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## 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 2024-2025 program year.

## II. Term of agreement

Effective date: September 16, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

Expiration date: August 12, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

## III. Authorized representatives

The MPCA's Authorized Representative is Candice McElroy, Minnesota GreenCorps Program Coordinator, 520 Lafayette Road North, St Paul, MN 55155, 651-757-2610, [candice.mcelroy@state.mn.us](mailto:candice.mcelroy@state.mn.us) or her successor.

The host site's Authorized Representative is <Name, title, address, telephone number, email>, or their 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 is: <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 title>. The MPCA is responsible for candidate selection, ensuring that selected members meet the eligibility requirements and qualifications outlined below.

<Insert position description>

### Qualifications

#### Minimum qualifications

- Must be a minimum of 18 years or older.
- Must be a U.S. Citizen, U.S. National, or a lawful permanent resident of the U.S.
- Must be eligible to serve an AmeriCorps service term and make the commitment to complete the 11-month (1700 hour) service term.
- Must have a two-year associate degree or completion of sophomore year in a four-year college program.
- Must have a demonstrated interest in the environment and service and community work.
- Must consent to, and pass, a driving record and criminal history check, including an FBI fingerprint check.

## Preferred qualifications

- Ability to build and maintain relationships.
- Ability to work well independently and on diverse teams.
- Ability to take initiative and effectively manage projects.
- Ability to research and organize information.
- Effective communication, presentation, and writing skills.
- Functional computer skills: word processing, spreadsheet, database management.

## Physical requirements

- Most positions are primarily based in an office setting and require sitting, standing, and operating a computer and telephone.
- Most positions require light to moderate lifting, bending, stooping, pulling, kneeling, carrying.
- Some (limited) positions require the use of hand tools and/or power tools (e.g., chainsaws). Personal protective equipment and safety training will be provided.
- Some (limited) positions require the ability to work outdoors in adverse weather conditions, such as wind, rain, and high or low temperatures on uneven terrain for up to 8 hours at a time.

While Minnesota GreenCorps members will be selected for placement based on their qualifications and commitment to service, members may not bring highly specialized skills to their position. Members participate in the Minnesota GreenCorps program to give back to their communities and gain valuable skills and experience in the environmental field. Host sites will need to invest time in on-the-job training.

## V. Responsibilities of the MPCA

The MPCA, acting through Minnesota GreenCorps program staff, 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 rules and regulations.

### A. Member selection

1. **Interview and selection:** The MPCA will accept and screen all applications for member positions. The MPCA reviews applications, selects candidates for interviews, and makes offers. The MPCA has the responsibility and authority to make the final selection decisions.
2. **Criminal history checks:** Per AmeriCorps requirements, the MPCA will conduct a criminal history check on selected member applicants. This includes a national sex offender database search, and a state and FBI fingerprint-based check. Member participation in the Minnesota GreenCorps program is contingent upon passing these criminal history checks. Some positions also require passing a driving record check, administered by the MPCA. The host site is responsible for conducting any additional checks that the host site may require.

### B. Member management

1. **Program requirements:** Minnesota GreenCorps program staff will track and monitor each member's progress in completing program requirements. This includes monitoring members' service hours to ensure the member will complete the minimum hour requirement by the end of the program term.
2. **Oversight:** While the host site will provide day-to-day supervision, Minnesota GreenCorps program staff will communicate regularly with the member to provide guidance and support and help ensure the tasks and activities of the project align with the position description and goals of the Minnesota GreenCorps program and the MPCA.
3. **Site visits:** The MPCA will schedule and conduct a minimum of one site visit during the year.
4. **Benefits:** The MPCA is responsible for administering and overseeing member benefits including living allowance, health insurance, and workers' compensation. Program staff will assist qualifying members in receiving federal student loan forbearance, childcare assistance, and the AmeriCorps education award.
5. **Training:** The MPCA is responsible for coordinating the logistics and scheduling member required orientation and quarterly trainings. The MPCA will reimburse qualified travel expenses for members to attend Minnesota GreenCorps required training.
6. **Mentorship:** The MPCA will work with host sites to provide each Minnesota GreenCorps member with a mentor that will provide technical assistance and support to the member throughout the program year.
7. **Performance management:** 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: lateness, difficulty meeting deadlines, failure to complete service position duties, etc.

