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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 2022-2023 program year.

II. Term of agreement

Effective date: September 15, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

Expiration date: August 15, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

III. Authorized representatives

The MPCA's Authorized Representative is Cristina Villella, Minnesota GreenCorps Program Coordinator, 520 Lafayette Road North, St Paul, MN 55155, 651-757-2580, cristina.villella@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 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>

Eligibility requirements

- Must be a minimum of 18 years or older.
- Must be a U.S. Citizen, U.S. National, or a lawful permanent resident alien of the U.S.
- Must be eligible to serve an AmeriCorps service term.
- Must consent to, and pass, a criminal history check.

Qualifications

Education

A two-year Associate's degree or completion of sophomore year in a four-year college program is required. A four-year Bachelor's degree with a major or significant course work related to environmental protection, energy conservation and efficiency, urban planning, ecology or biology, or another relevant aspect of the Minnesota GreenCorps program is preferred.

Work skills

- Effective communication, presentation, and writing skills.
- 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.
- Functional computer skills: word processing, spreadsheet, database management.

Interest/commitment

- Demonstrated interest in environmental topics, including energy and water conservation, active transportation, urban planning, local foods, recycling, environmental education, etc.
- Commitment to complete the 11 month (1,700 hour) AmeriCorps service term.

Physical requirements

- Most positions are primarily based in an office setting and require sitting, standing, and operating a computer and telephone.
- Some positions may require light to moderate lifting, bending, stooping, pulling, kneeling, carrying, and use of hand tools.
- Some positions may require the ability to work outdoors in adverse weather conditions, such as wind, rain, high or low temperatures on challenging 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, host sites must understand that Members are not necessarily bringing highly specialized skills to their position. The Members are participating in the Minnesota GreenCorps program in order to give back to their communities and gain valuable skills and experience in the environmental field. Host sites will often need to invest time in on-the-job training for the Members.

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. The Minnesota GreenCorps Program Coordinator is an employee of the MPCA.

A. Member selection process

1. **Interview:** The MPCA will accept and screen all applications for Member positions. The MPCA will sort and review applications, and select candidates for interviews.
2. **Selection:** 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. **Criminal history checks:** The MPCA will conduct required criminal history checks on applicants prior to their official start into the Minnesota GreenCorps Program. Member participation in the Minnesota GreenCorps Program is contingent upon passing all relevant criminal history 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. The MPCA will reimburse qualified travel expenses for Members to attend Minnesota GreenCorps-sponsored training. The member mileage reimbursement for these required training events is paid for entirely by the MN GreenCorps federally funded program budget through AmeriCorps. Member orientation(s) topics will include: AmeriCorps/Minnesota GreenCorps policies and procedures; OnCorps reports (the online reporting system for AmeriCorps programs); reporting requirements; training in topic areas; and safety, including right-to-know and emergency procedures.

2. **Oversight:** While the Host Site will provide day-to-day supervision, the MPCA will communicate regularly with the Host Site and 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. The MPCA will work with the Member and host site to refine project measures throughout the term of service. The MPCA is also responsible for data compilation and reporting to interested parties including ServeMinnesota, the Corporation for National and Community Service (CNCS), MPCA management, and other interested parties.
3. **Mentors:** The MPCA will provide each Minnesota GreenCorps Member with a 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. Site visits will be scheduled by the MPCA with the Minnesota GreenCorps Member and site supervisor.
5. **Monitoring program requirements:** The Minnesota GreenCorps Program Coordinators 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 program term.
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. The MPCA will also provide travel reimbursement for approved expenses.
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 Member work problems are appropriately resolved; when necessary, the MPCA will ensure that Grievance Procedures are administered as prescribed in the Member Service Agreement.
11. **Site 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.

C. Member suspension, release from service, and termination

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.
2. **Terminating:** Only MPCA's designated staff has the authority to suspend or release a Member from service for disciplinary reasons. Site supervisors must actively work with the MPCA to address performance issues before termination is considered.

D. Host Site management

1. **Training:** Host site orientation topics will include: AmeriCorps/Minnesota GreenCorps policies and procedures, OnCorps reports, and reporting requirements.
2. **Site visits:** The Minnesota GreenCorps Program Coordinators and/or other MPCA staff will conduct up to two site visits with each site. The site visits will review progress in relation to the expectations laid out in the Site Agreement, celebrate success, and provide assistance in problem solving.
3. **Monitor and approve in-kind:** The Minnesota GreenCorps Program Coordinator will monitor in-kind reports submitted to OnCorps by the Site Supervisor, and will approve in-kind reports once proper documentation is received.
4. **Criminal history checks:** The MPCA will conduct criminal history checks on host site supervisors prior to the start of the Minnesota GreenCorps Program. Site participation in the Minnesota GreenCorps Program is contingent upon passing all criminal history checks.

