



RULES AND REGULATIONS

OF THE

JOINT IFS COMMITTEE

Adopted June 2013
Amended June 2018

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 from time to time.

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and cannot conflict with or be inconsistent with MnCCC Bylaws and may at any time be modified, replaced or repealed.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 JIC are promulgated.

Joint IFS Committee (JIC)

Mission: To develop and maintain integrated data systems that support agencies in complying with the duties and obligations of auditor/treasurer and health and human services departments, and to be in a position to exchange information with our partners.

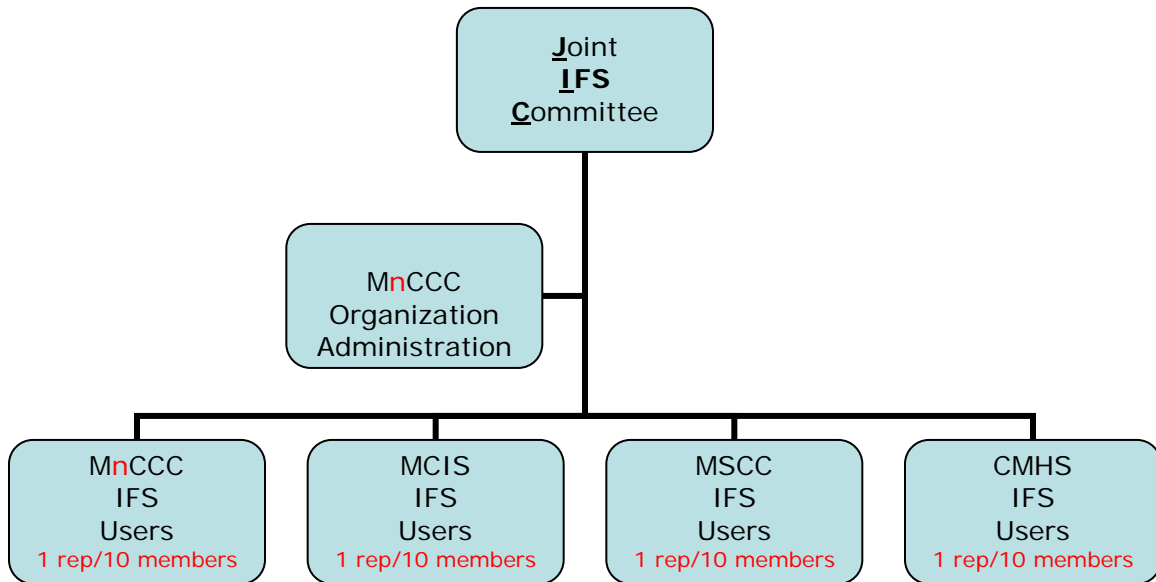
Vision: Create, implement and enhance an effective and efficient financial software system through active cooperation of the membership.

JIC 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 financial 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 JIC and all IFS users

- Actively solicit representation and input from all members
- Maintain integrity of the software

The structure and relationship between JIC and the MnCCC Joint Powers Organization shall be as illustrated below and allowed by MnCCC By-laws Article V, Section 1.



Article I
Purpose

The Joint IFS Committee, hereafter referred to as JIC, exists to collectively oversee the Integrated Financial System, hereafter referred to as IFS or IFSpi, financial software system collectively owned by IFS Users that are members of IFS User Groups that agree to cooperate for the purpose of providing coordination, ensuring continuity of software maintenance and county financial operations using IFS. The purpose of these JIC Rules and Regulations is to define the manner in which JIC shall operate, the rights, privileges and obligations of each IFS User Group and their respective members to JIC, to provide direction to the staff of MnCCC and to conduct business necessary to the operation of JIC as directed by the elected representatives serving on JIC.

Article II
Definitions

1. **JIC** shall mean the Joint IFS Committee.
2. **IFS/IFSpi** shall mean the financial software system collectively owned and managed through JIC.

3. **IFS User Groups** shall mean organizations established by commonality among IFS Users governed by by-laws with formalized processes to collectively evaluate Change Requests or Development Projects that relate to IFS.
4. **JIC Representatives** shall mean individuals elected and/or alternates appointed or elected to represent their IFS User Group on JIC.
5. **JIC Members** shall mean JIC Representatives and ex officio members
6. **Change/Enhancement Requests** shall mean requests to modify and/or enhance IFS.
7. **Development Project** shall mean significant changes that would go beyond the scope and/or funding available through the services agreements in effect at the time of the Development Project.
8. **Enhancement Fund** shall mean funds being held by MnCCC under the direction of JIC.
9. **CMHS** shall mean Computer Management for Human Services, an organization of IFS users representing all Human Service IFS users.
10. **MnCCC** shall mean Minnesota Counties Computer Cooperative, a joint powers organization representing Auditor-Treasurer IFS users and also acting in an administrative capacity under the terms of these Rules and Regulations.
11. **MSCC** shall mean Mid-State Computer Cooperative, an organization of IFS users representing Auditor-Treasurer IFS users.
12. **MCIS** shall mean Minnesota Counties Information Systems, a joint powers organization representing Auditor-Treasurer IFS users.

