

## **Agreement between City of Saint Paul- Department of Safety and Inspections and the Association for Nonsmokers-Minnesota**

THIS AGREEMENT (the "Agreement") is made by and between the Association for Nonsmokers-Minnesota, a Minnesota nonprofit corporation, located at 2395 University Ave. W. Suite 310, St. Paul, MN 55114 ("ANSR") and city of Saint Paul Department of Safety and Inspections located at 375 Jackson Street, Suite 220 Saint Paul, MN 55101 ("Contractor") (ANSR and Contractor may be referred to here in each individually as a "party" and collectively as the "parties") effective as of January 1, 2025.

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

### **SECTION 1: SCOPE OF PROJECT.**

Contractor will complete the project ("Project") as specified in Exhibit A attached to this Agreement.

### **SECTION 2: TERMS OF AGREEMENT.**

The Project described in Exhibit A will begin on January 1, 2025 and end on December 31, 2025. Within this time frame, the Project called for in Exhibit A will be completed in accordance with the schedule mutually agreed upon by ANSR and Contractor set forth in Exhibit A. Additional funds and a contract extension may take place for funding after December 31, 2025, if contractual duties are met.

### **SECTION 3: TERMS OF PAYMENT.**

- A. ANSR shall pay Contractor according to the following terms and conditions:
  - a. ANSR shall pay Contractor in the amount of \$10,000 to be paid in two equal installments of \$5,000 after receipt of invoices.
  - b. No claim for services and/or costs provided by the contractor, not specifically provided for in the Agreement will be honored by ANSR.
  - c. *Total compensation for the Project under this Agreement shall not exceed \$10,000. No payment will be made in excess of this amount.*
  - d. Payment will be made to the City of Saint Paul Department of Safety and Inspections.

- B. Contractor shall submit an invoice and progress report by May 31, 2025 and November 1, 2025 detailing completed activities. No invoice will be paid without receipt of the progress report. No payment will be made for invoices and progress reports received more than 60 days past the date due
- C. In the last month of the contract, the Contractor must submit a proforma (estimated) invoice at least ten days prior to the end of the month. The proforma invoice will list all anticipated changes through the end of the contract period.
- D. Upon receipt of the invoice and verification of the charges, ANSR shall make payment to the Contractor within 45 days of receipt of report.
- E. ANSR reserves the right to withhold any payment for an invoice submitted for incomplete or unsatisfactory work until ANSR is satisfied that the corrective action has been taken or the work has been successfully completed.
- F. Contractor is solely responsible for paying its employees for services performed under this Agreement. In no event will ANSR be liable to Contractor's employees for payment for any services provided under this Agreement. ANSR is not liable to pay or reimburse any type of expense which is not listed in this Agreement unless otherwise agreed upon in writing and signed by the parties.

#### **SECTION 4: RELATIONSHIP OF THE PARTIES**

- A. Independent Contractor. The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf. Contractor shall not have, and shall not represent that it has, any power, right or authority to bind ANSR, or to assume or create any obligation or responsibility, express or implied, on behalf of ANSR or in ANSR's name, except as herein expressly permitted.
- B. Taxes. Contractor acknowledges and agrees that any amount received under this Agreement is gross of any taxes, fees and levies of any nature whatsoever which may be imposed by any authority with jurisdiction over any amounts received by Contractor under this Agreement. The Contractor shall be solely responsible for the payment of any and all such taxes, fees and levies associated with the Grant amounts. Contractor shall be deemed to be an independent contractor for all purposes. Neither Contractor nor any of its employees, Contractors, or subcontractors, shall be considered an agent, representative or employee of ANSR for any purpose including, but not limited to, workers' compensation insurance, unemployment insurance, social security insurance,

federal, provincial, state, and local taxes and ANSR employee benefits plans and coverages. In the event ANSR is liable for any withholding taxes, unemployment compensation, workers' compensation, or other similar taxes or charges associated with Contractor's performance of this Agreement, Contractor agrees to repay ANSR for all such taxes or charges. Internal Revenue Service ("IRS") regulations require that any foreign person providing services in the United States for a fee complete a Form W-8. ANSR may be required to withhold certain amounts in accordance with IRS requirements.

