



Student Intern Services Agreement

This Agreement is entered into by and between *Del Paso Manor Water District*, (Client) and University Enterprises, Inc. (Contractor), for the *California Intern Network*.

Purpose

University Enterprises, Inc. (UEI), a California 501(c)(3) non-profit auxiliary organization, shall recruit and employ the requested student expertise on behalf of *Del Paso Manor Water District* (Client), a for-profit company, in accordance with the terms, conditions and understandings hereafter specified.

Term of Agreement:

The term of this Agreement shall be renewed automatically for additional successive one-year incremental terms unless notice of intention *NOT* to renew is provided to Contractor. Any termination notice must be provided to the non-terminating party in writing with thirty (30) days prior notice.

This Agreement has been executed by the parties hereto.

Contractor: **University Enterprises, Inc.**

Client:

Del Paso Manor Water District

x

x

Date: _____

Date: _____

By: Monica F. Kauppinen, Director
CA Intern Network

By: Debra Sedwick
General Manager

Address: 6000 J Street
Bookstore Bldg., Suite 3400
Sacramento, CA 95819-6111

Address: 1817 Maryal Drive Ste. 300,
Sacramento, CA 95864

Federal ID # 94-1337638

Federal ID #94-6028224

SCOPE OF WORK

- Provision of Services.** UEI shall provide student employment services for Client for the requested level and number of student interns in accordance with the agreed upon duties and qualifications including any specific requests for educational institutions or fields of study. Student interns are considered part-time, temporary employees of UEI. UEI shall maintain personnel and payroll records; compute wages, allowable benefits and any withholding or contributions in accordance with the appropriate federal, state or local ordinances; remit these holdings or contributions to the proper governmental authorities; provide workers compensation insurance coverage; track paid sick leave; and handle unemployment and workers' compensation claims.
- Selection and Supervision.** Client shall interview and select the students for placement in various kinds of activities and given assignments by Client. Student assignments will be chosen to optimize the benefit to the Client's participating program division while providing "hands-on" experience for each selected student. Client and staff will provide guidance and direction to the selected student interns.
- Student Requirement.** Undergraduate students must be enrolled in a minimum six (6) semester units or nine (9) quarter units and graduate students must be enrolled in a minimum of four (4) semester units or six (6) quarter units. They must remain enrolled and in good standing (not on academic probation) for the duration of employment through this Agreement.
- Service Location(s):** Services shall primarily be performed at 1817 Maryal Drive, Suite 300, Sacramento, CA location and will be specified at the time of hire. Client shall provide a safe worksite and information, training or safety equipment with respect to any hazardous substances or conditions to which the student may be exposed at the work location.
- Service Hours:** It is anticipated that services shall be provided during normal working hours, Monday through Friday or otherwise specified.
- Project Representatives:** Either of the contracting parties may make changes to the contact information by providing written notice to the other and shall not require a formal amendment to this Agreement. The project representatives during the term of this Agreement are:

Del Paso Manor Water District	CA Intern Network
Name: Debra Sedwick,	Name: Diane Stanfield
Title: General Manager	Title: Contract Officer
Telephone: (916) 487-0419	Telephone: 916-278-7645
Fax:	Fax: 916-278-4886
Email: debrasedwick@sbcglobal.net	Email: dianes@csus.edu

PAYMENT & INVOICING

- Payment.** The final pay rate for each student will be determined by the client at time of hire commensurate with the level of experience, education, and complexity of tasks. Hours shall be submitted by students to Client daily via an online time and attendance system, and approved

by Client and submitted to Contractor twice a month. Client agrees that it will not request or require that students' work any hours not recorded on a timesheet, nor will times be altered to avoid paying overtime if worked.

Actual costs for employer taxes (FICA, Worker's Comp, and State Unemployment) will be applied, and if the student attends California State University, Sacramento the FICA portion of the taxes may be waived. An administrative fee (15%) will be charged to the total direct costs. Any additional costs, such as travel reimbursements or pre-employment checks will be paid for by Client. As requested, Contractor will establish sub-accounts for any separately named divisions or departments, for which separate reporting will be provided at the time of invoice.

2. **Invoicing.** Invoices shall reflect the total hours and approved by Client for all students in a calendar month, along with the applicable taxes and indirect fees as stated above in "Payment." For services satisfactorily rendered, and upon receipt and approval of Contractor invoices, Client agrees to compensate the Contractor for the services provided in accordance with and in support of Payment Terms above. Client agrees to reimburse the Contractor no later than thirty (30) days after receipt and approval of Contractor invoices.

