



Minnesota Department of Human Services Joint Powers Agreement

This Joint Powers Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the State of Minnesota, acting through its Department of Human Services, Office of Internal Control and Accountability (DHS) and the City of Saint Paul ("City") on behalf of the St. Paul, Police Department ("SPPD"). The parties have authority to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.

RECITALS

DHS, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: providing SPPD unlimited 24/7 access at the DHS digital forensics laboratory located at 444 Lafayette Road North, St. Paul, MN 55155 for the purpose of using GrayKey's cell phone forensics device pursuant to this cost sharing agreement.

DHS represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of SPPD.

THEREFORE, the parties agree as follows:

1. AGREEMENT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This AGREEMENT is effective on **July 1, 2023**, or the date that DHS obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This AGREEMENT is valid through **June 30, 2025**, or until all obligations set forth in this AGREEMENT have been satisfactorily fulfilled, whichever occurs first.

2. DUTIES.

2.1 DHS's Duties.

DHS will allow SPPD unlimited use of DHS' GrayKey cell phone forensics device as needed 24 hours per day 7 days per week as coordinated with the DHS representative, located as defined by the End User License Agreement (EULA) between DHS and GrayShift LLC (GrayShift). By signing this Agreement, SPPD agrees to use the GrayKey device in accordance with the terms and conditions of the EULA. The EULA is attached and incorporated into this Agreement.

DHS purchased GrayKey device from GrayShift. The device will be located at the DHS digital forensics laboratory located at 444 Lafayette Road North, St. Paul, MN 55155. As determined in the sole discretion of DHS' Authorized Representative, SPPD will be given access to the DHS laboratory to access and use the device identified in section 2.1.

2.2 SPPD's Duties:

SPPD must: DHS and SPPD recognize that SPPD's on-going and future use of the GrayKey device is dependent upon SPPD's use consistent with the EULA and the full payment by SPPD of its use as consistent with all annual maintenance agreements.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. SPPD will provide consideration for all services satisfactorily provided by DHS under this AGREEMENT.

3.2 Terms of Payment. The SPPD must pay DHS within 35 days the 35 day payment is in accordance with Minnesota Statute 471.425 after DHS presents invoices for services it provides.

3.3 Total Obligation. The total obligation of SPPD for all compensation and reimbursements to DHS shall not exceed **\$7,000** dollars in state fiscal year 2024, and \$7,000 in state fiscal year 2025.

4. CONDITIONS OF PAYMENT.

DHS will perform all services pursuant to this AGREEMENT to SPPD's satisfaction, according to the sole discretion of SPPD's authorized representative.

5. AUTHORIZED REPRESENTATIVES.

5.1. DHS. DHS's authorized representative for the purposes of administration of this AGREEMENT is:

Name / Title: John McDonald, Digital Evidence Lab Supervisor

Agency: Minnesota Department of Human Services

Address: 444 Lafayette Road North, St. Paul MN, 55155

Phone: 651-431-2881

Email: John.F.McDonald@state.mn.us

5.2. SPPD. SPPD's Authorized Representative is:

Name / Title: Commander John Linssen

Agency: St Paul Police Department, Criminal Intelligence Unit

Address: 367 Grove Street, St. Paul MN, 55101

Phone: 651-266-5879 (Desk), 651 508-0877 (Cell)

Email: john.linssen@ci.stpaul.mn.us

If SPPD's Authorized Representative changes at any time during this AGREEMENT, SPPD must immediately notify DHS.

5.3. Information Privacy and Security. (If applicable) SPPD's responsible authority for the purposes of complying with data privacy and security for this AGREEMENT is Commander John Linssen or successor. Phone and email: 651-266-5879 (Desk), 651 508-0877 (Cell), john.linssen@ci.stpaul.mn.us .

6. VENUE

Venue for all legal proceedings out of this AGREEMENT, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. INDEMNIFICATION.

In the performance of this AGREEMENT, the Indemnifying Party must indemnify, save, and hold harmless DHS, its agents, and employees, from any claims or causes of action, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions.

The Indemnifying Party is defined as the City. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of DHS's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for DHS's failure to fulfill its obligation under this AGREEMENT.

8. INFORMATION PRIVACY AND SECURITY. N/A**11. TERMINATION.**

11.1 Termination. DHS or the SPPD may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

11.2 Termination for Insufficient Funding. DHS may immediately terminate this AGREEMENT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the SPPD. DHS is not obligated to pay for any services that are provided after notice and effective date of termination. However, the SPPD will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. DHS will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. DHS must provide the SPPD notice of the lack of funding within a reasonable time of DHS's receiving that notice.

12. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.

12.1 Assignment. The SPPD may neither assign nor transfer any rights or obligations under this AGREEMENT without the prior consent of DHS and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

12.2 Amendments. Any amendment to this AGREEMENT must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

12.3 Waiver. If DHS fails to enforce any provision of this AGREEMENT, that failure does not waive the provision or its right to enforce it.

12.4 Contract Complete. This AGREEMENT contains all negotiations and agreements between DHS and the Contractor. No other understanding regarding this AGREEMENT, whether written or oral, may be used to bind either party.

13. Intellectual Property Rights. GrayShift is the sole owner of all intellectual property rights related to the device. DHS (“Licensee”) is a licensee of GrayShift. DHS recognizes CFB as an authorized user of DHS’ device. “Authorized Users” means collectively, employees, agents, or contractors of Licensee accessing or using the Software. Licensee represents, warrants and covenants to GrayShift that (a) only Authorized Users of Licensee who have obtained any necessary consents and approvals pursuant to applicable laws shall be permitted to use any of the GrayShift Products in connection with any Devices; (b) Licensee and its Authorized Users shall only use the Products and Software in compliance with all applicable laws; and (c) Licensee and its Authorized Users shall only use the Software in accordance with the consents and approvals obtained pursuant to applicable laws. As an Authorized User, CFB may use the device for government purposes as long as CFB pays its portion of the maintenance and renewal fees and uses the device within the scope of the EULA.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By:  _____
DocuSigned By: 5457B11AE8BB49D...

Date: 5/17/2023

Contract No: 229232

2. SPPD

CITY OF SAINT PAUL, MINNESOTA

By _____

Its Deputy Mayor

By _____

Its Director, Office of Financial Services

By _____

Its Assistant Chief of Police

Approved as to form:

By _____

Assistant City Attorney

3. DHS

By (with delegated authority): _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

SPPD

State Authorized Representative