

## MASTER INTERNSHIP AGREEMENT

THIS MASTER INTERNSHIP AGREEMENT (“Agreement”) is by and between the City of McKinney Texas, a Texas home rule municipality (“City”) and \_\_\_\_\_ (“Company”).

### RECITALS

WHEREAS, the Community Internship Program (“Program”) is a joint effort between the City and the McKinney Independent School District (“MISD”) in collaboration with community partners in business and industry to introduce selected MISD students (“Interns”) to future careers and professional employment opportunities in the City; and

WHEREAS, the goal of the Program is to introduce Interns to valuable skills available outside the traditional classroom that will provide them with life-changing, real work experiences that will serve to enrich their education and that they can apply to achieving their future educational and professional goals; and

WHEREAS, the Company desires to participate in the inaugural year of the Program by providing one or more Interns with meaningful work experiences during a paid, summer internship;

NOW, THEREFORE, in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises, covenants, and conditions contained herein, the parties hereby agree as follows:

1. Number of Interns. The City and Company will coordinate to determine the specific number of Interns to be employed by the Company based on a variety of factors, including the size of the Company, its current staff, available space, and the number of eligible Interns who desire to intern with the Company.
2. City’s Obligations. The City, in coordination with the MISD, will be solely responsible for organizing the recruitment, interviewing, and hiring of all Interns as well as other Program-related events and will provide the Company with notice of any such events.
3. Company’s Obligations.
  - A. Offer of Internship. The Company agrees to recruit, interview, and make an offer of an internship directly to selected Intern(s) in accordance with this Agreement. The Company also agrees that the internship will be limited to a maximum duration of ten (10) weeks.
  - B. Compensation. The Company agrees to pay each Intern performing services under this Agreement a minimum hourly rate of \$8.00 per hour, and will not permit any Intern to work more than twenty (20) hours during any week.

C. Training and Supervision. The Company will be solely responsible for providing the information, instruction, training, and supervision necessary for the Interns to perform those tasks assigned by the Company.

D. Communication. The Company agrees to communicate with the City on an on-going basis to ensure understanding of the expectations and roles of both parties in maximizing the experience for the Interns.

E. Program Events. During the course of the Program, the City anticipates holding several training events and ceremonies for all Interns participating in the Program. The Company agrees that it will allow its Interns to attend those events. In addition, the Company acknowledges any time spent by the Interns attending those events will be compensated by the Company and count towards the twenty (20) hour per week limit.

4. Term of Agreement. The term of this Agreement will begin on the date it is executed by the City, and will continue through the duration of the ten (10) week period of the Program. The Agreement may be renewed at the option of the City for future years of the Program.

5. Termination. Either party may terminate this Agreement for its convenience upon providing thirty (30) days prior written notice to the other party. In the event that there is any Intern currently participating in the Program, termination pursuant to this paragraph will not become effective until the Intern completes all the requirements of the Program unless the Intern is removed from the Program pursuant to this Agreement.

6. No Discrimination. The Company will not discriminate on the basis of age, race, color, gender, religion, national origin, disability or any other legally protected status with regard to its participation in the Program or in the administration of its policies, programs, or activities.

7. Removal. The Company acknowledges and agrees that the City, in its sole and absolute discretion, will have the right to remove any Intern from the Company or the Program if the City determines such removal is in the best interest of the City or the Intern.

8. No Employment. The Company acknowledges and agrees that the Interns employed by the Company will not be considered an employee of the City for any purpose, nor will they have any authority to act on behalf of the City or as the City's agent. The Company also agrees that it will not receive any payment or compensation for this Agreement or its participation in the Program.

9. RELEASE. IN CONSIDERATION FOR THE CITY ALLOWING THE COMPANY TO PARTICIPATE IN THE PROGRAM, THE COMPANY VOLUNTARILY ASSUMES ALL RISKS OF ACCIDENTS, INJURY, AND DAMAGE TO AN INTERN AND HIS OR HER PROPERTY AND HEREBY RELEASES AND DISCHARGES THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND VOLUNTEERS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM EVERY CLAIM, LIABILITY, AND DEMAND OF ANY KIND.

