

# Appendix D. Sample Host Site Agreement

*The actual agreement is subject to change based on updated CNCS/AmeriCorps policies for the 2017-2018 program year.*

## I. Purpose

This Agreement is between the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency (MPCA), 520 Lafayette Road North, St Paul, MN 55155, using the Minnesota GreenCorps Program, herein after referred to as "State" or "MPCA," and <Insert host site name and address>, herein after referred to as the "Host Site." The Agreement delineates the terms, conditions, and rules of participation in the Minnesota GreenCorps Program for the 2014-2015 program year.

## II. Term of Agreement

Effective date: <Insert effective date> or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

Expiration date: <Insert ending date>, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

## III. Authorized Representatives

The MPCA's Authorized Representative is Karen Solas, Minnesota GreenCorps Program Coordinator, 520 Lafayette Road North, St Paul, MN 55155, 651-757-2676, [karen.solas@state.mn.us](mailto:karen.solas@state.mn.us) or her successor.

The Host Site's Authorized Representative is <Name, title, address, telephone number, email>, or his/her successor. If the Host Site's Authorized Representative changes at any time during this Agreement, the Host Site must immediately notify the MPCA.

The Host Site supervisor(s) is/are: <Name, title, address, telephone number, email>, or successor.

If the supervisor(s) changes at any time during this Agreement, the Host Site must immediately notify the MPCA.

## IV. Member Position Description

The Host Site, along with listed partners, will provide direction, supervision, and resources for the following Minnesota GreenCorps member (Member) position (s) <Insert position description(s)>.

## V. Responsibilities of the MPCA

The MPCA, acting through the Minnesota GreenCorps Program Coordinator, supporting staff, and management, is responsible for providing oversight to the Minnesota GreenCorps Program on a statewide level, including member management, site management, and compliance with all AmeriCorps regulations.

### A. Member Selection Process

1. Interviewing: The MPCA will accept and screen all applications for Member positions. The MPCA will sort and review applications, and select candidates for interviews.
2. Selecting: The MPCA will make selection decisions. The MPCA has the responsibility and authority to extend an offer for a position to an applicant, and will make the final selection decisions.
3. Background checks: The MPCA will conduct background checks on applicants prior to their official acceptance into the Minnesota GreenCorps Program. The check will include a 1) national sex offender database search, 2) state criminal database search, and 3) Federal Bureau of Investigation (FBI) fingerprint based check. Member participation in the Minnesota GreenCorps Program is contingent upon passing these relevant background checks.

### B. Member Management

1. Member training: The MPCA is responsible for coordinating the logistics and scheduling the member trainings that occur throughout the year. This includes a pre-service orientation, and four quarterly training events. The MPCA will reimburse mileage for Members to attend Minnesota GreenCorps required training.
2. Oversight: While the Host Site will provide day-to-day supervision, the MPCA will communicate regularly with the Host Site supervisor to ensure that the tasks and activities of the member project align with the position description and goals of the Minnesota GreenCorps Program and the MPCA.

