

INTERGOVERNMENTAL AGREEMENT

Internship Coordination Between Arizona Board of Regents for and on behalf of Northern Arizona University and the City of Flagstaff

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2018, by and between the CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (“City”), and the ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of Northern Arizona University, a public institution of higher education (“University”).

RECITALS:

WHEREAS, the City has authority to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-952 and 41-2632 and the Flagstaff City Charter, Article I, Section 3; and

WHEREAS, the University has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-1625 and Arizona Board of Regents Policy 3-808; and

WHEREAS, the parties recognize the importance of developing a sophisticated, credentialed, and skilled work force by providing Internships for University students. The Internships will provide University students practical experience, insight, and training in various aspects of City government; and

WHEREAS, this Agreement establishes a relationship between the City and the University, to allow students from the University to participate in a volunteer/unpaid or paid educational experience that may qualify for University academic credit, as determined by the University; and

WHEREAS, the purpose of this Agreement is to formalize the Internship procedures and administration between the City and the University by providing a centralized, streamlined and organized Internship process.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. DEFINITIONS

- a. “Internship” is a form of experiential learning that integrates knowledge and theory learned in the classroom with practical application and skills development in a professional setting, but may not include every temporary employee position the City offers. Internships give students the opportunity to gain valuable applied experience and make connections in professional fields they are considering for career paths; and give employers the opportunity to guide and evaluate talent.
- b. “City Supervisor” is the employee of the City who is responsible for administering the

Internship relationship and providing supervision of and feedback to the Intern or Paid Intern.

- c. "University Career Development Internship Coordinator" is the individual from the University who will serve as a central point of contact for City departments and City Supervisors as well as University students, faculty, and staff ("Internship Coordinator").
- d. "Intern(s)" are University student(s) serving as unpaid volunteers with the City. Interns will be covered by the City's workers' compensation insurance.
- e. "Paid Intern(s)" are temporary employees of the City who have completed the City's formal hiring processes and who are categorized as "Temporary Employees" in the City's payroll system. Paid Interns will comply with all applicable policies, procedures, and rules of the City, including reporting to the Human Resources Division located on the first floor of 211 Aspen Avenue, Flagstaff, AZ 86011 before the Internship begins.
- f. Paid Interns must complete the City's workplace compliance documentation required of all City employees. Paid Intern(s) will be covered by the City's workers' compensation insurance.

2. TERM

This Agreement shall commence on _____, 2018, and continue for a term of five (5) years, unless terminated sooner, as provided herein. This Agreement may be renewed or extended for one (1) consecutive, five (5) year period by mutual written agreement of the parties.

3. TERMINATION

- a. Either party may terminate this Agreement for budgetary reasons. As to Paid Interns, while it would be the intent of the City to allow the Paid Intern to complete the Internship, the City is not obligated to do so. Such Paid Intern will no longer hold the position of "Temporary Employee," but may choose to become an unpaid volunteer until the end of the Internship.
- b. Additionally, either party may terminate this Agreement for convenience by providing ninety (90) days' prior written notice to the other party. Upon such termination, the parties will work in good faith to find a mutually acceptable resolution with the intent of helping any Intern or Paid Intern complete their Internship.

4. INTERNSHIP ADMINISTRATION

- a. The City agrees to appoint a specific City Supervisor who is responsible for the educational activities and supervision of Interns or Paid Interns participating under this Agreement.
- b. The University Internship Coordinator will provide guidance and information regarding best practices to City Supervisors to inform them of national internship guidelines set forth

by the National Association for Colleges and Employers (“NACE”) and the United States Department of Labor (“DOL”).

- c. Efforts to develop the contacts, relationships, and procedures between the Internship Coordinator and the City will begin as soon as this Agreement is approved.
- d. Parking for Interns or Paid Interns is not provided by the City.
- e. A schedule of Intern or Paid Intern participation will be agreed upon by the Intern or Paid Intern, the City, and the University in cases where credit is being granted by the University.

5. RECRUITMENT

- a. As City Internship opportunities become available, City Supervisors will post Internship descriptions, as is customary for the City, and to “Handshake” (the University’s online job and Internship platform) for review by the Internship Coordinator for compliance with DOL and University Internship criteria before becoming public to students.
- b. City Supervisors are encouraged to post Internship positions in “Handshake” prior to the beginning of each University semester (spring, summer and fall), but mid-semester Internship opportunities can be posted as they become available.
- c. City Supervisors will utilize “Handshake,” and the City’s customary process, to collect applications (i.e., resumes, cover letters, etc.) for each Internship position.
- d. The University will assist with marketing the open Internship positions to students through Handshake emails, including pinning of items, and emails to University partners.

