

2016

### Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is made as of (\_\_\_\_\_, 2016), by and between the City of Gahanna, 200 S. Hamilton Road, Gahanna Ohio 43230, and the Mid-Ohio Regional Planning Commission, 111 Liberty Street Suite 100, Columbus Ohio 43215; hereinafter referred to as (MORPC).

WHEREAS, the parties seek to enter into a collaborative partnership for the education and training of students; and

WHEREAS MORPC has agreed to provide coordinating support for three (3) student(s) and

WHEREAS, to ensure an internship that is satisfactory; the parties agree as follows:

1. MORPC will provide a Summer Internship Program Coordinator; duties will include an orientation class, overseeing a mentor program, correspondence, and periodic interaction with the host City of Gahanna to check on satisfaction with their internship experience to allow for mid-course adjustments on the part of both the Intern and the City of Gahanna.
2. The interns will be employed by the City of Gahanna and will be paid a minimum hourly rate of \$10 per hour (undergraduate) and \$13 per hour (graduate) for the summer period less any required taxes and/or benefits beginning May 16, 2016 and ending August 19, 2016.
3. The Intern will be subject to all relevant City of Gahanna personnel policies and procedures while interning at City of Gahanna. The City of Gahanna may release the Intern for cause at any time after consultation with MORPC.
4. The CITY OF GAHANNA will be financially responsible for paying the hourly wage directly to the intern (less any required taxes and/or benefits), the intern program fee of \$600 per intern payable to MORPC and any required fees for CITY OF GAHANNA to conduct a pre-employment drug test and/or background check.

## MORPC Local Government Internship

The internship program fee payment is due by May 1, 2016:

Attention: MORPC Local Government Internship  
111 Liberty Street Suite 100  
Columbus, Ohio 43215

The check will be made out to:

Mid-Ohio Regional Planning Commission

5. City of Gahanna will be required to provide each Intern an evaluation of their job performance at the end of the summer appointment.
6. The commitments in this agreement will continue until August 19, 2016. Either Party may terminate this Agreement by giving written notice to the other Party thirty (30) days in advance of the termination date. If the organization terminates the agreement before the end of the stated period, the organization must make payment in full up for any completed hours of work directly to the intern. The Internship program fee is non refundable.

If a breach occurs and the breaching Party fails to cure it within a reasonable period of time, this Agreement will terminate at the close of business on the 30<sup>th</sup> day following receipt of written notice.

7. Each Party to this Agreement shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction.
8. Neither Party shall use the name of the other Party in any advertisement or in public statement of any kind, or in any medium, without first obtaining the written permission of the Party whose name is used.
9. This Agreement is the entire understanding of the Parties on its subject matter and supersedes all prior oral and written agreements with respect thereto. It may be amended only by a writing signed by both Parties specifically stating intent to amend this Agreement.

10. Written notices required to be given by this Agreement shall be directed to the representatives of the parties listed below.

- a. Executive Director  
William Murdock, Mid-Ohio Regional Planning Commission  
111 Liberty Street, Ste 100, Columbus, Ohio 43215
- b. City of Gahanna  
Honorable Tom Kneeland, Mayor/Attorney Shane W. Ewald

MORPC Local Government Internship

200 S Hamilton Rd, Gahanna, Ohio 43230

11. MORPC and CITY OF GAHANNA agree to comply with all the applicable federal, state and local laws in the conduct of the afore-mentioned work.
12. This Agreement shall be interpreted according to the laws of the state of Ohio. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the state of Ohio.

Signatures

WITNESS, the parties hereto have executed this Agreement as of the day, month, and year first above written.

Mid-Ohio Regional Planning Commission

William Murdock, Executive Director

Date

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City of Gahanna

Honorable Tom Kneeland, Mayor

Date

City of Gahanna

Attorney Shane W. Ewald

Date