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**TO:** County Board of Commissioners

**FROM:** Lucas Dahling, Finance Director

**SUBJECT:** Board Ratification of MnCCC Contract, Finance System (IFS)

**DATE:** July 16, 2024

**Background:**

Minnesota Counties Computer Cooperative (MnCCC) has entered into an agreement with TriMin to provide ongoing maintenance and support for our existing finance system (IFS). This contract will run from January 1, 2025 through December 31, 2027. Since MnCCC coordinates this contract for four separate user groups, they are signing this contract on behalf of all the counties involved. Therefore, we only need board ratification of this contract.

**Recommendation:**

Staff recommends the Board ratify the IFS maintenance and support contract.



## **Amendment to Agreement to provide Professional Services Between Minnesota Counties Computer Cooperative and TriMin Systems, Inc.**

**THIS AMENDMENT TO AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE AND TRIMIN SYSTEMS, INC. (the “Addendum”)**, made effective as of January 1, 2025 (the “Effective Date”), is by and between TriMin Systems, Inc., with its principal place of business located at 2277 Hwy 36 West, Suite 250, Roseville, Minnesota 55113 (“TriMin”), and the Minnesota Counties Computer Cooperative, a joint powers organization, with its principal place of business located at 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members (“Customer”).

### **RECITALS**

**WHEREAS**, the parties entered into the Agreement to provide Professional Services Between Minnesota Counties Computer Cooperative and TriMin Systems, Inc. dated January 1, 2022 (“Master Agreement”); and,

**WHEREAS**, the parties wish to add the following provisions as an Addendum to the Master Agreement.

**NOW, THEREFORE**, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TriMin and Customer agree to make the following additions to the Master Agreement as follows:

#### **1. (Section II A 3 from the Master Agreement) GASB Revisions**

Provide any IFSpi revisions necessitated by changes in applicable GASB (Governmental Accounting Standards Board) requirements and/or Minnesota statutes, laws or regulations. MnCCC and/or the GASB Committee will advise TriMin of any requested changes, along with requirements 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. A total of 100 hours of GASB enhancements per year will be included in this contract. (This includes time required for requirements assistance, design and scoping of enhancements.) Any unused hours at the end of each year will not be recoverable. Enhancement hours beyond the initial 100 in a given year will be billed at the hourly rate specified in section 4 of this agreement.

#### **2. (Section II F from the Master Agreement) Training.** TriMin will provide on-going updates to IFSpi end user documentation. TriMin training activities will be prioritized by the IFS training committee and based on the following initiatives:

- TriMin to provide popular support topic ideas to the training committee on a quarterly basis for the training newsletter
- TriMin to provide 6 to 10 hours of training per year, included with the contract at no extra cost.
  - MnCCC must provide a subject matter expert to assist TriMin in training when requested by TriMin



- The training will be delivered via virtual training events, training videos, or live at MnCCC events (including participating in open forum discussions during live meetings)
- If MnCCC signs a new county, or requests individual county training, training hours will not be included in the 6 to 10 hours of live training. Instead, this training will be covered under direct support

**3. (Section II G from the Master Agreement) Modernization Hours**

The IFSpi infrastructure modernization projects fund to increase to 6,000 person hours during this three-year agreement, initially allocated at 2,000 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 2,000 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 **Section 4** this Amendment to the Master Agreement.

Should TriMin fail to utilize 2,000 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, 2027) any unused hours will be carried over to future years, assuming future agreements are reached between TriMin and Customer.

**4. (Attachment A in the Master Agreement) Fees.** In consideration of the Services, Customer shall pay TriMin the following annual support fees

<b>Support Elements</b>	<b>Support Fees 2025</b>	<b>Support Fees 2026</b>	<b>Support Fees 2027</b>
Leel 1 Support	\$ 162,750.00	\$ 168,446.25	\$ 174,341.87
Level 2/3 Support	\$ 666,750.00	\$ 700,087.50	\$ 735,091.88
Infrastructure Modernization Projects	\$ 287,000.00	\$ 301,350.00	\$ 316,417.50
<b>Annual Contract Total</b>	<b>\$ 1,116,500.00</b>	<b>\$ 1,169,883.75</b>	<b>\$ 1,225,851.24</b>

**IFSpi Release Update Fees**

<b>Direct Support Fees</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Hourly Rates	\$ 190.00	\$ 200.00	\$ 210.00



## 5. New Entity Addition.

For each new Licensed instance of IFSpi, TriMin will provide the following Direct Support Services:

- Discovery meeting to perform a gap-fit analysis.
  - TriMin will create a Statement of Work for the implementation work that was planned for during the Discovery meeting.
  - If specific enhancements or interfaces are needed for a new installation, these enhancements will be covered under a separate Statement of Work.
  - MnCCC will provide a business line expert that can help identify and scope needed enhancements for the new installation.
- Kick-off Meeting - In this meeting, you will determine a schedule for implementing IFS and develop a plan for conversion and technical training.
  - Installation
  - Migration (if needed)
  - Technical training
- MnCCC must provide a subject matter expert to assist TriMin in training when requested by TriMin
- Go-Live support will be provided by TriMin
- The above tasks will be billed on an hourly basis at the agreed upon rate outlined in the Statement of Work, which will be provided by TriMin.
- For each entity added, 50% of the yearly support fee paid by the new entity to MnCCC will be added to TriMin's annual contract fee.
- TriMin is open to an addendum to this contract, which would include TriMin acting as a selling agent for MnCCC or negotiating a royalty agreement for future software sales, if desired.



**6. Term and Termination.**

The term of this Agreement shall be January 1, 2025, to December 31, 2027, 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: Erin Hultgren  
Name: Erin Hultgren  
Title: Director of Government Solutions  
Date: 6/18/2024

**Accepted and Agreed for  
MnCCC:**

Signed  
By: [Signature]  
Name: Randy Jensen  
Title: MnCCC Chair  
Date: 6/5/2024

**Accepted and Agreed for  
MnCCC:**

Signed  
By: [Signature]  
Name: Lisa C. Meredith  
Title: Executive Director  
Date: 6/5/2024

**Accepted and Agreed for  
MnCCC:**

Signed  
By: Martha Monsrud  
Name: Martie Monsrud  
Title: IFS Advisory Committee Chair  
Date: 6/3/2024

## BOARD RATIFICATION STATEMENT

*Due back to MnCCC by September 6, 2024*

The Board of \_\_\_\_\_ has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2025, through December 31, 2027. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

Signed: \_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