3. Mentors: The MPCA will provide each Member with an MPCA (or other state agency or University of Minnesota, as applicable) mentor that will provide technical assistance and support throughout the program year.
  4. Member site visits: The MPCA will conduct up to two site visits during the year with each Member. Site visits will be scheduled by the MPCA.
  5. Monitoring program requirements: The Minnesota GreenCorps Program Coordinator will track and monitor each Member's progress in completing program requirements. This includes monitoring Members' service hours to ensure the Member will fill the minimum hour requirement by the end of the program year.
  6. Member personnel file: The MPCA will maintain a personnel file for each Member.
  7. Member benefits: The MPCA is responsible for administering/overseeing member benefits (as applicable) including: living allowance, health insurance and workers' compensation. The MPCA will provide assistance to qualifying Members in receiving federal student loan forbearance, child care reimbursement, and education awards from the corresponding government entities that provide such benefits.
  8. Reasonable accommodation: A reasonable accommodation is any modification or adjustment to a job, practice, or work environment that makes it possible for an individual with a physical or mental disability to perform the essential functions of a job. The MPCA must provide such accommodations, upon request by members with disabilities, unless doing so imposes undue financial or administrative burden to the program.
  9. Member discipline: The MPCA will work closely with the Host Site supervisor regarding setting expectations and, if necessary, administering discipline for performance-related issues, including but not limited to: tardiness, failure to meet deadlines, failure to complete service position duties, etc.
  10. Grievance procedures: The MPCA will ensure that employee work problems are appropriately resolved; when necessary, the MPCA will ensure that Grievance Procedures are administered as prescribed in the Member Service Agreement.
  11. Member re-assignment: In the event that a Host Site environment becomes unsuitable for a Member to continue their service work, the MPCA reserves the right to terminate the site partnership and move the Member to another site, should an opportunity exist.
  12. Member position refilling: If a Member leaves the program for cause or compelling personal circumstances, and by no fault of the Host Site, the MPCA may work with the Host Site to refill the member slot. If this occurs within 30 days of the program start date, the position can be re-filled as a full time position. If this occurs after 30 days, and the exiting Member has completed less than 30% of their service hours, the MPCA may consider re-filling the position with a reduced-hours position. If a Member exits for cause or compelling personal circumstances with more than 30% of their hours completed, the MPCA is unable to refill that member position at the site.
- C. Member Suspension and Release from Service
1. Only the MPCA's designated staff has the authority to suspend or release a Member either for cause or for compelling personal circumstances. Host Site supervisors must actively work with the MPCA to address performance issues before suspension or release from service is considered.
- D. Host Site Management
1. Supervisor background checks: Per the Corporation for National and Community Service (CNCS) requirements, the MPCA will conduct a background check on all Host Site supervisors whose time will be used as a match to the program. This includes: 1) a national sex offender database search and 2) a state criminal database search. If the Host Site supervisors have recurring access to vulnerable populations (i.e., children, elderly, persons with a disability), the MPCA will also conduct a FBI fingerprint-based background check. Host Site participation in the Minnesota GreenCorps Program is contingent upon Host Site supervisors passing these relevant background checks. If the Host Site has such records that meet CNCS standards available on the designated supervisor(s), they may provide them to the MPCA instead.
  2. Site visits: The Minnesota GreenCorps Program Coordinator will conduct up to two site visits with each Host Site. The site visit will review progress in relation to the expectations laid out in the Host Site Agreement, recognize success, and provide assistance in problem solving. The MPCA will also check in periodically, via telephone, with Host Site supervisors throughout the program year.
  3. Monitor and approve in-kind: Minnesota GreenCorps Program staff will monitor in-kind reports submitted by the Host Site supervisor, and will approve in-kind reports once proper documentation is received.

## VI. Host Site Responsibilities

The Host Site, acting primarily through the Host Site supervisor, is responsible for the following as a Minnesota GreenCorps participant:

- A. Time commitment: Provide day-to-day professional supervision of the Member(s), equating to at least 0.08 full time employee (FTE) for one Member (3.2 hours per week), and at least 0.16 FTE for two Members (6.4 hours per week). The MPCA will provide general oversight and communicate regularly with

the Host Site and Host Site supervisor to ensure that the tasks and activities of the member project align with the position description and goals of the Minnesota GreenCorps Program and the MPCA.

