

INTERNSHIP/ WORK EXPERIENCE AND FINANCIAL AGREEMENT

This agreement is entered into on the date of the last signatory noted below, between Job Point, a Missouri nonprofit corporation, and the City of Columbia, Missouri, a municipal corporation ("City").

The parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. The City may allow Job Point trainees to work in City Department. Throughout various Departments, the City may accept up to ten (10) trainees total at any one time. The City Manager may increase the number of trainees as the City Manager deems appropriate. The projects and hours of work shall be determined by the City. Trainees shall be at least seventeen years of age. Each City Department may set minimum age requirements.
2. A Job Point staff member will make regular visits to trainee worksites to monitor trainee(s) progress and work behaviors and take advantage of opportunities to apply classroom learning on the worksite.
3. Job Point shall develop individualized project/training plans for each trainee not to exceed twenty-eight (28) hours per week and no more than 120 hours total per trainee.
4. City shall afford work opportunities for the trainees that are consistent with those undertaken by entry level employees of the assigned City department.
5. Job Point shall provide the trainees and the Job Point staff member with all necessary personal protective equipment consisting of, but not limited to, hard hats, safety glasses, safety vests and steel toed boots.
6. The trainees and Job Point staff members shall follow all City department rules and regulations for safe work practices.
7. Transportation to the worksite shall be arranged between Job Point and the assigned City department. Trainees shall not operate city owned vehicles.
8. Trainees and the Job Point staff members shall be employees of Job Point and Job Point shall provide Workers' Compensation Insurance coverage for all trainees and Job Point staff members. Job Point shall provide City with proof of Workers' Compensation Insurance coverages for the trainees and Job Point staff members.
9. Job Point shall monitor and track hours worked for each trainee and shall make payment to trainees in the amount of not less than federal or state minimum wage (whichever is more) for each hour worked on City projects, up to a total of 120 hours for each trainee. In furtherance of

the educational training, City staff will coordinate performance evaluations and confirmation of hours worked with the Job Point staff member.

10. The City may choose to pay wages and fringe costs for trainees beyond the initial 120 hours paid by Job Point. In this case, Job Point shall provide the City with a bi-weekly invoice for the cost of wages and administrative/fringe costs (Worker's Comp, FICA, etc.) for each trainee paid in the previous payroll period. The City shall make payment to Job Point for reimbursement of the costs outlined on each invoice, within two weeks of receipt of such invoice.
11. To the extent not prohibited by law, Job Point shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees) arising in any way from this agreement or the services provided.
12. To the fullest extent not prohibited by law, the City shall assume responsibility for unintentional damages caused through the use of City equipment and vehicles by trainees of Job Point's programs. Nothing contained herein shall be deemed a waiver of City's sovereign or governmental immunity.
13. This agreement is for the sole benefit of the City and Job Point. Nothing in this agreement is intended to confer any rights or remedies on any third party.
14. This agreement shall be in effect for one (1) year from the date of its execution.. Thereafter, the Agreement shall automatically be renewed for successive terms of one year, unless the Agreement is terminated pursuant to the provisions of this Agreement.
15. Either party may terminate this Agreement with ten days written notice.
16. In order to facilitate efficient hiring practices for trainees the City wishes to hire upon completion of their Job Point program, the trainee may complete an employment application for City employment once their internship/work experience has commenced. Further the City may accept the background checks completed by Job Point, to include but not be limited to drug screen and medical physical (conducted by MU Health Occupational Medicine Clinic), and legal history (conducted by Screen Assist).
17. Nature of City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
18. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Job Point and City have executed this agreement on the dates written below.

JOB POINT

By: Steven A. Smith

Steven A. Smith, President/CEO

Date: 9/22/22

ATTEST:

By: Brenda Overkamp

Name: Brenda Overkamp

Title: Executive Vice President

CITY OF COLUMBIA, MISSOURI

By: _____

De'Carlon Seewood, City Manager

Date: _____

SSC

ATTEST:

By: _____

Name: Sheela Amin

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Nancy Thompson

Title: City Counselor/rw