10. INDEMNIFICATION. THE COMPANY WILL DEFEND AT ITS SOLE EXPENSE, PAY ON BEHALF OF, HOLD HARMLESS, AND INDEMNIFY THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIENS, LIABILITIES, PENALTIES, FINES, FEES, JUDGMENTS, LOSSES, AND DAMAGES (COLLECTIVELY, "CLAIMS"), WHETHER OR NOT A LAWSUIT IS FILED, INCLUDING BUT NOT LIMITED TO COSTS, EXPENSES, AND ATTORNEY AND EXPERT FEES AT TRIAL AND ON APPEAL AND CLAIMS FOR DAMAGE TO PROPERTY OR BODILY OR PERSONAL INJURIES, INCLUDING DEATH, SUSTAINED BY ANY PERSONS OR ENTITIES, WHICH CLAIMS ARE ALLEGED TO HAVE ARISEN OUT OF OR IN CONNECTION WITH, IN WHOLE OR IN PART (I) THE PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY AMENDMENTS THERETO) BY THE COMPANY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES; (II) THE FAILURE OF COMPANY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR ANY INTERN TO COMPLY AND CONFORM WITH APPLICABLE LAWS; (III) ANY NEGLIGENT ACT OR OMISSION OF THE COMPANY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR ANY INTERN, WHETHER OR NOT SUCH NEGLIGENCE IS CLAIMED TO BE EITHER SOLELY THAT OF THE COMPANY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR ANY INTERN, OR TO BE IN CONJUNCTION WITH THE CLAIMED NEGLIGENCE OF OTHERS, INCLUDING THAT OF ANY OF THE INDEMNIFIED PARTIES; OR (IV) ANY RECKLESS OR INTENTIONAL WRONGFUL ACT OR OMISSION OF THE COMPANY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR ANY INTERN.

11. Insurance.

A. The Company will carry the following minimum types and amounts of insurance at its own expense during the term of this Agreement:

- 1) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy will include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
- 2) Workers' Compensation insurance as required by Texas law and Employers' Liability insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.

B. The Company will also obtain and carry the following additional types and amounts of insurance at its own expense:

- 1) Commercial Auto Liability with minimum limits of \$1,000,000 Combined Single Limit covering any auto including any owned or hired auto.
- 2) Professional Liability insurance with minimum limits of \$1,000,000.
- 3) Sexual Molestation Insurance with minimum limits of \$1,000,000.

C. Each of the Company's insurance policies, except Workers' Compensation, will name the Indemnified Parties as additional insureds. All policies will provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction, or material change in coverage. The Company will provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, the Company will provide copies of current policies with all applicable endorsements. All insurance required will be provided by responsible insurers licensed in the State of Texas and rated at least A- in the then current edition of Best's Insurance Guide.

D. The Company hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

E. The City will have the right to reasonably increase the amount or expand the scope of insurance to be maintained by the Company hereunder from time to time.

12. Compliance with Laws. The Company agrees to comply with all current and future applicable federal, state, and local laws, ordinances, rules, and regulations ("Laws"), including but not limited to the Fair Labor Standards Act and the Americans with Disabilities Act. In addition, the Company agrees to provide a safe work environment for each Intern, and ensure that no Intern is directed or instructed to violate any applicable Laws.

13. Independent Entities. Nothing contained in this Agreement will be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that nothing contained in this Agreement, nor any acts of the parties, will be deemed to create any relationship between the parties other than that of independent contractor and principal.

14. Funding Out. The Program is contingent upon annual appropriation of sufficient funds by the McKinney City Council. In the event sufficient funds are not appropriated for the Program or previously appropriated amounts are eliminated or reduced, the City may terminate the Agreement without penalty, charge, or sanction.

15. Due Authority. By execution of this Agreement, Company's signatory warrants and represents that he or she has the requisite authority to execute this Agreement and bind the Company.

16. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement.

17. Amendment. No alteration of or amendment to this Agreement will be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.

19. Venue. The Company agrees to submit to the jurisdiction of the courts of Collin County, Texas, and that venue is proper in Collin County, Texas.

20. Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

21. Notice. All notices required to be given under this Agreement must be given in writing and will be effective when actually delivered or deposited in the United States mail, first class, postage prepaid, and addressed to the party to whom the notice is to be given at the address shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

CITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding will not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision will be deemed to be modified to be within the limits of enforceability or validity; provided, however, if the offending provision cannot be so modified, it will be stricken and all other provisions of this Agreement in all other respects will remain valid and enforceable.

23. Attorney Fees and Costs. In the event of any action at law or in equity between the parties to enforce any of the provisions hereof and to the extent allowed by law, any unsuccessful party to such litigation will pay to the successful party all costs and expenses, including reasonable attorney fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses, and attorney fees may be included in and as part of the judgment. A successful party will be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

24. Counterparts. This Agreement may be executed in counterparts, and such counterparts together will constitute but one original of this Agreement. Each counterpart will be equally admissible in evidence, and each original will fully bind each party who has executed it.

25. Assignment. The Company may not assign any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.

26. No Third Party Beneficiaries. No persons other than the Company and City and their successors and assigns will have any rights whatsoever under this Agreement.

27. No Waiver. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver will be implied by

delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by the Company will not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by the City.

CITY OF MCKINNEY, TEXAS

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[NAME OF COMPANY]:

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_