- B. Attend supervisor training: Participate in a Host Site Supervisor Orientation at the start of the program year to learn roles and responsibilities. Also attend a portion of the Member Orientation following the Host Site Supervisor Orientation. If a Host Site is unable to attend the supervisor training, they must let the MPCA know in writing and work with the MPCA to receive proper training.
- C. Provide daily supervision and support: Provide daily supervision and support to the Member. Create an environment that will allow the Member to feel valued and part of the team (i.e., invite the Member to Host Site trainings, introduce the Member to staff). Set a daily schedule with the Member to ensure a full-time Member is serving approximately 40 hours per week, and then hold the Member accountable to this set schedule. Provide an on-site orientation for the Member. This will include a tour of the building(s), explanation of Host Site policies (including dress code and confidentiality), rules of conduct, and Host Site expectations. Support Members as necessary in their required activities with ongoing training and/or volunteer management.
- D. Provide appropriate safety training, including right-to-know and emergency procedures.
- E. Member work plan: Prepare a specific work plan for the Member based on the position description contained in this Agreement and proposed activities in the application submitted by the Host Site, which will be approved by the MPCA prior to the start of the program.
- F. Approve timesheets: Verify the Member's service hours by approving his or her timesheet online once every two weeks through the OnCorps Reports online system.
- G. Participate in site visits: Participate in site visits facilitated by Minnesota GreenCorps Program staff. The purpose of the visits will be to review progress in relation to the expectations laid out in the Host Site Agreement, celebrate success and provide assistance in problem solving.
- H. Maintain open lines of communication: Maintain open lines of communication with the Member, Minnesota GreenCorps Program staff, and the MPCA's professional staff in relation to the Member's role and performance. Ensure that Members complete their service position duties.
- I. Member performance management: Ensure that Members comply with the terms and policies of the Minnesota GreenCorps Program and the member code of conduct, as detailed in the Member Service Agreement.
- J. Discipline (if necessary): Resolve work problems of Members as related to performance, including but not limited to: tardiness, failure to meet deadlines, failure to complete service position duties, etc. Take disciplinary actions including oral and written reprimands. The Host Site supervisor should work closely with the Minnesota GreenCorps Program Coordinator and the MPCA's Human Resource staff on disciplinary action that rises to the level of a written reprimand. Only the MPCA's designated staff has the authority to suspend or release a Member from service for disciplinary reasons.
- K. Complete performance evaluation: Complete a mid-year and end-of-year member performance evaluation.
- L. Grievance procedures: Discuss work problems with Members, engage in informal problem solving, and (if required) support the Grievance Procedures included in the Member Service Agreement.
- M. Member recognition: AmeriCorps members are **not employees** of Minnesota GreenCorps, the State, their host site, or of the federal government. The definition of "participant" in the National and Community Service Act of 1990 as amended applies to AmeriCorps members. As such, "a participant (Member) shall not be considered to be an employee of the Program in which the participant (Member) is enrolled" (42 U.S.C. 12511(17) (B)). Language referring to the AmeriCorps program should not be "employee related" (i.e., "Job description" should be a "position description", "stipend" should be referred to as a "living allowance" not a "wage" or "salary," and the Member does not "work," but "serves" at a site).
- N. Workspace, computer access, supplies, materials: Reasonable workspace for Members to complete the tasks of their project. This includes a desk, phone, computer, access to office supplies, access to a copy machine, and materials needed for Member projects (displays, fact sheets, manuals, etc.). Members must have regular access to the internet for Minnesota GreenCorps-related purposes (i.e., completing timesheets, using the Minnesota GreenCorps website, checking email) as well to complete the tasks of their project. It is recommended the Host Site provide a Host Site email address for the Member, if possible.
- O. On-site training: Invite the Members to participate in relevant on-site training and/or staff meetings. Members may record this time toward their service hours.
- P. Reporting and measurable outcomes: Oversee the Member's submission of quarterly updates to the MPCA on project progress on forms and a timeline determined by the MPCA, and a final report that includes lessons learned and project measures for success. The MPCA will work with the Member and Host Site to refine project measures throughout the term of service. Additional measures/outcomes may be developed.
- Q. Work environment: Maintain a work environment for the Member that is welcoming, respectful, free of harassment and discrimination, and safe.