6. INTERN ELIGIBILITY AND SELECTION PROCEDURE

- a. City Supervisors may choose to identify minimum requirements (i.e., Grade Point Average, major, etc.) for an Internship position and should include those minimum requirements in the description in “Handshake.”
- b. Paid Interns who work nineteen (19) hours or less per week and Interns may be directly selected. However, the City Supervisor must comply with the City’s formal hiring processes to hire a Paid Intern as a “Temporary Employee.”
- c. City Supervisors may conduct interviews with candidates if there are multiple applicants for an Internship position. City Supervisors will coordinate the interview and selection process.
- d. City Supervisors will require that all Interns and Paid Interns sign the Intern Responsibility Statement, attached hereto and fully incorporated herein by this reference as Exhibit “A,” on or before their first day of the Internship.

7. INTERNSHIP CREDIT, PAYMENT AND EVALUATION

- a. Interns and Paid Interns may be eligible to earn pass/fail academic credit through the University, in accordance with Arizona Board of Regents' guidelines and individual University department requirements.
- b. City Supervisors are encouraged to complete Intern and Paid Intern evaluations mid-term and end-of-term to facilitate regular feedback and track Intern and Paid Intern progress. A template/sample evaluation is attached hereto and fully incorporated herein by this reference as Exhibit "B." Other forms of evaluations may be substituted if deemed appropriate by the City Supervisor.
- c. Interns and Paid Interns may be required by University department faculty to complete additional assignments and/or evaluations to receive academic credit.
- d. City Supervisors must provide the City's Human Resources Division a record of the Internship hours by Interns on the Volunteer Tracking Daily Log as found on the City's website through the Volunteer Process. City Supervisors must provide the City's Payroll Division a record of the hours worked by Paid Interns.
- e. City Supervisors will maintain records for Paid Interns as required by State of Arizona record retention schedules. Records related to Interns will not be maintained by the City beyond the period of service.

8. INSURANCE

Each party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the performance of this Agreement, and the acts and omissions of the party's employees or agents.

9. NONAPPROPRIATION

If the City's performance under this Agreement depends upon the appropriation of funds by the City Council or the University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the City Council or the Arizona Legislature, respectively, fails to appropriate the funds necessary for performance, then either the City or the University may provide written notice to the other party and immediately cancel this Agreement without further obligation of either party. Appropriation is a legislative act and is beyond the control of the parties.

10. STUDENT EDUCATIONAL RECORDS

The City and the University recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). The City and University agree to fully comply with FERPA.

11. NO BOYCOTT OF ISRAEL

Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of this Agreement, to not engage in a Boycott of Israel.

12. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, this Agreement may be cancelled for conflict of interest within three (3) years after its execution, without penalty or further liability.

13. NON-DISCRIMINATION

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. In addition, the parties shall comply with City Code, Chapter 14-02 Civil Rights, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

14. THIRD PARTY BENEFICIARIES

This Agreement is intended for the exclusive benefit of the parties hereto. Nothing herein is intended to create any rights or responsibilities to third parties.

15. ASSIGNMENT

Neither party shall have the right to assign this Agreement without prior written consent of the other party.

16. MANNER OF FINANCING; BUDGET

Each party to this Agreement shall be responsible for its own costs for performance of their respective obligations. The parties do not currently anticipate the need for a budget but will create one should the need arise.

17. DISPUTES AND ARBITRATION

In the event of a dispute between the parties to this Agreement, the parties shall attempt to resolve the disagreement on an informal, good faith basis. If that fails, pursuant to A.R.S. §12-1518, the parties acknowledge and agree that they may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. § 12-133.

18. RELATIONSHIP AND USE OF MARKS

Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the student experience, Internship, or placement program contemplated herein. Neither party shall make any representations stating or implying the parties engage in broader transactions or that a party is otherwise associated with the other without first obtaining

express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without its express written authorization.

19. REMOVAL FROM INTERNSHIP

The University reserves the right to withdraw any Intern or Paid Intern from an assigned Internship at the City when, in the University department's exclusive judgement, the Internship experience no longer meets the needs of the Intern or Paid Intern. The City may request the University to immediately withdraw an Intern or Paid Intern from the assigned Internship when the Intern or Paid Intern's performance is unsatisfactory, or the Intern or Paid Intern's behavior is disruptive or detrimental to the City.

20. NOTICES

Any notice to the parties shall be in writing and shall be deemed provided if delivered either in person, by electronic mail with delivery receipt, or three days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To City:

City Manager's Office
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2000
Email: ask@flagstaffaz.gov

To University:

Career Development
Internship Coordinator
PO Box 6007
Flagstaff, AZ 86011
Phone: (928) 523-1087
Email: Career@nau.edu

with a copy to:

Procurement Section
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2000

with a copy to:

Northern Arizona University
Contracting, Purchasing and Risk Management
PO Box 4124
Flagstaff, AZ 86011
Phone: (928) 523-4557
Email: NAU-Contracts@nau.edu

21. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

22. AMENDMENTS AND RELATED AGREEMENTS

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof as of the date of execution. All amendments or modifications of this Agreement shall be in writing

and approved by the parties.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

**ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY**

Rita Hartung Cheng, President

Approved as to form:

Michelle G. Parker, General Counsel

CITY OF FLAGSTAFF

Coral Evans, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT "A"

INTERN RESPONSIBILITY STATEMENT

This Acknowledgment is made by _____, a student of Northern Arizona University ("University"), to acknowledge certain duties and responsibilities with regard to participation in a volunteer/unpaid or paid internship ("Internship") with the City of Flagstaff ("City").