8. **Grievance procedures:** The MPCA will ensure that service concerns are resolved appropriately, following the grievance procedures outlined in the Member Service Agreement.
9. **Release from service:** Only the MPCA's designated staff has the authority to suspend (and reinstate) and/or release a member for disciplinary or personal reasons or compelling personal circumstances. Host site supervisors must actively work with the MPCA to address performance issues before release from service is considered.
10. **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 on the program.
11. **Site partnership termination:** 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.
12. **Personnel file:** The MPCA will maintain a personnel file for each member.

### C. Host site selection

1. **Interviewing and selection:** The MPCA will accept and screen all applications for host site positions. The MPCA reviews applications and selects organizations for interviews. The MPCA has the responsibility and authority to extend an offer for a position to an organization and makes the final selection decisions.
2. **Criminal history checks:** Per AmeriCorps requirements, the MPCA will conduct a criminal history check on all host site supervisors. This includes a national sex offender database search, and a state and FBI fingerprint-based check. Host site participation in the Minnesota GreenCorps program is contingent upon passing these criminal history checks.

### D. Host site management

1. **Program requirements:** Minnesota GreenCorps program staff track and monitor each site's progress. This includes monitoring members' service hours and activity alignment with the pre-scoped position description.
2. **Oversight:** Program staff will communicate regularly with the host site supervisor to ensure the tasks and activities of the member project align with the position description and goals of the Minnesota GreenCorps program and the MPCA.
3. **Site visits:** Minnesota GreenCorps program staff will schedule and conduct at least one site visit with each host site. The site visit will review progress in relation to the expectations laid out in the Host Site Agreement, celebrate member success, and assist with problem solving.
4. **Monitor and approve in-kind:** Minnesota GreenCorps program staff will monitor in-kind reports submitted by the host site supervisor and 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:

### A. Member management

1. **Supervisor training:** Supervisors are required to participate in a one-day site supervisor orientation at the start of the program year to learn roles and responsibilities. If a host site supervisor is unable to attend the supervisor training, they must send another representative from the host site to receive proper training. Supervisors are expected to actively participate in webinars, topic area calls, site visits, and check-ins.
2. **Supervision:** Provide day-to-day professional supervision of the Minnesota GreenCorps member(s), equating to an average of four hours per week, per member. Set a daily schedule with the Minnesota GreenCorps member to ensure a full-time member is serving approximately 40 hours/week, and then hold the member accountable to this set schedule. Supervisors must work from the office at least two days a week; those days should be days that the member is serving in person.
3. **Communication:** Maintain open lines of communication with the Minnesota GreenCorps member, Minnesota GreenCorps program staff, and MPCA professional staff in relation to the member's role and performance.
4. **Member terminology:** Minnesota GreenCorps members are not "employees," "interns," or "volunteers" of the site.
5. **Member training:** Provide site orientation including a building tour, introductions to internal and external partners, explanation of site policies, rules of conduct, site expectations, safety procedures, etc. Invite the Minnesota GreenCorps member to participate in relevant on-site training and/or staff meetings. Help the member identify training opportunities relevant to their project and/or their career development. Minnesota GreenCorps host sites must contribute \$300 for member professional development (trainings, conference registration, networking events, or other opportunities). The professional development contribution is required as in-kind match; host sites must retain receipts as documentation.
6. **Time tracking and reporting:** Verify the member's service hours by approving their timesheet online once every two weeks through the OnCorps Reports online system. Member timesheets must be approved by supervisors on time for the member to receive his or her living allowance. At the same frequency, submit in-kind supervisor time

through the OnCorps Reports online system. Review and approve the member's progress reports in OnCorps, and a final report that includes lessons learned and project measures for success.

