

Unpaid Internship Agreement – Firefighter/EMT Intern Program

This is an agreement between _____ (“Intern”) and the City of Waukesha (the “City”). The purpose of this educational internship is for Intern to learn about the workings and operations of fire departments and to gain valuable insight and experience in fire suppression and fire prevention techniques.

Now, therefore, Intern and the City agree and contract as follows:

- 1. Volunteer Status.** Intern provides the services described in this Agreement for civic, charitable and humanitarian reasons without promise, expectation, or receipt of compensation for the services rendered. Intern offers the services freely and without coercion, direct or implied, from the City, and Intern is not otherwise employed by the City of Waukesha Fire Department to perform the same services as those for which the Intern shall volunteer.
- 2. Educational Internship.** The parties mutually agree:
 - a. This internship is related to an educational purpose and there is no guarantee or expectation that the activity will result in employment with the City of Waukesha Fire Department.
 - b. The education received by Intern from the internship is for Intern’s express benefit.
 - c. Intern does not replace or displace any employee of the City.
 - d. Intern will receive direct and close supervision by an appropriate City of Waukesha Fire Department supervisor.
 - e. The City does not derive an immediate advantage from the activities performed by Intern.
 - f. Intern is not entitled to wages or any compensation or benefits for the time spent in the internship.
- 3. Intern Services and Duties.** Intern shall:
 - a. Undertake training at a Wisconsin State Technical College in a classroom/ practical environment to obtain State of Wisconsin Firefighter I certification and Emergency Medical Technician—Basic licensure.
 - b. Under appropriate supervision by the City of Waukesha Fire Department, shadow and assist on-duty Fire Department members when they respond to emergency calls for service and when performing daily fire station duties to obtain hands-on experience in matters related to their educational coursework and to learn the culture and roles persons have working for a fire department. Intern shall not participate in firefighting activities where conditions are immediately dangerous to life or health.
 - c. Satisfy academic performance requirements set by the City and recommended by the Technical College to remain in the internship and remain eligible for tuition payment or reimbursement.
 - d. Follow and fully comply with the policies and procedures of the City and the directives of the Fire Department member overseeing Intern’s activities.
- 4. City Responsibilities.** The City shall cooperate with Intern in the performance of the services and duties described in this Agreement. The City shall provide Intern with the learning materials, uniforms, mileage and pay the course fees necessary for Intern to receive State of Wisconsin Firefighter I

certification and Emergency Medical Technician—Basic licensure, as well as a classroom-type environment where Intern will receive training. City shall also provide hands-on, on-site training and mentoring opportunities at Fire Station 1 and other locations in the City of Waukesha as further described in paragraph 3 of this Agreement. The City shall provide Intern with access to fitness equipment at the fire stations and, at times approved by the Shift Commander or Officer in Charge, access to the Candidate Physical Ability Test course. The City shall reimburse Intern for the cost of meals while Intern is working at a fire station for any shift comprising 4 or more hours in length; such reimbursement shall not exceed \$10 per day.

4. **Term.** The term of this internship begins on _____ and ends _____.

5. **Volunteer Hours.** Intern shall provide the services described in this Agreement for a minimum of approximately 12 hours per month at the City of Waukesha Fire Department. Specific work times shall be scheduled at mutually agreeable dates and times determined by the parties, taking into consideration the need to accommodate Intern’s academic commitments. Intern shall notify the City at least 2 hours in advance if Intern cannot attend a previously agreed-upon particular work date and time by calling On-Duty Shift Commander at (262) 524-3669.

6. **Worker’s Compensation.** While Intern is engaging in the services and duties described in this Agreement, Intern is considered an agent of the City. Intern is also considered an “employee” as that term is defined by the Wisconsin Worker’s Compensation Act, Wis. Stat. §102.07, and shall be covered by the City’s worker’s compensation insurance while engaging in the services and duties described in this Agreement.

7. **Training Course Reimbursement.** The City shall pay Intern’s tuition costs to obtain Firefighter II and Fire Inspector certification at a Wisconsin State Technical College if Intern remains in the internship program after completion of Firefighter I certification training described in paragraph (3)(a) of this Agreement. The parties agree payment of these tuition costs does not alter Intern’s status as an unpaid intern and volunteer. *See* 29 CFR §553.106.

8. **Termination.** This Agreement may be terminated upon written notice if Intern breaches the Agreement or if the Fire Chief determines in the best exercise of their discretion to terminate Intern’s participation in the program. Intern must return all materials received from the City no later than 30 days following termination. If the Agreement was terminated due to Intern’s breach of the Agreement, Intern shall reimburse the City for the expenses the City incurred prior to termination, including repayment of any course fees incurred. Upon termination, Intern shall no longer be eligible for training course reimbursement under paragraph 7 of this Agreement.

9. **Indemnification.** Intern shall indemnify and hold the City, the City’s officers, employees and agents, harmless from any and all damages, causes of action, judgments, obligations and all other liabilities arising from or connected in any way with Intern’s performance of the services and duties described in this Agreement.

10. **Notices.** Written notice required by this Agreement shall be affective upon mailing. Notices to the City shall be mailed to Fire Chief Steven Howard, 130 West St. Paul Avenue, Waukesha, WI 53188.

Notices to Intern shall be mailed to:

11. Amendments. No amendments, additions, or changes of any kind to this Agreement will be valid unless in writing and signed by all of the parties to this Agreement.

12. Assignment. Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party.

13. Severability. If any term of this Agreement is unenforceable under law for any reason, then to the extent the unenforceable term can be severed from the remainder of this Agreement without affecting the enforceability of the remainder of this Agreement or substantially frustrating its purpose, it shall be so severed, and the remainder of this Agreement shall remain in effect and enforceable.

14. Governing Law and Jurisdiction. This Agreement will be construed and enforced according to the laws of Wisconsin. The parties agree that if a lawsuit is necessary with respect to this Agreement, it will be filed in the Circuit Court for Waukesha County, Wisconsin. The parties consent to personal jurisdiction in Wisconsin, and waive all jurisdictional defenses.

Intern:

Date: _____

Print name: _____

City of Waukesha:

By: _____

Date: _____

Steven Howard, Fire Chief