

Agreement between City of St. Paul - Department of Safety and Inspections and the Association for Nonsmokers-Minnesota

THIS AGREEMENT made and entered into this July 16, 2013, by and between The Association for Nonsmokers-Minnesota, hereinafter referred to as ANSR and, City of St. Paul- Department of Safety and Inspections hereinafter referred to as a "Consultant".

ANSR and Consultant, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: SCOPE OF SERVICES

The Consultant agrees to participate with coalition partners, in their efforts to:

Reduce point-of-sale tobacco industry influence in St. Paul by:

1. Continued enforcement of existing St. Paul tobacco ordinances;
2. Updating tobacco retail licensing provisions to reflect new products; and
3. Assist coalition efforts in completing community assessment on little cigars.

The Consultant agrees to specific tasks, deliverables, timelines, etc. that make up these services are described herein

A. Consultant will:

1. By July 31, 2013 develop a work plan in collaboration with the sub-contract manager to participate in reducing tobacco influences in Ramsey County. The work plan will become part of the contracted duties.
2. Activities to be compensated must be approved by RTC staff prior to implementation of the activity.
3. Consultant will keep in regular contact with the sub-grant manager and will participate in quarterly coalition meetings.
4. Consultant staff and volunteers will refrain from any and all tobacco possession and use when working with students. Adults are to be healthy and positive role models for youth.
5. Reporting: Due **October 15th, 2013, January 10th, 2014, April 9th, 2014, June 16th 2014** consultant shall submit to ANSR a progress report on each of the above contract duties. Consultant shall demonstrate progress toward outcomes identified in the "Scope of Services." Consultant will maintain all records for at least one year following completion of the contract.

SECTION 2: TIME FOR COMPLETION

The services described in Section 1 shall be effective July 16, 2013 will be completed in accordance with the schedule mutually agreed upon with ANSR and the consultant. Contract period beginning July 16, 2013 ending June 16, 2014.

SECTION 3: BILLING AND PAYMENT.

- A. Consultant's successful performance of the Agreement, ANSR agrees to compensate the Consultant on a pre-negotiated rate depending on the scope of project.
- B. No claim for services and/or Costs provided by the Consultant, not specifically provided for in the agreement will be honored by ANSR.
- C. Total costs for the project shall not exceed \$6,000.
- D. Consultant shall submit an itemized invoice by: **October 15th, 2013, January 10th, 2014, April 9th, 2014, June 16th 2014** . Upon receipt of the invoice verification of the charges by the Project Director, payment shall be made by ANSR within forty-five (45) days.
- E. In the event the Consultant fails to comply with any terms or conditions of the Agreement or to provide in any manner the work of services as agreed to herein, ANSR reserves the right to withhold any payment until ANSR is satisfied that the corrective action has been taken or completed.
- F. Additional funds and a contract extension may take place for funding until June 30, 2014, if contractual duties are met.

SECTION 4: TERMINATION.

- A. This agreement will continue in full force and effect until completion of the project as described herein unless it is terminated at an earlier date by either party. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.
- B. In the event of termination, ANSR will pay the Consultant for all service actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination.

SECTION 5: AMENDMENT OR CHANGES TO THE AGREEMENT.

- A. ANSR or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by ANSR.
- B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.
- C. Consultant shall obtain written pre-approval from ANSR to make changes in approved grant duties, changes to the approved budget, media and communications pieces, surveys, evaluations, equipment purchases, and out-of-state travel. As ANSR must get prior approval from the STATE, no changes may be carried out until ANSR has received that approval. The STATE reserves the right to disallow expenditures if grantees do not receive written approval.

SECTION 6: STATE AUDITS:

The books, records, documents, and accounting procedures and practices of the consultant relevant to this contract agreement shall be made available and subject to examination by the STATE, including the contracting Agency/division, Legislative Auditor, and State Auditor for a minimum period of six (6) years from the end of this contract term.

The STATE shall have the right to require transfer of all equipment purchased with contract funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment

was acquired is transferred from one grantee to another.

GRANTEE shall make available to the STATE any products or materials produced by activities supported with these funds.

GRANTEE and/or a subcontractor, mini-grantee or contractor shall not purchase commercial and/or traditional tobacco products without prior approval from the STATE Authorized Representative. Commercial and traditional tobacco products may only be purchased and used for educational purposes, must be stored in a secure location when not in use for educational purposes, and cannot be used or consumed for individual purposes. Upon grant expiration, products must be returned to the STATE and cannot be resold or consumed. The total dollar amount for purchases shall not exceed \$50 (fifty dollars) in 2013 unless approved by the STATE Authorized Representative.

GRANTEE and/or subcontractor, contractor or mini-grantee must obtain prior written approval from the STATE Authorized Representative to write for publication and/or prior to publishing any journal article, publication or other paper that includes STATE funded activities, survey findings, data or information pertaining to the STATE funded program.

GRANTEE must follow the protocol as outlined by the STATE.

GRANTEE and/or subcontractor, contractor or mini-grantee must include the following wording on all communication materials (broadcast, print or online), presentations, posters, surveys or other items developed with STATE funds: *"This (insert name of program, project, publication, research, presentation, poster, etc.) is funded by a Tobacco-Free Communities Grant from the Minnesota Department of Health."*

SECTION 7: OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the Consultant its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this grant agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

The Consultant hereby assigns to the STATE all rights, title and interest to the MATERIALS. Consultant shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this grant agreement by the consultant, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the Consultant, its employees and any subcontractors, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the Consultant's obligations under this grant agreement without the prior written consent of the STATE'S Authorized Representative.