- C. Insurance; Licenses and Permits. Contractor shall be solely responsible for obtaining, and any expense in obtaining, any medical, dental, life, liability and all other insurance for Contractor for the term of this Agreement. Contractor understands that it is not covered by the insurance policies of ANSR. Contractor shall be responsible for obtaining, at Contractor's sole expense, licenses and permits usual and necessary for performing the Project.
- D. Expenses. The Contractor is responsible for expenses and materials necessary to perform the Project other than those set forth in Exhibit A, Contractor has the right to use its employees or agents to perform the Project as needed and is solely responsible for all costs associated with these individuals.
- E. Control: Contractor has the sole discretion to determine how, when, and where to perform the services required to achieve the results specified in Exhibit A.
- F. Non-exclusive. Contractor has the right to perform services for other clients during the term of this Agreement.
- G. Assignment. Neither party may assign this Agreement (in whole or in part) without the prior written consent of the other.

## **SECTION 5: TERMINATION.**

- A. Either party may terminate this Agreement by giving no less than thirty (30) days written notice of the intent to terminate to the other party. During the 30-day period after such notice is sent, the parties shall continue to act toward each other in good faith.
- B. Either party may terminate this Agreement with reasonable cause, effective immediately upon the giving of written notice of the termination. The grounds for reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability for personal injury, property damage, or any business reason.
- C. ANSR may immediately terminate this Agreement if it does not obtain funding from the funding source; or if funding cannot be continued at a level sufficient to allow for the payment for the services covered in this Agreement. Termination must be by written or

electronic notice to the Contractor. ANSR is not obligated to pay for any work performed after notice and effective date of the termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed until the date of termination to the extent that funds are available by ANSR. ANSR will not be assessed any penalty if this agreement is terminated because of the decision of the funding source, not to appropriate funds. ANSR must provide Contractor notice of the lack of funding within a reasonable time of ANSR receiving notice of the same.

D. Effects of Termination:

- a. In the event of termination, ANSR will pay the Contractor for all service actually, timely, and faithfully rendered up to the date of termination.
- b. Upon termination of this Agreement, the Contractor shall promptly return all proprietary or confidential materials and all other documents relating to the Services to ANSR.

E. In the event that key project staff leaves the project, ANSR may, in ANSR's sole discretion, reduce compensation amounts or terminate this Agreement. In the event compensation amounts are reduced, the scope of the project will be reduced as agreed to by the parties or, if the parties cannot agree, this Agreement shall terminate.

**SECTION 6: AMENDMENT OR CHANGES TO THE AGREEMENT.**

- A. ANSR or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of the Project. Such changes and methods 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 authorized representatives of the parties.

**SECTION 7: CONFLICT OF INTEREST.**

- A. Contractor represents and warrants that its directors and officers (or Contractor's equivalent thereof), staff, and those working with or on the Project are not, nor during the term of this Agreement will be, a Family Member or Relative of any member of the staff or Board of Directors of ANSR. The terms "Family Member" and Relative" are as defined in ANSR's Conflict of Interest Policy, as may be amended from time to time, and include an individual's spouse or domestic partner, parent, stepparent, child, stepchild, spouse or domestic partner of such individual's child or stepchild, sibling, aunt, or uncle.

B. In the event a Family Member or Relative of ANSR board or staff member is, or becomes affiliated with Contractor during the term of this Agreement, Contractor must certify in writing to ANSR that such Family Member or Relative does not have a position in which he or she would solicit, supervise, manage, administer or have a financial interest in the ANSR Project that Contractor is performing hereunder for the term of this Agreement. This certification must be made within 30 days of disclosure or knowledge of the relationship. If the status of the Family Member or Relative changes, the Contractor must promptly update the certification.

### **SECTION 8: INTELLECTUAL PROPERTY.**

Contractor shall make the Project results and accomplishments of its activities available to ANSR, and ANSR may in its sole discretion share any Project results with any person.

Notwithstanding the foregoing, ANSR recognizes that the Project may result in Contractor creating certain Patentable Inventions. Contractor, within 12 months after the end of the Project Period, shall publicize or otherwise exploit all Patentable Inventions through publication of journal articles or other publications relating to the Patentable Inventions, by making the Patentable Inventions available through research products or resources, or by using the Patentable Inventions.

Contractor hereby grants to ANSR a perpetual, world-wide, transferable, nonexclusive right to reproduce, distribute, publicly display, make derivative works of, and otherwise use and exploit the Patentable Inventions or any other works of authorship created by Contractor within or in relation to the Project.