- R. Site identification: Host Site will post a sign provided by MPCA that identifies the organization as a Minnesota GreenCorps and AmeriCorps site.
- S. Name badge: Provide the Member with a name badge, if required, according to the personnel policies of the Host Site.
- T. Reasonable accommodation: Members with mental or physical disabilities have the right to request reasonable accommodations through their host site. The host site should work closely with the Minnesota GreenCorps Program Coordinator and the MPCA's Human Resource Office to support and respond to such requests.
- U. Submit in-kind documentation: Submit in-kind reports and hours, provide hard copy documentation, as directed in Section X.

## VII. Prohibited Activities for AmeriCorps Members

The Host Site understands that when accumulating service or training hours at the Host Site, or otherwise performing project-related activities supported by the AmeriCorps program or the CNCS, Members may not engage in the following activities:\*\*

- A. Attempting to influence legislation.
- B. Organizing or engaging in protests, petitions, boycotts, or strikes.
- C. Assisting, promoting or deterring union organizing.
- D. Impairing existing agreements for services or collective bargaining agreements.
- E. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, platforms, political candidates, proposed legislation, or elected officials.
- G. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
- H. Providing a direct benefit to: a for-profit business entity, a labor union, a partisan political organization, a non-profit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 or an organization engaged in the religious activities described above.
- I. Engaging in voter registration drives.
- J. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment; or write a grant application to the Corporation or any other federal agency.
- K. Per § 2520.40 AmeriCorps members may:
  - 1. Raise resources directly in support of a program's service activities.
  - 2. Perform fundraising activities including; but not limited to, the following:
    - a. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read.
    - b. Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
    - c. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.
    - d. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization.
    - e. Seeking donations from alumni of the program for specific service projects being performed by current members.
- L. An AmeriCorps member may spend no more than 10% of his or her originally agreed-upon term of service, as reflected in the member enrollment.
- M. Clerical work and research activities other than those listed above unless such activities are incidental to the Member's direct service activities.
- N. Providing abortion services or referrals for receipt of such services.
- O. Such other activities as the CNCS may prohibit.

- P. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purposes of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

*Nonduplication.* Per § 2540.100, Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of the non-displacement clause (below) are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

*Nondisplacement.* Per § 2540.100, an employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.

## VIII. Non-displacement Policy

- A. Prohibition on displacing an employee, a position or volunteer. The use of a Member may not displace an employee, position or volunteer at the Host Site including partial displacement such as reduction in hours, wages or employment benefits.
- B. Prohibition on promotional infringement. Creation of a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual is prohibited.
- C. Prohibition on displacing employee services, duties or activities. A Member may not perform any services or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.
- D. Prohibition on supplanting, hiring or infringing on recall rights. A Member may not perform any services or duties, or engage in activities, that:
1. Will supplant the hiring of employed workers.
  2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- E. Other Prohibitions. A Member may not perform services or duties that have been performed by or were assigned to any:
1. Currently employed worker.
  2. Employee who recently resigned or was discharged.
  3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
  4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick).
  5. Employee who is on strike or is being locked out.

## IX. Harassment and Non-discrimination Policy

The Minnesota GreenCorps program prohibits discrimination based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership, or activity in a local human rights commission, disability, sexual orientation, age, political affiliation, and, in most cases, religion.

Harassment based on the protected class status listed in the paragraph above is also prohibited, including both overt acts of harassment and those acts that create a negative work environment.

Discriminatory harassment is any behavior based on protected class status that is unwelcome and personally offensive and, thereby, may affect morale and interfere with the Member's ability to perform. For example, harassment based on national origin has been defined by the U.S. Equal Employment Opportunity Commission as "Ethnic slurs and other verbal or physical conduct relating to an individual's national origin."