7. **Performance management:** Complete a mid-year and end-of-year member performance evaluation. Ensure that members comply with the terms of the Member Service Agreement. Host sites must be involved with resolving problems and may be involved in the grievance procedures. The host site supervisor must work closely with Minnesota GreenCorps program staff on disciplinary action. A site may not decide to terminate a member; only designated MPCA staff have the authority to suspend or release a Minnesota GreenCorps member from service for disciplinary reasons.
8. **Grievance procedures:** Discuss challenges with members, engage in informal problem solving, and (if required) support the Grievance Procedures included in the Member Service Agreement.

## B. Service site

1. **Work environment:** Maintain a work environment that is welcoming, respectful, free of harassment and discrimination, and safe.
2. **Workspace:** Provide a reasonable workspace at the host site for members to complete project tasks. This includes a desk, phone, computer, access to office supplies, access to a printer, copy machine, and internet, and materials needed for member projects. The host site is required to provide the members with a host site e-mail address.
3. **Teleservice:** If teleservice is allowable within the perimeters of the Teleservice Policy, provide members with necessary equipment to operate from a remote location. The member and supervisor must complete a Teleservice Authorization form for approval. It is the supervisor's responsibility to monitor both the member's plans, progress, and outputs while they are serving off-site.
4. **Travel:** If traveling is required for the member service activities, the host site must provide transportation for the member (access to fleet vehicles, mileage reimbursement, bus fare reimbursement, etc.).
5. **Safety:** Provide appropriate safety training including employee right-to-know and emergency procedures and provide personal protective equipment.
6. **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.
7. **Insurance:** If the member is using vehicles belonging to the host site organization to conduct business on behalf of the Minnesota GreenCorps program, then the host sites' vehicle insurance is primary. The host site organization directing the member activity is responsible for liability coverage, not the MPCA. Minnesota GreenCorps does not provide indemnification.

## VII. Prohibited service activities

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, members may not engage in prohibited service activities per CFR § 2520.65. AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purposes of engaging in one of the activities listed. Individuals may exercise their rights as private citizens and may participate in the activities listed on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

- 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: (1) a business organized for profit, (2) a labor union, (3) a partisan political organization, (4) a non-profit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative, and (5) an organization engaged in the religious activities, unless AmeriCorps assistance is not used to support those activities.
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive.
- J. Providing abortion services or referrals for receipt of such services.

- K. Census activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.
- L. Election and polling activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.
- M. Such other activities as AmeriCorps may prohibit.

### **Fundraising restrictions**

- A. AmeriCorps members may raise resources directly in support of program service activities.
- B. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
  1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read.
  2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
  3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.
  4. 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.
  5. Seeking donations from alumni of the program for specific service projects being performed by current members.
- C. AmeriCorps members may not:
  1. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment.
  2. Write a grant application to AmeriCorps or to any other federal agency.
- D. An AmeriCorps member may spend no more than 10% of their originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, per CFR § 2520.40.

### **Nonduplication/nondisplacement**

- A. Nonduplication: AmeriCorps 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 nondisplacement clause (below) are met, AmeriCorps 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, per CFR § 2540.100.
- B. Nondisplacement:
  1. 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 AmeriCorps assistance.
  2. An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
  3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
  4. A participant in a program receiving AmeriCorps assistance 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.
  5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that:
    - i. Will supplant the hiring of employed workers.
    - ii. Are services, duties, or activities with respect to which an individual has recall right pursuant to a collective bargaining agreement or applicable personnel procedures.
  6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any:
    - i. Presently employed worker.
    - ii. Employee who recently resigned or was discharged.
    - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
    - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick).
    - v. Employee who is on strike or who is being locked out.

## VIII. Harassment and non-discrimination policy

The MPCA and the Minnesota GreenCorps program do not discriminate with regard to race, color, creed, religion, national origin, sex, marital status, familial status, status with regard to public assistance, membership or activity in a local human rights commission, disability, age, sexual orientation, gender identity, gender expression, and genetic information.

