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Doc Type: Agreement

## 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 2026-2027 program year.

## II. Term of agreement

Effective date: September 1, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

Expiration date: August 31, 2027, 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 will provide direction, supervision, training, and resources for the <Insert position title> Minnesota GreenCorps member(s), performing activities per the below position description. 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 in AmeriCorps and commit to completing the AmeriCorps service term.
- Must have two years post-secondary education (a two-year associate degree or completion of sophomore year in a four-year degree program) or equivalent of six (6) months professional experience (volunteer, internship, or work).
- Must have a demonstrated interest in the environment and service and community work.
- Must have a valid driver's license and consent to and pass a driving record check (if the position requires driving).
- Must consent to, and pass, an AmeriCorps required 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, and/or carrying.
- Some (limited) positions require the use of hand tools and/or power tools (e.g., chainsaws). Personal protective equipment and safety training must be provided by the host site.
- 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 member training and professional development.

## 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 and management

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 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.
3. **Program requirements:** Minnesota GreenCorps program staff will track and monitor each member's progress in completing program requirements. This includes monitoring service hours to ensure the member will complete the minimum hour requirement by the end of the program term.
4. **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 ensure continued project alignment with the service plan, position description, and goals of the Minnesota GreenCorps program and the MPCA. The MPCA will schedule and conduct a minimum of one site visit during the year.
5. **Benefits:** The MPCA is responsible for administering and overseeing member benefits including the 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.
6. **Training:** The MPCA is responsible for coordinating logistics and scheduling of member required orientation and quarterly trainings. The MPCA will reimburse qualified travel expenses for members to attend required trainings.
7. **Mentorship:** The MPCA will work with host sites to provide each Minnesota GreenCorps member with a mentor that will provide technical assistance and support throughout the program year.
8. **Performance management:** The MPCA will work closely with the site supervisor regarding setting expectations, coaching, and, if necessary, administering coaching and discipline for performance-related issues, including but not limited to lateness, difficulty meeting deadlines, failure to complete service position duties, etc.
9. **Grievance procedures:** The MPCA will ensure that service concerns are resolved appropriately, following the grievance procedures outlined in the Member Service Agreement.

10. **Release from service:** Only the MPCA's designated staff has the authority to suspend (and reinstate) and/or release a member for cause or for compelling personal circumstances. Site supervisors must actively work with the MPCA to address performance issues, following the coaching procedure as outlined in the supervisor manual, before release from service is considered.
11. **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 Minnesota GreenCorps program staff and the MPCA's Human Resource Office to support and respond to such requests. The MPCA and/or the host site must provide such accommodations, upon request by members with disabilities, unless doing so imposes undue financial or administrative burden on the program.
12. **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.
13. **Personnel file:** The MPCA will maintain a personnel file for each member.

## B. Site management

1. **Program requirements:** Minnesota GreenCorps program staff track and monitor site progress. This includes monitoring member service hours and activity alignment with the pre-scoped position description.
2. **Oversight:** Program staff will communicate regularly with the site supervisor to ensure continued project alignment with the service plan, position description, and goals of the Minnesota GreenCorps program and the MPCA, in addition to compliance with program requirements, including all applicable executive orders.
3. **Site visits:** Minnesota GreenCorps program staff will schedule and conduct at least one site visit with each host site. The site visit is an opportunity to review progress in relation to the expectations laid out in the Host Site Agreement, monitor the service plan, and provide support.

## VI. Responsibilities of the host site

The host site, acting primarily through the site supervisor, is responsible for the following:

### A. Member management

1. **Supervision:** Provide day-to-day professional supervision of the Minnesota GreenCorps member(s), equating to an average of three hours per week, per member. Set a daily schedule to ensure a full-time member is serving approximately 40 hours per week and 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.
2. **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.
3. **Member terminology:** Minnesota GreenCorps members are not "employees," "interns," or "volunteers" of the site.
4. **Supervisor training:** Supervisors are required to participate in site supervisor orientation at the start of the program year to learn roles and responsibilities. If a 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 attend and actively participate in webinars, site visits, and check-ins.
5. **Member training:** Provide site orientation including a building tour, introductions to partners, and 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 staff meetings. Help the member identify training opportunities relevant to their project and/or their career development. Minnesota GreenCorps host sites must contribute \$600 for member professional development (trainings, conference registration, networking events, certifications, 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 member service hours by approving the timesheet online once every two weeks; member timesheets must be approved by supervisors on time for the member to receive the living allowance. Review monthly progress reports and a final report.
7. **Performance management:** Host sites must ensure that members comply with the terms of the Member Service Agreement, provide constructive feedback and discuss challenges with members, conduct a mid-year and end-of-year member performance evaluation, and engage in informal problem solving and coaching to support performance improvement. The site supervisor must work closely with Minnesota GreenCorps program staff to resolve challenges through disciplinary action and support the grievance procedures outlined in the Member Service Agreement. 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.

## B. Service site

1. **Work environment:** Maintain a work environment that is safe, welcoming, respectful, and free of harassment and discrimination.
2. **Workspace:** Provide a reasonable workspace at the host site for members to complete project tasks. This includes a desk, phone, computer, internet, and access to office supplies, a printer/copier, and project materials. The host site is required to provide the member with a host site email address.
3. **Teleservice:** If teleservice is allowable within the perimeters of the Teleservice Policy, provide members with necessary equipment to operate from an off-site location. The member and supervisor must complete a Teleservice Authorization form for approval. It is the supervisor's responsibility to monitor the member's plans, progress, and outputs while they are serving off-site.
4. **Safety:** Provide appropriate safety training including employee right-to-know and emergency procedures and provide personal protective equipment.
5. **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 respond to such requests.
6. **Travel:** If traveling is required for the member service activities, the host site must provide transportation for the member, e.g., access to fleet vehicles (preferred), mileage reimbursement, bus fare reimbursement, etc.
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 site's 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 C.F.R. § 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 contracts/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. Any activity prohibited by applicable Executive Order/Memorandum.
- N. 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 C.F.R. § 2520.45.