Sexual harassment has also been specifically defined by the Minnesota Human Rights Act, which states in regard to employment, that:

*"Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when: (1) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment; (2) submission to or rejection of that conduct or*

*communication by an individual is used as a factor in decision affecting that individual's employment; or (3) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, and in the case of employment, the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.*

*Discriminatory harassment may occur: 1) among peers or coworkers, 2) between managers and subordinates, or 3) between Members and the public.*

### **Non-discrimination (In accordance with Minn. Stat. § 181.59)**

The Host Site will comply with the provisions of Minn. Stat. § 181.59 which require:

*"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Host Site agrees:*

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*
- (3) that a violation of this section is a misdemeanor; and*
- (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

### **Complaint procedures**

Members have the right to report a concern or complaint about discrimination or discriminatory harassment to their Host Site supervisor, the MPCA's Minnesota GreenCorps Program Coordinator, the MPCA Community and Business Assistance Development Manager, or to the MPCA Human Resources Department. In fulfilling the obligation to maintain a positive and productive work environment, Host Site supervisors, the MPCA's Minnesota GreenCorps staff, and the MPCA Human Resources Department are expected to address or report any suspected discrimination or discriminatory harassment.

The following is the contact information for the MPCA Human Resources Office:

Minnesota Pollution Control Agency Human Resources Office  
520 Lafayette Road North  
Saint Paul, MN 55155  
651-757-2410 (voice), 651-282-5332 (TTY)  
651-296-5341 (fax); [katherine.hanson@state.mn.us](mailto:katherine.hanson@state.mn.us) (email)

Members also have a right to contact other local, state, and federal government agencies, including:

Office of Civil Rights and Inclusiveness  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, D.C. 20525  
202-606-7503 (voice); 202 565-2799 (TTY)  
202-565-3465 (fax); [eo@cns.gov](mailto:eo@cns.gov) (email)

### **Retaliation**

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, Members may bring a complaint to the attention of CNCS.

## X. In-Kind Contributions

In-kind contributions are expenses that are incurred by the Host Site or Host Site partners as a result of participating in the Minnesota GreenCorps Program and hosting an AmeriCorps Member. In-kind contributions may include any time, resources, or services that are donated to the MPCA by the Host Site over the course of the Member's project. In-kind contributions reported by Host Sites cannot be provided from a federal source of funds, unless the funding federal agency has granted permission for the use of said funds as match. The Host Site must notify MPCA if any federal funds are to be used as a match, and must have approval from the funding federal agency.

The Host Site is responsible for in-kind contributions estimated at approximately \$5,500 for each Member hosted. The MPCA estimated in-kind costs for the following categories as part of the ServeMinnesota budget, and reports this information monthly. Required in-kind contribution (indicated in the Host Site application guidance) is identified for the following categories:

Category	Estimated amount/Member
Day-to-day supervision (at least 0.08 FTE, 3.2 hours per week)	\$4,000 <sup>1</sup>
Operating costs (computer, office space, internet access, telephone access, fax)	\$1,500
<b>Total</b>	<b>\$5,500</b>

The Host Site must report in-kind contributions monthly, on an in-kind report and timetable provided by the MPCA. The in-kind report will ask for the value of the contribution, how the expense was calculated, and certification from the Host Site. Additional documentation (e.g., receipts, invoices, payroll verification, etc.) can either be provided with in-kind reports, or the Host Site must agree to keep any supporting documentation on file at their organization that can verify their in-kind contributions. The Host Site must maintain all in-kind documentation in their files for seven (7) years. The MPCA may request additional documentation or verification of costs in the event of a fiscal review or audit during or after the program year.

Host Site supervisors must also submit timesheets monthly in OnCorps Reports to account for supervisor hours. Host Sites must submit a letter from their Human Resources or administrative staff that verifies the hourly salary of a supervisor.