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.*

### A. AmeriCorps program civil rights policy

AmeriCorps (the Corporation for National and Community Service adopted the operating name "AmeriCorps" as of September 29, 2020) has zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps is committed to treating all persons with dignity and respect. Our agency prohibits all forms of discrimination and harassment based on race, color, national origin, gender, age (40 and over), religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All programs administered by or receiving federal financial assistance from AmeriCorps must be free from all forms of discrimination and harassment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other legally-protected status when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Examples of harassing conduct include but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over, or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, or phone calls; distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment from anyone, including any AmeriCorps employee or supervisor; a project or site employee or supervisor; a non-employee (e.g., client); a co-worker; a national service participant. Any discrimination or harassment, when identified, will result in immediate corrective action, up to and including, removal or termination of any individual engaging in such misconduct.

All recipients receiving AmeriCorps financial or volunteer assistance, including individuals, organizations, programs, and/or projects are subject to this zero-tolerance policy. Recipients must take immediate corrective action to investigate and rectify any complaints of any discrimination or harassment. Any AmeriCorps awardee permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Harassment based on upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information, or military service is unacceptable in AmeriCorps' offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. I expect supervisors and managers of AmeriCorps programs and projects, when made aware of alleged discrimination or harassment by employees, national service participants, or any other individuals, to investigate and take prompt action to effectively address any discrimination or harassment. AmeriCorps prohibits any retaliatory action against a person who raises any discrimination or harassment concerns.

If you believe you have been discriminated against in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, contact the AmeriCorps Equal Opportunity Program (EOP). The EOP may be reached at (202) 606-7503 or [eo@cns.gov](mailto:eo@cns.gov).

The EOP manages national service participant civil rights and harassment concerns. You must contact the EOP within 45 calendar days of an occurrence of discrimination or harassing conduct. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If you choose to pursue another dispute resolution procedure, it does not suspend the 45-day time limit requirement to contact the EOP. Discrimination and harassment claims brought to the attention of the EOP outside 45 calendar days of an occurrence may not be accepted for investigation in a formal complaint of discrimination.

## B. 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 staff, 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:

Human Resources Office  
 Minnesota Pollution Control Agency  
 520 Lafayette Road North  
 Saint Paul, MN 55155  
 651-757-2587 (voice)  
[Kellie.McNamara@state.mn.us](mailto:Kellie.McNamara@state.mn.us) (email)

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

Office of Equal Opportunity  
 1201 New York Avenue, NW #7101  
 Washington, D.C. 20525  
 202-606-5000 x312 (voice); 202-565-2799 (TTY)  
[eo@cns.gov](mailto:eo@cns.gov) (email)

## C. 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 AmeriCorps.

## IX. In-kind contributions

The MPCA does not charge a fee for participation in the Minnesota GreenCorps program. Per AmeriCorps regulations, host sites cannot provide financial contributions to the member; supplementing the member stipend or other costs of living is prohibited. However, host sites are expected to provide in-kind contributions in the form of supervision, operating costs (office space, internet, telephone), and professional development costs. The expected contribution for hosting one member is \$4,800, broken down into the following categories:

Category	Estimated minimum contribution per member
Supervision (at least 4 hours per week)	\$4,000
Professional development (trainings, conference registration, networking events, or other opportunities)	\$300
Operating costs (internet, phone, computer, other office equipment)	\$500

Host sites will be required to verify all in-kind contributions, including how expenses were calculated. In-kind contributions cannot be provided from a federal source of funds unless permission has been provided from the granting federal agency. Host site supervisors are required to report their in-kind supervision hours in OnCorps Reports, the online system for Minnesota AmeriCorps programs. Host sites are expected to maintain any source documentation for seven years.

## **X. Recital**

- A. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
- B. The State is in need of agreeing upon rules of participation, roles, and responsibilities for host sites.
- C. 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.

## **XI. 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.

### **A. Indemnification**

In the performance of this Contract by the 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.

### **B. 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.

### **C. 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.

### **D. 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.

### **E. 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.



## XII. Certification

- This Agreement serves as a binding contract between the host site and the MPCA for the 2024-2025 program year. The terms of this Agreement will end on August 12, 2025. 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.

### 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: \_\_\_\_\_

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_