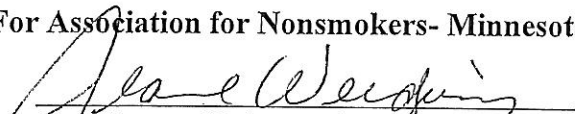
B. Consultant represents and warrants that MATERIALS produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Consultant shall indemnify and defend the STATE, at Consultant's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringes upon the intellectual property rights of another. Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this contract agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Consultant's or the STATE'S opinion is likely to arise, Consultant shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

SECTION 8: ENTIRE AGREEMENT.

It is understood and agreed that this entire Agreement supercedes all oral agreement and negotiations between parties relating to the subject matter herein.

The parties hereto have executed this Agreement, the day and year first written above.

For Association for Nonsmokers- Minnesota



Jeanne Weigum - President

7-23-13
Date


For City of St. Paul, Department of Safety and Inspections



Signature

7-29-13
Date


Director, Dept of Safety & Inspections
Title



Signature

8-8-13
Date

Director, Financial Services
Title

 7-29-2013
Assistant City Attorney as to Form



2013 Goals

1. **Point-of-sale:** Update local tobacco retail licensing provisions in two municipalities. This could involve educate community members about tobacco industry influences (including new tobacco products), and how to create policy change around these issues.
2. **Point-of-sale:**
 - Complete community assessment of single little cigars including frequency, impact, community readiness and decision maker interest
 - Educate the St. Paul community about little cigars
 - Identify policy options available for reducing single cigar sales in St. Paul
3. **Point-of-sale:** Reduce point-of-sale tobacco advertising in St. Paul through continued enforcement of new sign code restrictions.
4. **Housing:** Increase the number of smoke-free multi-unit housing policies by at least 5 buildings

2013 Sub-grantee Work Plan

Organization: City of St. Paul, Department of Safety and Inspections
 Contact Person: Peg Fuller
 Date: 8-21-2013

| Goal (Choose from 1, 2, 3 or 4) | Activity | Desired Outcome |
|------------------------------------|---|---|
| | Enforce St. Paul tobacco ordinance with all tobacco vendors and fulfill requirement under state law to recheck businesses that have failed and respond to complaints. | Complete rechecks on businesses who failed compliance check. |
| Goal (Choose from 1, 2, 3 or 4) | Activity | Desired Outcome |
| 1 | Update city ordinance to reflect electronic cigarette (nicotine or lobelia delivery device) as tobacco | Regulate electronic cigarettes like all other tobacco products |
| Goal (Choose from 1, 2, 3 or 4) | Activity | Desired Outcome |
| 1 | Enforce existing electronic cigarette ordinance with an educational letter and electronic cigarette fact sheet to St. Paul tobacco vendors | Increased compliance with e-cigarette regulations within St. Paul tobacco vendors |
| Goal (Choose from 1, 2, 3 or 4) | Activity | Desired Outcome |
| 2 | Train with little cigar kit and encourage decoys to ask for little cigars during compliance checks. | 1) Gain perspective on the problem in St. Paul youth; 2) Report the percent of sales to decoys of little cigars; 3) Report the cost and flavoring (yes/no) of little cigars |



Ramsey Tobacco Coalition
 Reducing Youth Exposure to Tobacco Influences
 2013 Progress Report Form

Name/Agency: Peg Fuller, City of St. Paul, Department of Safety and Inspections

Date of report:

Time period covered:

| Activity | Desired Outcome | Progress on Activity and Outcome |
|--|---|---|
| Enforce St. Paul tobacco ordinance and fulfill requirement under state law to recheck businesses that have failed and respond to complaints. | Complete rechecks on businesses who failed compliance check. | Describe progress generally: How many businesses failed compliance check? ____ How many of those have been rechecked? ____ How many of those passed the re-check? ____ |
| Activity | Desired Outcome | Progress on Activity and Outcome |
| Update city ordinance to reflect electronic cigarette (nicotine or lobelia delivery device) as tobacco | Regulate electronic cigarettes like all other tobacco products | |
| Activity | Desired Outcome | Progress on Activity and Outcome |
| Enforce existing electronic cigarette ordinance with an educational letter and electronic cigarette fact sheet to St. Paul tobacco vendors | Increased compliance with e-cigarette regulations within St. Paul tobacco vendors | |



Ramsey Tobacco Coalition
 Reducing Youth Exposure to Tobacco Influences
 2013 Progress Report Form

| Activity | Desired Outcome | Progress on Activity and Outcome |
|--|--|--|
| Train decoys with little cigar kit and encourage them to ask for little cigars during compliance checks. | 1) Gain perspective on the problem in St. Paul youth; 2) Report the percent of sales to decoys of little cigars; 3) Report the cost and flavoring (yes/no) of little cigars | Describe progress generally: How many attempts were made to purchase little cigars? _____ How many of those were flavored little cigars? _____ How many little cigars were purchased by decoys? _____ How many of those were flavored little cigars? _____ What were the costs of little cigars purchased (provide receipts)? _____ |

1. Describe Challenges Encountered

2. Describe Plans to Overcome Challenges



Ramsey Tobacco Coalition
Reducing Youth Exposure to Tobacco Influences
2013 Progress Report Form

3. Describe Upcoming Activities and Tasks

Activity Reports & Invoices are due quarterly:

- October 15th, 2013
- December 28, 2013
- March 31, 2014
- June 30, 2014