Acceptable forms of supporting documentation include:

Expense	Acceptable documentation
Salary / time	Letter from Human Resources stating hourly salary and employment timesheets
Office space	Official letter from accounting office documenting how the calculation for space was determined; actual leasing or rent bills
Internet, telephone, fax	Official letter from accounting office documenting how calculation for ongoing internet, telephone, fax access was determined; monthly receipts
Computer	Receipt or invoice; fair market estimated value with calculation of value

In-kind contributions (including operating costs and supervision hours) must be reported, along with appropriate documentation, by the 5<sup>th</sup> of each month. If the 5<sup>th</sup> occurs on a weekend, the report and documentation is due the Friday before. The Host Site must notify the MPCA in writing if the in-kind report form and/or documentation cannot be reported by the 5<sup>th</sup> of each month. The first monthly in-kind report, along with supervisory hours, is due by November 5, 2014. Detailed instructions for submitting in-kind contributions will be covered during Host Site Supervisor Orientation and included in the Host Site manual.

Host Sites who donate in-kind contributions beyond what is listed above (e.g., mileage, use of an organizational vehicle) should still report such contributions. However, the Host Site is not required to provide documentation to the MPCA for these additional in-kind expenses.

If the Host Site is obtaining in-kind contribution from a partner, the partner should be identified in the OnCorps reporting, and the Host Site is responsible for obtaining acceptable documentation of the in-kind contribution and submitting it to the MPCA. The Host Site is also responsible for verifying that partner contributions do not come from a federal funding source, without prior approval.

## XI. Host Site Partners

Any additional partners that will either be providing supervision or in-kind contribution to the Minnesota GreenCorps Program are listed below. In-kind contribution may include, but is not limited to, supervision, office space, and supplies.

<Insert host site partners (where applicable)>

<sup>1</sup> Based on an annual salary of \$50,000.

## **XII. Recital**

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of agreeing upon rules of participation, roles, and responsibilities for Host Sites.
3. The Host Site represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

## **XIII. Survival of terms**

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State audits; Government data practices; Governing law, jurisdiction, and venue; and Data disclosure.

### **Indemnification**

In the performance of this Contract by Host Site, or Host Site's agents or employees, the Host Site must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Host Site's:

- 1) Intentional, willful, or negligent acts or omissions.
- 2) Actions that give rise to strict liability.
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Host Site may have for the State's failure to fulfill its obligation under this Contract.

### **State audits**

Under Minn. Stat. § 16C.05, subd. 5, the Host Site's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

### **Government data practices**

Government data practices. The Host Site and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Host Site under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the Host Site or the State.

If the Host Site receives a request to release the data referred to in this clause, the Host Site must immediately notify and consult with the State's Authorized Representative as to how the Host Site should respond to the request. The Host Site's response to the request shall comply with applicable law.

### **Governing law, jurisdiction, and venue**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### **Data disclosure**

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Host Site consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Host Site to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities

## **XIV. Certification**

- This Agreement serves as a binding contract between the Host Site and the MPCA for the 2014-2015 program year. The terms of this Agreement will end on <Insert ending date>. The MPCA may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Host Site. Amendments to this Agreement may be made only with the consent of both parties and shall be done in writing.
- If a Member exits the Minnesota GreenCorps Program early either for cause or compelling personal circumstances, or is relocated to a different Host Site, this agreement will automatically end on the last day of the Member's service at this Host Site.



- Failure to adhere to policies or to fulfill responsibilities outlined in this Agreement will become part of the selection criteria in the event of a re-application process for future year programs.
- **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from ServeMinnesota or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered here. Termination must be by written or fax notice to the Host Site. The State is not obligated to pay for any work performed after notice and effective date of termination. However, the Host Site will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State 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. The State must provide the Host Site notice of the lack of funding within a reasonable time of the State's receiving that notice.
- By signing this Agreement, I acknowledge that I have read, understand and agree to all terms and conditions of this Agreement.

## 1. Host Site

The Host Site certifies that the appropriate persons have executed the Agreement on behalf of the Host Site as required by applicable articles, bylaws, resolutions, or ordinances.

### Host Site Authorized Representative

Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### Host Site Supervisor <Insert position title>

Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## 2. Minnesota Pollution Control Agency (with delegated authority)

Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_