A. Duration: The Internship will begin on _____ and conclude on _____.

B. The contacts for the Internship are:

University (if for credit)	City
Faculty Member: _____	City Supervisor: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____
Phone: _____	Phone: _____

C. Physical address of Internship: _____

D. Expectations of the Intern or Paid Intern:

1. The Intern or Paid Intern will be under the supervision of a City Supervisor.
2. Paid Interns will comply with all applicable policies, procedures, and rules of the City, including reporting to the Human Resources Division located on the first floor of 211 Aspen Avenue, Flagstaff, AZ 86011 before the Internship begins.
3. Volunteer/unpaid Interns will track Internship hours and report those to the City Supervisor.
4. The Intern or Paid Intern will agree upon a schedule of participation with the City Supervisor, and also with the University in cases where credit is being granted by the University.
5. The University or the City reserve the right to immediately dismiss or withdraw the Intern or Paid Intern from participation if the Intern's or Paid Intern's conduct or performance is unsatisfactory in the opinion of the University or the City.

6. Statement of performance objectives from the City for this experience will be the responsibility of the City Supervisor.
 7. Learning objectives for an educational experience, where credit is being granted by the University, will be the responsibility of the University Faculty.
 8. The Intern or Paid Intern will be responsible for the cost of parking, if applicable, at City parking lots.
 9. The Intern or Paid Intern will make appropriate arrangements for transportation and housing, if necessary, and be responsible for all travel and living expenses incurred in relation to the Internship.
 10. The Intern or Paid Intern will obtain prior written approval from the University in cases where credit is being granted by the University, and from the City, before publishing or presenting any material relating to the Internship experience.
- E. The Intern or Paid Intern acknowledge that an agreement exists between the City and the University to allow Internships.
1. Either the City or the University may terminate this Agreement for budgetary reasons. As to Paid Interns, while it would be the intent of the City to allow the Paid Intern to complete the Internship, the City is not obligated to do so. Such Paid Intern will no longer hold the position of "Temporary Employee," but may choose to become an unpaid volunteer until the end of the Internship.
 2. Additionally, either the City or the University may terminate this Agreement for convenience by providing ninety (90) days' prior written notice to the other party. Upon such termination, the parties will work in good faith to find a mutually acceptable resolution with the intent of helping any Intern or Paid Intern complete their Internship.

I have read and understand this Intern Responsibility Statement and agree to abide by its terms and conditions.

Intern or Paid Intern Name: _____

Signature: _____

Address: _____

Email: _____

Phone: _____

EXHIBIT “B”

City Supervisor Evaluation of Intern or Paid Intern

Term of internship: _____ **Date of evaluation:** _____
Name of Intern or Paid Intern: _____ **Intern email:** _____
Internship site: _____ **Supervisor:** _____
Supervisor email: _____ **Supervisor phone:** _____

Evaluation Instructions

Please complete the first page of this form and then schedule a meeting with your Intern or Paid Intern to compare your evaluation to their performance to the Intern’s or Paid Intern’s self-evaluation. During your meeting with your Intern or Paid Intern, complete the second page of this evaluation (if applicable).

Rating Scale

4 = Excellent	3 = Satisfactory	2 = Fair	1 = Unsatisfactory
Met and exceeded expectations	Met expectations	Somewhat met expectations, but needs improvement	Did not meet expectations

Please rate the Intern’s performance in the following areas:

1) Verbal communication	1	2	3	4
2) Written communication	1	2	3	4
3) Initiative	1	2	3	4
4) Interaction with staff	1	2	3	4
5) Attitude	1	2	3	4
6) Dependability	1	2	3	4
7) Ability to learn	1	2	3	4
8) Planning & organization	1	2	3	4
9) Productivity & time-management	1	2	3	4
10) Creativity	1	2	3	4
11) Quality of work	1	2	3	4
12) Professionalism	1	2	3	4
13) Job-appropriate appearance	1	2	3	4
14) Adaptability to organization’s culture/policies	1	2	3	4
15) OVERALL PERFORMANCE	1	2	3	4

Supervisor Comments

(i.e. strengths, areas for improvement, explanation of rating above, etc.)

Instructions

Please complete the first page of this form and then schedule a meeting with your Intern or Paid Intern to compare your evaluation of their performance to the Intern's or Paid Intern's self-evaluation. During your meeting with your Intern or Paid Intern, complete the second page of this evaluation.

1. Compare evaluations

What, if any, are the differences between how you evaluated the Intern's performance and their self-evaluation? How might those differences be explained?

2. Clarify expectations

What are your expectations of the Intern's performance in each of the areas that A) the Intern did not meet your expectations, or B) you saw differences in evaluation of performance?

3. Create an action plan

What specific actions can the Intern or Paid Intern take to be successful in the future upon completion of this Internship?