VI. Host Site responsibilities

The Host Site, acting primarily through the Host Site supervisor, is responsible for the following:

A. Member support and management

1. **Member recognition:** Minnesota GreenCorps members are not “employees” or “volunteers” of the host site.
2. **Supervision:** Provide day-to-day professional supervision of the Minnesota GreenCorps member(s), equating to at least **3.2 hours per week (0.08 full time employee [FTE])**, 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.
3. Provide appropriate safety training and personal protective equipment PPE, including right-to-know and emergency procedures.
4. Workspace, computer access, supplies, materials. Provide reasonable workspace for Members to complete the tasks of their project. This includes a desk, phone, computer, access to office supplies, access to a printer, copy machine, materials needed for Minnesota GreenCorps 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 as to complete the tasks of their project. It is recommended the host site provide a host site email address to the Minnesota GreenCorps member if possible. Host sites must provide Members with necessary equipment to complete the tasks of their project from a remote location if teleservice is required.
5. **On-site training:** Invite the Minnesota GreenCorps member to participate in relevant on-site training and/or staff meetings. Minnesota GreenCorps members may record this time toward their service hours.
6. **Member professional development:** Host sites are encouraged to provide at least \$150 towards Member professional development, such as attending conferences, seminars, workshops, trainings, etc.
7. Per AmeriCorps guidance, Minnesota GreenCorps members should provide in person service to the people and in the communities where they serve rather than performing service remotely. Therefore, teleservice should be rare and involve appropriate documentation, supervision, and oversight. If teleservice is deemed necessary by the host site organization, supervisor, and/or member, the member and supervisor must complete, submit and receive MPCA program staff approval a Temporary Teleservice Authorization form prior to the start of teleservice. In addition, the member and the supervisor must outline the member’s planned activities for the duration of teleservice, setting clear expectations, and identifying means to document progress and results. It is the supervisor’s responsibility to monitor both the member’s plans, progress, and outputs while they are serving off-site.
8. **Work environment:** Maintain a work environment that is welcoming, respectful, free of harassment and discrimination, and safe. Name badge: Provide the Member with a name badge, if required, according to the personnel policies of the host site.
9. **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.
10. **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.

B. Insurance

If the Members are 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.

C. Supervisor responsibilities

1. **Attend 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.
2. **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. Member timesheets must be approved by supervisors on time for the Member to receive his or her living allowance.
3. **Participate in site visits:** Participate in a bi-annual site visit facilitated by the Minnesota GreenCorps Program Coordinator. The purpose of the visit will be to review progress in relation to the expectations laid out in the Site Agreement, celebrate success, and provide assistance in problem solving.
4. **Maintain open lines of communication:** Maintain open lines of communication with the Minnesota GreenCorps member, Minnesota GreenCorps Program Coordinator, and MPCA professional staff in relation to the Member’s role and performance.
5. **Discipline/termination (if necessary):** Ensure that Members comply with the terms of the Member Service Agreement. Host sites must be involved with resolving work problems of Members and may be involved in the Grievance Procedures. The Host Site Supervisor must notify and work closely with the MPCA Human Resources

staff on disciplinary action. A site may not decide to terminate a Member. Only designated MPCA staff has the authority to suspend or release a Minnesota GreenCorps member from service for disciplinary reasons.

6. **Complete performance evaluations:** Complete a mid-year and end-of-year Member performance evaluation.
7. **Submit in-kind documentation:** Submit in-kind reports through the OnCorps Reports online system, and provide hard copy documentation.
8. **Reportable and measurable outcomes:** Oversee and approve 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.

VII. Prohibited activities for AmeriCorps members

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, members may not engage in prohibited service activities, CFR § 2520.65:

- 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. A business organized for profit
 - b. A labor union, a partisan political organization
 - c. A non-profit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986
 - d. An organization engaged in the religious activities described above
- I. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive.
- J. Providing abortion services or referrals for receipt of such services.
- K. Clerical work or research unless such activities are incidental to the member's direct service activities.
- L. 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.
- M. Election and polling activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.
- N. Such other activities as CNCS 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 the corporation or to any other federal agency. An AmeriCorps member may spend no more than 10% of his/her/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.

VIII. Nonduplication/nondisplacement

A. Nonduplication: 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 nondisplacement 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, 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 Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation 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 Corporation 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.

IX. 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

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS 7 employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at 202-606-7503 (voice), 202-606-3472 (TTY), eo@cns.gov, or through <http://www.nationalservice.gov/>.

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 Coordinators, 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 (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 (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 CNCS.

X. 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 (e.g., housing) is prohibited. However, host sites are expected to provide in-kind contributions in the form of supervision (calculation based on hourly wage excluding fringe benefits), operating costs (office space, internet, telephone), and professional development costs associated with hosting a member. The expected contribution for hosting one member is \$6,800, broken down into the following categories:

| Category | Estimated minimum contribution per member |
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| Supervision (at least 4 hours per week) | \$5,000 |
| Professional development (trainings, conference registration, networking events, or other opportunities) | \$300 |
| Operating costs (office space, internet connection, phone connection, computer purchase or rental, office equipment) | \$1,500 |

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

XI. 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.

XII. 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 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.

XIII. Certification

- This Agreement serves as a binding contract between the Host Site and the MPCA for the 2022-2023 program year. The terms of this Agreement will end on August 15, 2023. 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: _____

SAMPLE