Article III **Organization and Structure**

Section 1. Each IFS user group shall conduct business in accordance with their by-laws and negotiate agreements separately with vendors for installation, training and other support services on behalf of their respective members. It is the intention of the IFS user groups that their respective vendors shall perform said services in support of these Rules and Regulations and in a manner consistent with the cooperative intent of these Rules and Regulations.

Section 2. Each IFS user group shall elect annually one (1) JIC Representative for each ten (10) entities represented from among their voting members in the following number. These elected JIC Representatives shall be the voting members of JIC. Each IFS user group shall appoint or elect at least one alternate from among their voting members.

Section 3. JIC shall have three officers: Chair, Vice Chair, and Recording Officer. At the annual business meeting in June, JIC shall elect from among the JIC Representatives a Recording Officer and a Vice Chair. The Vice Chair from the previous year shall move to the Chair position. The Vice Chair and Chair positions shall rotate between an Auditor-Treasurer and Human Service voting member. If for any reason the Recording Officer or Vice Chair cannot finish their term, the Chair shall call for an election at the earliest available meeting, or by electronic means, if deemed necessary. If for any reason the Chair cannot finish their term, the Vice Chair shall move to the Chair position and call for an election for the Vice Chair at the earliest available

meeting, or by electronic means if deemed necessary. The Chair may appoint JIC Representatives to fill these positions at any time for temporary absences.

Section 4. The Chair shall preside over all JIC meetings. The Vice Chair shall preside over JIC meetings in the absence of the Chair.

Section 5. The Recording Officer shall be responsible for taking minutes at all JIC meetings.

Section 6. The Chair shall be responsible to call meetings. The Chair shall provide JIC members with a written agenda and meeting minutes from the prior meeting ten (10) days prior to a scheduled meeting date. Any Advisory Committee meeting minutes shall also be included.

Section 7. The Chair shall have the ability to establish Advisory Committees from among JIC Representatives and members of IFS User Groups as deemed necessary and authorized by JIC. One of the Advisory Committee members shall be assigned to lead the Advisory Committee and shall appoint a recording officer from among the Advisory Committee members. Minutes of these Advisory Committee meetings shall be forwarded to the current JIC Chair.

Section 8. In accordance with MnCCC Information Services Support Group-ISSG, a Technical Liaison shall serve on JIC as a non-voting member in an advisory capacity. This individual will serve as a communication link between MnCCC's Finance and General Government User Group and County IT staff. # This Technical Liaison will find an alternate if ~~is~~ unable to attend a JIC meeting.

Article IV **JIC Fees and Expenses**

Section 1. MnCCC shall act as fiscal agent for JIC. Fees established under these Rules and Regulations, or by action of JIC, shall be held by MnCCC and be under the sole direction of JIC Representatives. No funds may be used for any purpose other than those directed by JIC Representatives. No individual or collective IFS User Group approval shall be required for such expenditures.

Section 2. Subject to review and change by JIC Representatives during the duration of each IFS User Group and their respective member's participation in these Rules and Regulations, each IFS user group shall pay to the MnCCC organization the current membership, (as of approval of this document \$1500.00) for each elected representative position on JIC regardless if the representative position is vacant or filled. This amount is payable to MnCCC and covers the administrative costs associated with JIC. Each IFS User Group shall distribute these fees to their respective members as directed within their user group.

Section 3. JIC shall establish a fee for purchase of the IFS/IFSpi software. Any governmental entity wishing to acquire IFS/IFSpi software shall pay this fee to the MnCCC organization.

Section 4. If, within two (2) years of termination in accordance with Article VII Sections 1 & 2, a former IFS User Group member chooses to rejoin an IFS User Group and execute the current services agreement and obtain the current release of the IFS/IFSpi software, a fee equal to the amount that would have been paid had they remained a member of the IFS User Group shall be payable to the JIC Enhancement Fund. Additional fees may be considered and assessed by JIC should there be any extenuating circumstances with IFS User Group member's data and records resulting from the termination.

Article V **Business Rules**

Section 1. JIC shall meet a minimum of four (4) times each year.

Section 2. A quorum shall exist when at least two (2) Auditor-Treasurer representatives from two (2) IFS User Groups and two (2) Human Service representatives are present at a duly called meeting. A quorum shall be required to conduct business at a JIC meeting.