### **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 C.F.R. § 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 rights 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 prohibit all forms of discrimination and harassment. Harassment based on the protected class status listed in section A. below 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 and non-harassment policy

Advancing civil rights and equal opportunity is the responsibility of the whole of government, and AmeriCorps is committed to these principles, including treating all persons who participate in our programs with dignity and respect. The service environments demand that AmeriCorps maintains a zero tolerance for unlawful harassment or discrimination against any individual or groups engaged in national service.

AmeriCorps expects the same commitment from all recipients of services, programs, and benefits; including service members, volunteers, associated individuals, organizations, programs, and projects. This policy is incorporated by reference into the terms and conditions for AmeriCorps Recipients, inclusive of sub-grantees. Recipients are expected to notify service members and volunteers of their rights under this policy.

In accordance with applicable laws and regulations, AmeriCorps prohibits all forms of discrimination and harassment based on the protected categories of race, color, national origin, sex, age, religion, sexual orientation, disability (mental or physical), political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All entities receiving federal financial assistance from AmeriCorps; and all programs, services, and benefits administered by such entities; must be free from all forms of discrimination and harassment. Harassment is any unwelcome conduct or conduct done in reprisal for opposing discrimination or participating in the discrimination complaint process, when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's sex, race, religion, sexual orientation, or any other legally protected category. 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, text messages, emails, or phone calls; distribution or display of offensive materials, including on social media; offensive looks or gestures; and/or sexual, racial, ethnic, or religious baiting. Harassment can also include physical assault or other threatening behavior, as well as other demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate discrimination and harassment from anyone, including Recipients; AmeriCorps employees and supervisors; project or site employees and supervisors; project or site non-employees (e.g., contractors or clients of a project or site); or national service participants. Harassment is unacceptable in AmeriCorps offices or campuses and in other service-related settings such as convenings, training sessions, service sites, and at service-related social events, whether in-person or online.

Any discrimination or harassment, when substantiated, will result in corrective action, up to and including removal or termination of any individual engaging in such misconduct.

AmeriCorps Recipients 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.

Recipients are expected to take prompt action to effectively address service member and volunteer complaints. Recipients must immediately investigate complaints of discrimination or harassment and take appropriate measures to remedy the situation. Supervisors and managers of AmeriCorps programs and projects; when made aware of alleged discrimination or harassment by employees, service members and volunteers, or any other associated individuals; must report the matter to the personnel in the Recipient's organization who are responsible for investigating such claims or

AmeriCorps' Office of Civil Rights (OCR). OCR conducts service member and volunteer discrimination and harassment inquiries.

Service members, volunteers, grantees, sub-grantees, and Recipients may contact OCR at [eo@americorps.gov](mailto:eo@americorps.gov) for information or assistance. Further details on AmeriCorps' civil rights complaint process can be found at 45 C.F.R. Part 1225. The full AmeriCorps non-harassment and civil rights policy can be found here: <https://www.americorps.gov/about/agency-overview/civil-rights>.

## 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, 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.

Service members and volunteers who believe they have been subjected to treatment 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., filing a complaint or acting as a witness) in any AmeriCorps program or project, may contact the OCR at 202-606-7503 or [eo@americorps.gov](mailto:eo@americorps.gov). Recipients must contact OCR within 30 calendar days of an occurrence of discrimination or harassing conduct to initiate an inquiry in the civil rights complaint process.

Service members and volunteers are not required to use a program, project, or sponsor dispute resolution process before contacting OCR. While Recipients are expected to take prompt action to effectively address service member and volunteer complaints, Recipients cannot institute policies requiring any such matters be handled "in house." If a service member or volunteer chooses to pursue another dispute resolution or complaint procedure, it does not suspend the 30 calendar-day time limit for contacting OCR. Discrimination and harassment claims that are not brought to the attention of OCR within 30 calendar days of the occurrence may not be accepted for investigation if a formal complaint of discrimination is filed.

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  
202-606-7503 (voice); 202-565-2799 (TTY)  
[eo@americorps.gov](mailto:eo@americorps.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. AmeriCorps prohibits any retaliatory action against a person who raises discrimination or harassment concerns.

## IX. In-kind contributions

While MN GreenCorps does not charge a fee to host a member, the MPCA does require in-kind contributions from the host site; in-kind contributions are required match for our AmeriCorps grant. The host site is responsible for in-kind contributions of \$600 for each MN GreenCorps member for trainings, webinars, conferences, or events. Associated costs such as lodging may count toward the \$600 with prior approval. The host site must pay for the trainings directly; no payment (reimbursement) can be made to the member. The host site is responsible for obtaining acceptable documentation (training registration receipts) and submitting it to the MPCA. In-kind contributions cannot be provided from a federal source of funds unless the federal funding agency has granted permission to use those funds as match.

## 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 2026-2027 program year. The terms of this Agreement will end on the member's last day of service or <Insert date>, whichever is earlier. 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 (mm/dd/yyyy): \_\_\_\_\_

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

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

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

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

Date (mm/dd/yyyy): \_\_\_\_\_