### **SECTION 9: EQUIPMENT.**

If the Contractor purchases any equipment, apparatus, software, tools, or any other tangible property (collectively, the "Equipment") using funds received from the Contract, such Equipment shall belong to the Contractor. If the Contract is terminated prior to the end of the Project Period, Contractor shall promptly return all Equipment to ANSR at Contractor's cost and shall transfer any and all manufacturer's warranties and licenses (e.g. software related) for the Equipment to ANSR.

### **SECTION 10: TOBACCO-FREE FUNDING.**

Contractor warrants that it has no present or anticipated relationships with tobacco companies, their parents or subsidiaries, or currently work for, nor in the past 12 months, have worked for any company with significant revenue (15% or more) from tobacco-related products. For the purposes of this Section, tobacco is defined as commercially manufactured products containing tobacco, and does not include the traditional; cultural; spiritual; and ceremonial sacred tobacco use by American Indians and other cultures.

#### **SECTION 11: FORCE MAJEURE.**

Neither party will be liable for the non-performance of its obligations under this Agreement for a maximum period of sixty (60) days if such non-performance is caused by acts of civil or military authority, civil disturbance, war, terrorism, explosions, fires, earthquakes, floods or other acts of God ("Force Majeure Event"). The party so affected shall give notice to the other party and shall do everything reasonably possible to resume performance. If the period of non-performance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may terminate the Agreement and/or any applicable Schedule(s) upon written notice.

#### **SECTION 12: GENERAL.**

- A. Severability. If any part of this Agreement is held to be unenforceable, the rest of this Agreement shall remain in full force and effect.
- B. Governing Law and Venue. This Agreement will be governed by and construed according to the laws of the State of Minnesota, excluding Minnesota's choice of law principles. The Minnesota federal courts and/or the state courts located in Ramsey County, Minnesota, United States, shall have exclusive personal and subject matter jurisdiction over, and the parties shall each submit to the venue of such courts with respect to any dispute pursuant to this Agreement, and all objections to such jurisdiction are hereby waived.
- C. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given, when received, if delivered by hand or electronically, or three (3) working days after deposited, if placed in the U.S. mail for delivery by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the addresses provided in the introductory paragraph on page one of this Agreement. Any such notice shall not be effective, if mailed, until three (3) working days after depositing in the U.S. mail or when actually received, whichever occurs first.

- D. ANSR Authorized Representative. ANSR authorized representative responsible for administering this Agreement is President Jeanne Weigum, or her designee (“ANSR Authorized Representative”).
- E. Contractor’s Responsible Representative. Contractor’s representative who is responsible for Contractor’s performance of the Project is Ricardo X. Cervantes or their designee (“Contractor’s Responsible Representative”).

### **SECTION 13 : ELECTRONIC SIGNATURES.**

- A. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.
- B. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including, without limitation, a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature.
- C. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

### **SECTION 14: REPRESENTATIONS AND WARRANTIES.**

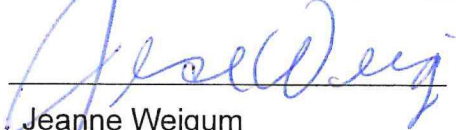
- A. Representations and Warranties. Each party to this Agreement represents and warrants to the other party that:
  - 1. It has the full right and authority to enter into and perform in accordance with the provisions of this Agreement;
  - 2. It shall perform the Project in accordance with all applicable laws, the highest standard of its profession and the other party’s instructions; and
  - 3. All of its personnel are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to such party, by contract or otherwise, sufficient to enable such party to fully comply with all provisions of this Agreement.

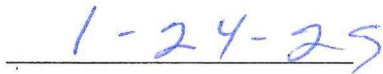
**SECTION 15: ENTIRE AGREEMENT.**

It is understood and agreed that this entire Agreement, with any executed amendments, constitutes the entire Agreement between the parties with regard to the matters set forth and there are no other promises, either express or implied.

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

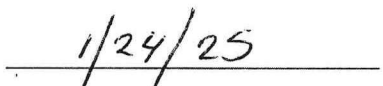
**For Association for Nonsmokers - Minnesota**

  
\_\_\_\_\_  
Jeanne Weigum  
President

  
\_\_\_\_\_  
Date

**For Contractor**

  
\_\_\_\_\_  
Angie Wise  
Director, Department of Safety and Inspections

  
\_\_\_\_\_  
Date