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| Minnesota Pollution Control Agency (MPCA), 520 Lafayette Road North, St. Paul, MN 55155-4194 | Grant Agreement  **State of Minnesota**  Doc Type: Contract/Grant Reference | | |
| SWIFT Contract number: | | | |  |
|  | | | AI: |  |
|  | | | Activity ID: |  |

# Coversheet with Signatures

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| --- | --- |
| Grantee Information | |
| **Name** (“Grantee”): |  |
| **Address:** |  |
| **City, State, Zip code:** |  |
| **Phone number:** |  |
| **Email:** |  |

|  |  |
| --- | --- |
| Minnesota Pollution Control Agency (“MPCA” or “State”) Authorized Representative | |
| **Name**: |  |
| **Address:** |  |
| **City, State, Zip code:** |  |
| **Phone number:** |  |
| **Email:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Grantee Signature | | | | |
| *Signature of official with authority to sign:* | | | | |
| Name (please print): | |  | | |
| ***I certify I have read the Grant agreement and will comply with all provisions including additional state, local, federal regulations and policies governing the funding that apply to my organization.*** | | | | |
| Signature: |  | | Date (mm/dd/yyyy): |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| MPCA Signature | | | | |
| Name (please print): | |  | | |
| Signature: |  | | Date (mm/dd/yyyy): |  |

# Grant agreement

## 1 Term of Grant Agreement

1.1 **Effective date: DATE,** or the date the State obtains all required signatures, whichever is later.

1.2 **Expiration date: DATE,** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this Grant agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

## Grantee’s Duties

Facility assessment consultants:

* Perform energy, water, and waste assessments using established Retiree Environmental Technical Assistance Program (RETAP) methods, databases, and analysis tools.
* Work collaboratively to complete facility assessment requests.
* Use a structured process for each assessment to review client facility operations and activities, analyze opportunities to minimize water use, reduce waste, improve energy efficiency and stormwater quality, and increase reuse and recycling.
* Compile specific recommendations, findings, and calculate expected environmental and cost savings for each assessment.
* Complete a written report and provide feedback to clients within six weeks of each assessment.
* Translate technical engineering concepts into a language clients will understand.
* Assist with follow-up with clients to track which recommendations were implemented.
* Participate in Minnesota RETAP trainings and meetings.
* Conduct other related technical projects as assigned.
* Assist with marketing and general promotion of the RETAP program.
* Track individual work hours to ensure RETAP funding is not exceeded and submit timely invoices.

Community sustainability assistance consultants:

* Work with local governments and communities in Minnesota to reduce carbon footprints and become more sustainable.
* Assist Minnesota GreenStep Cities & Tribal Nations community participants through the development of best practices, resources, and other tools to support communities across the state.
* Assist with Sustainable Building Policy initiatives, including but not limited to: reviewing project plans, conducting site visits as requested, and determining compliance/non-compliance with the local sustainable building policy.
* Research needed information independently.
* Compile written reports summarizing recommendations for reducing carbon emissions and increasing sustainability, as well as related cost and environmental savings.
* Make presentations to local government committees and boards on developed tools.
* Follow-up with clients to track their implementation of recommendations.
* Participate in Minnesota RETAP associated trainings and meetings.
* Conduct related technical projects as assigned.
* Assist with marketing and general promotion of the RETAP program.
* Track individual work hours to ensure RETAP funding is not exceeded and submit timely invoices.

Post assessment lead:

* Ensure follow-up with clients happens on a regular and timely basis.
* Conduct post assessment surveys for facility assessments conducted by RETAP consultants.
* Compile and maintain survey data and ensure dissemination with the RETAP team and MPCA RETAP Administrator.
* Participate in Minnesota RETAP trainings and meetings.
* Conduct other related technical projects as assigned.
* Work collaboratively with RETAP Assessment Coordinator as needed.
* Support MPCA RETAP Administrator with related RETAP tasks.
* Track individual work hours to ensure RETAP funding is not exceeded and submit timely invoices.

Assessment coordinator:

* Manage the workload of the RETAP consultants who conduct facility assessments (MPCA RETAP Administrator and GreenStep Cities and & Tribal Nations staff coordinate the consultants providing community sustainability assistance).
* Act as the primary point of contact with clients and partners.
* Work collaboratively with RETAP Post Assessment Lead as needed.
* Work under the direction of and closely with the MPCA RETAP Administrator.
* Support MPCA RETAP Administrator with related RETAP tasks.
* Track progress of assessments and oversee the creation of report delivered to client.
* Work with the MPCA RETAP Administrator to organize necessary trainings and meetings.
* Ensure quality and thoroughness of RETAP members’ work.
* Assist MPCA RETAP Administrator and staff in selecting new RETAP consultants.
* Track individual work hours to ensure RETAP funding is not exceeded and submit timely invoices.

