

**2017 Society of Municipal Arborists (SMA)
Internship Program Agreement**

**For the Employment of an Urban/Community Forestry Intern between the
City of Columbia, Missouri and the Society of Municipal Arborist (SMA)**

Purpose

The purpose of this agreement is for the City of Columbia, Missouri to provide the Urban/Community Forestry intern a broad exposure to all functional areas of urban/community forestry in collaboration with industry partners.

Agreement Term

The agreement duration shall be ten (10) weeks, beginning **May 22, 2017** and ending approximately on **July 28, 2017**. Students on the quarter system will have their internship from **June 19, 2017** through **August 25, 2017**. These dates may be adjusted to accommodate individual situations.

Hiring Process

SMA will manage the recruitment, hiring, and placement process in accordance with all federal/state labor laws.

Evaluation

The City of Columbia agrees to submit to the SMA an evaluation of assigned intern at agreed upon intervals during the 10-week appointment period.

Disciplinary Action

The City of Columbia reserves the right, at its discretion, to conduct necessary disciplinary actions, up to and including termination of the employment, of the intern in accordance with the personnel policies and procedures of the City of Columbia at any point during the 10-week period with proper notification to the SMA.

Salary and Benefits

The intern will be paid an hourly rate to be determined by the SMA and in conformance with all federal wage hours and laws.

Insurance and Liability

The City of Columbia will provide liability and workers' compensation insurance for any actions of or injury to the employee that occurs in the course and scope of their employment with the City of Columbia, pursuant to the terms and conditions of these coverages. To the extent allowed by law, the City of Columbia shall hold the SMA harmless for all actions of the Urban/Community Forestry intern when said intern is working under City's guidance and direction. Nothing contained herein shall be deemed a waiver of the City of Columbia's sovereign immunity.

Method of Payment

The City of Columbia shall maintain documentation for reimbursement charges of salary paid to intern at the end of the 10-week appointment. The City of Columbia will originate a detailed invoice to the SMA showing hours worked by date with necessary supporting paperwork. Upon submission of such documentation, SMA shall reimburse City of Columbia for all of such expenses up to a maximum of Six Thousand Dollars (\$6,000.00).

Termination

This agreement shall be terminated when the Urban/Community forestry intern ceases to be an employee of the City of Columbia or has reached the 10-week period of employment. The agreement may also be terminated by the mutual consent of all parties involved.

Terms and Conditions

The City of Columbia shall provide all necessary equipment and resources to perform the duties required as assigned by (City Arborist) and organized by SMA.

The City of Columbia will not be responsible for any expenses accrued by Urban/Community Forestry Intern unless a prior agreement has been reached, i.e. travel to city for initial employment, travel to work site from home, salary, living expenses while working for said city.

The City of Columbia is not bound by this agreement until it is approved by the appropriate City official(s) indicated on the signature page of this agreement.

This agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this agreement.

If the SMA fails to perform properly its obligations under this agreement or violates any term of this agreement, the City of Columbia shall have the right to terminate this agreement immediately and receive payment for any expenses accrued for employment of said intern.

No person on the grounds of disability, age, race, color, religion, sex, national origin, Veteran status or any other classification protected by Federal and/or State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement. The other party shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.

Both parties shall comply with all applicable Federal and State laws and regulations in the performance of this agreement.

By signing this agreement, I certify that I am an authorized representative of one of the entities below and am authorized to enter into this agreement on behalf of that entity.

SOCIETY OF MUNICIPAL ARBORISTS

By: _____

Date: _____

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Michele Nix, Director of Finance