities. TriMin will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved within 3 months. After 3 months escalation of the issue must be made to MnCCC, and the affected client designated staff.

Hours of Service

TriMin Support for IFSpi will be staffed and available from 8:00 A.M. to 4:30 P.M. central time, Monday through Friday, excluding TriMin holidays.

Boundaries of Service

The focus of TriMin's support is the IFSpi application and while many other factors can affect the availability and performance of IFSpi, TriMin will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by IFSpi support may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to IFSpi
- IBM core operating systems, except as related to IBM standard updates that IFSpi must operate under/or with.
- Microsoft core operating systems, except as related to Microsoft standard updates that IFSpi must operate under/or with.
- Billable services from TriMin (for a project outside of IFSpi Support Agreement)

Examples of services not covered under the IFSpi Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the IFSpi application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (IBM or Windows servers), except as related to Microsoft or IBM standard updates that IFSpi must operate under / or with.
- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to Microsoft or IBM standard updates that IFSpi must operate under / or with.
- Remote connection issues.
- Issues controlled by State of MN.
- Issues caused or initiated by county/agency that impact IFSpi or Cash Drawer that require TriMin assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-IFSpi / non-Cash Drawer applications or county systems.

- Future 3rd party fees (if any) for what is currently “freeware” embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.) These must be identified ASAP and a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- IFSpi Users will support their own requests for support with timely communication during and after problem resolution.
- IFSpi users will provide a high speed remote access capability to TriMin, as needed, to help resolve support issues. TriMin agrees to follow the individual agencies / counties requirements for this connectivity.
- IFSpi users will work with their local IT staff to rule out local issue before contacting TriMin.
- IFSpi users are encouraged to consult the TriMin IFS Portal and/or IFS Golden for additional help information.
- Users need to supply as much detail of the issue to the TriMin help desk as possible. Examples of information needed is:
 - Knowing if they are running IE in compatibility mode, and what IE version they are on.
 - Knowing if the issue is isolated, or happening multiple time and to different IFSpi users.
 - If the problem can readily be recreated, knowing the specific steps that cause the issue.
 - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
 - If any local diagnostics were run, being able to share them with TriMin.
 - Sharing screen shots of issue, or error code.

Reporting

- TriMin will provide MnCCC approved reports to MnCCC concerning the following aspects of IFSpi Support, These reports shall be supplied bi-monthly or on a schedule mutually agreed to by MnCCC, and TriMin
 - Volume of Support Issues (new vs. resolved).
 - Resolution Type for Support Issues.
 - Volume of Issues by reporting agencies.
 - Trends in support.
 - Severity 1, 2, 3, 4 issues reported/resolved.
 - “Bugs” fixed/pending.
 - Enhancements completed/pending.
 - Modernization Project activities status and hours usage.

ATTACHMENT C

Level of Support document to be maintained by JIC and list shared with TriMin upon commencement of this agreement and when any changes are made.