## 3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

## 4 Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State’s satisfaction, as determined at the sole discretion of the MPCA’s Project Manager and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 5 Consideration and Payment

5.1 ***Consideration***. The State will pay for all services performed by the Grantee under this grant agreement as follows:

1. ***Compensation.*** The Grantee will be paid **$20.00** (for RETAP Facility Assessment Consultants, Community Sustainability Assistance Consultants, and Post Assessment Leads) or **$25.50** (for the Assessment Coordinator) per hour.
2. **Miscellaneous expenses**. The Grantee will be reimbursed for copies (not to exceed $0.20 per page when printed at home) and postage for documents related to RETAP activities as outlined in the Grantee’s Duties.
3. ***Travel Expenses*.** Reimbursement for pre-approved travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

5.2. ***Payment***

***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted using the form approved by the MPCA RETAP Administrator and submitted within one month of the work performed.

Invoices must be emailed to the MPCA RETAP Administrator for review and signature. The MPCA RETAP Administrator will submit the invoice to the Accounts Payable Unit.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant contract. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

## 6 Assignment Amendments, Waiver, and Grant agreement Complete

### 6.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

### 6.2 Amendments

Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

### 6.3 Waiver

If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State’s right to enforce it.

### 6.4 Grant Agreement Complete

This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## 7 Liability

7.1 In the event of claims that arise out of the information, assistance, and recommendations provided to the recipient of Grantee's evaluation and advice by the Grantee under this grant agreement, the Grantee's liability is that of an employee of the State, acting within the scope of employment, under the provisions of Minn. Stat. §3.736, subd. 9. However, the State is not obligated to defend or indemnify the Grantee to the extent of the Grantee's liability insurance. The Grantee's right to indemnity is not a waiver of limitations, defenses, and immunities available to either the Grantee or the State by law. (2005 Laws, chapter 1, article 2, section 134 (1st Spec. Sess.) (to be codified at Minn. Stat. § 115D.04, subd. 3(c)).

7.2 In the event of claims not covered by term 7.1, each party agrees that it shall be responsible for its own acts and omissions and shall not be responsible for the acts or omissions of the other party. Each party therefore agrees that it shall assume liability for itself or its employees for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its employees, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions by itself or through its employees. Nothing in this Clause 7.2 or in this grant agreement is intended to be construed as a waiver of the Tort Claims Act, Minn. Stat. § 3.736, or any law, legislative or judicial, limiting governmental liability.

7.3 Nothing in this Clause 7 shall be construed to bar legal remedies the Grantee or the State may have against the other for failure to fulfill their obligations pursuant to this grant agreement.

## 8 State Audits

Under [Minn. Stat. § 16B.98, subd. 8](https://www.revisor.mn.gov/statutes/?id=16B.98), the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction 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 grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 9 Government Data Practices and Intellectual Property

* 1. ***Government Data Practices***.

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](https://www.revisor.leg.state.mn.us/statutes/?id=13), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](https://www.revisor.leg.state.mn.us/statutes/?id=13.08) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee’s response to the request shall comply with applicable law.

9.2 ***Intellectual property rights***

1. ***Intellectual property rights.*** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee’s expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States’ Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.
2. ***Obligations*.**

(1) **Notification**. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.

(2) **Representation**. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

(3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee’s employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee’s use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State’s publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee’s copy of the Documents. A copy of any articles, materials or documents produced by the Grantee’s employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

## 10 Publicity and Endorsement

10.1 ***Publicity***

Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must use the MPCA logo and language provided by the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee’s website when practicable.

10.2 ***Endorsement***

The Grantee must not claim that the State endorses its products or services.

## 11 Governing Law, Jurisdiction, and Venue

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

***12 Termination***

12.1 ***Termination by the State.***

1. ***Without Cause.*** The State may immediately terminate this grant agreement without cause, upon 30-days’ written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
2. ***With Cause.*** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
   1. ***Termination by The Commissioner of Administration.***The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

12.3 ***Termination for Insufficient Funding****.* The State may immediately terminate this grant agreement if:

1. It does not obtain funding from the Minnesota Legislature.
2. Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 Grantee notice of the lack of funding within a reasonable time of the State’s receiving that notice.

***13 Data Disclosure***

Under [Minn. Stat. § 270C.65, subd. 3](https://www.revisor.leg.state.mn.us/statutes/?id=270C.65), and other applicable law, the Grantee 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 tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforce­ment of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. ***Reporting***

RETAP consultants are expected to:

* Provide a written report to clients summarizing findings.
* Follow-up with clients to track their implementation of recommendations and add the results to RETAP’s database.
* Track hours and submit invoices within one month of the work performed.
* Submit annual progress reports to the MPCA each year based on the effective date of the agreement