Section 3. Change/Enhancement requests may be submitted by any IFSpi user to TriMin. TriMin will assign an enhancement number and post the request to an updated list on the IFSpi portal. TriMin will contact the IFSpi user submitting the request to verify the details of the request. Enhancement requests will be recommended for approval, denial, or forwarded to another Advisor Committee by the Enhancement Committee. The Enhancement Committee will present their recommendations to JIC for all enhancement requests submitted. JIC will approve to implement, deny, or send to an Advisory Committee enhancement requests that have been presented. Change Requests can also be initiated from within JIC. JIC Representatives shall set priorities for the next quarter.

Section 4. Development Projects shall be considered by JIC from time to time. JIC Representatives shall be responsible for disseminating information about the Development Projects under consideration to their respective IFS User Group, present Development Project proposals at their respective IFS User Group meetings, provide information to and answer questions about the Development Project proposal, obtain the consensus of their respective IFS User Group on the Development Project proposal, and take the appropriate action at the JIC meeting based on direction from their respective IFS User Group's consensus. Costs for a Development Project may be split in a variety of methods including, but not limited to:

- Payment out of the Enhancement Fund

- Payment by IFS User Group members equally split

- Payment by IFS User Group members based on population

- Payment by one IFS User Group if for their sole benefit of their respective members, but made available to all IFS User Group members.

- Any combination of the above methods of cost distribution or another developed by JIC or IFS User Groups or their respective members and approved by JIC Representatives.

Section 5. JIC Representatives shall be the final authority to allow or disallow Change/Enhancement Requests and/or Development Projects.

Section 6. IFS User Group members shall agree to these Rules and Regulations as long as they are using the IFS/IFSpi software.

Section 7. Changes to the Rules and Regulations of the Joint IFS Committee will require a sixty (60) day notice to the full membership before they can be put to a vote.

Section 8. Each IFS user group agrees to pay the dues established by the MnCCC Joint Powers Organization as provided for in Article IV, Section 2. In addition, the Maintenance and Support Contract shall be ratified by the Governing Board of each member agency within 90 days after signing by the MnCCC Joint Powers Organization and the JIC Chair. Voting rights and enhancement rights will be placed on hold for agencies without a ratification statement on file after the 90-day period unless this is waived by the JIC Chair due to extenuating circumstances. Member agencies may not submit requests for participatory enhancements without a contract ratification on file with the MnCCC Joint Powers Organization. Member agencies must promptly pay their assigned rates for Maintenance and Support when billed by the MnCCC Joint Powers Organization.

Article VI **Ownership**

JIC, on behalf of the IFS User Groups and their respective members, agrees to designate the MnCCC Joint Powers Organization as the owner of IFS/IFSpi for purposes of establishing ownership and copyright on behalf of JIC and the IFS User Groups and their respective members for the duration of the arrangement between JIC and the IFS User Groups and their respective members and MnCCC in an administrative capacity as outlined in these Rules and Regulations.

Article VII **Termination**

Section 1. IFS User Group Member Termination. Termination of Services Agreement with the current vendor, termination of membership in an IFS User Group, and termination of use of IFS/IFSpi software shall release the individual IFS User Group member from these Rules and Regulations forfeiting all interest in and rights to IFS/IFSpi software. The IFS User Group Member will retain the right and license to use the IFS software system in its current form at the time of termination. They will not be entitled to any further upgrades or enhancements unless they have already paid for the upgrades prior to termination.


Section 2. IFS User Group Member Termination Notification. An individual IFS User must send a written notification to their respective IFS User Group who will notify MnCCC by April 1st in

order to terminate use of IFS/IFSpi software at midnight on December 31st of that same year. Other notifications may be required by the IFS User and the current vendor.

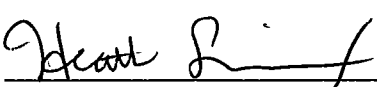
Section 3. IFS User Group Termination. Termination of participation in these Rules and Regulations by an IFS User Group and their respective members shall be allowed when all respective members of the IFS User Group have executed termination as set forth in Article VII, Sections 1 and 2. Should an IFS User Group terminate under this Section, a respective IFS User Group member can choose to become a member of another IFS User Group that is participating in these Rules and Regulations.

Section 4. IFS User Group Termination Notification. An IFS User Group must send written notification to MnCCC by April 1st in order to terminate participation in this agreement at midnight on December 31st of that same year.

Upon approval by majority vote of all IFS users that have ratified the current contract and approval by the MnCCC Board, these Rules and Regulations shall become effective and replace any previous versions.

Signature:  Date: 8/7/2018
Printed Name: John Thompson
Minnesota Counties Computer Cooperative (MnCCC)
Board Chair

Signature:  Date: 8/7/2018
Printed Name: Lisa C. Meredith
Minnesota Counties Computer Cooperative (MnCCC)
Executive Director

Signature:  Date: 8/7/2018
Printed Name: Heather Lemieux
JIC Chair