Invoices shall be submitted no more than monthly, in arrears, and shall provide supporting documentation properly detailing all charges, expenses, direct and indirect costs. Invoices submitted by Contractor and payments submitted by Client shall identify this Agreement number.

Invoices shall be sent to:

Accounts Payable:
Del Paso Manor Water District
1817 Maryal Drive, Ste. 300
Sacramento, CA 95864
Attn: Lori Hensley

Payments shall be sent to:

University Enterprises, Inc.
Accounts Receivable
Business Services Division
6000 J Street, Bookstore Bldg., Ste. 3700
Sacramento, CA 95819-6063

GENERAL TERMS & CONDITIONS

1. **Transferability.** This Agreement or any of its rights, obligations, terms or conditions are not transferable and may not be assigned by either of the contracting parties without the express written consent of the other party.
2. **Indemnification/Hold Harmless**
 - a. To the extent permitted by law, Contractor agrees to defend, indemnify and hold Del Paso Manor Water District harmless of and from any and all claims, losses and liabilities to the extent caused by the negligence, gross negligence, recklessness or willful misconduct of Contractor, students provided by Contractor, or by Contractor's breach of this Agreement.
 - b. To the extent permitted by law, Client agrees to defend, indemnify and hold Contractor and its agents, representatives, and employees (Contractor Indemnitees) harmless against any and all claims, losses and liabilities to the extent caused by the negligence, gross negligence, recklessness or willful misconduct of Client or Client's officers, employees, or authorized agents, or by Client's breach of this Agreement. Client further agrees, notwithstanding any indemnification obligation under subsection (a) above, to defend, indemnify and hold any Contractor Indemnitee harmless against any and all claims, losses

and liabilities including any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized, that arise from (1) infringement of any intellectual property right, except with respect to any Intellectual property owned and independently developed by Contractor, (2) the acts or omissions of any Student taken at Client's direction or Client's failure to supervise any Student in accordance with its obligations under **Scope of Work (2)**, or **General Terms and Conditions (7)** use of any vehicle, regardless of ownership, by any Student.

- c. Unless expressly provided herein, neither party shall be liable for or required to indemnify the other party for any incidental, consequential, exemplary, special or punitive damages including lost profit, regardless of how characterized and even if such party has been advised of possibility of such damages, which arise from the performance of this Agreement or in connection with this Agreement, and regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise).
 - d. The parties agree that this **paragraph 2** is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other. The parties each agree to promptly inform the other after its receipt of any claim, demand or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand or notice, provided, however, that the indemnitee shall have the right to approve the indemnitor's selection of counsel, such approval not to be unreasonably withheld.
3. **Independent Contractor.** Contractor shall render all services provided herein as an independent contractor and not as an employee or agent of the Client
 4. **Notification of Complaints and Incidents.** Client agrees to immediately inform Contractor of all formal and informal complaints, allegations, accidents, or incidents relating to any student intern misconduct or workplace safety violation of which Client becomes aware, regardless of the source, including but not limited to, allegations of sexual harassment, discrimination, violations of the Occupational Safety and Health Act, or threats of violence. To the extent commercially reasonable, Client shall provide a complete and accurate disclosure of all circumstances surrounding such matters.
 5. **Mutual Cooperation.** Both parties to this Agreement agree to cooperate fully and to provide assistance to each other in the investigation and resolution of any complaints, claims, actions or proceedings which may be brought by or involve any student intern. The parties agree to immediately notify each other of any injury or accident occurring while students are performing work for Client and any claim for workers compensation benefits involving the students.
 4. **Cancellation Notice.** This Agreement can be cancelled, without cause, by either of the contracting parties with a minimum of thirty-(30) day's written notice to the other. Although every effort will be made to cancel all obligations, Contractor will be responsible for honoring costs that were unable to be cancelled in the time allotted.
 5. **Amendment.** This Agreement may be changed or altered only through formal written amendment. Signatures of both contracting parties are required.
 6. **Subcontracts.** No subcontracts may be used in the performance of this Agreement.

7. **Operation of Vehicle.** Any student allowed to operate a vehicle in the normal course of their work assignments under this Agreement must possess and present a valid California operator's license (in good standing) and proof of insurance. Students under 18 years of age are not permitted to operate a business vehicle at any time.

8. **Safety and OSHA Compliance.** As Client controls the facilities in which the students work, Client is primarily responsible for compliance with the Occupational Safety and Health Act (OSHA) and comparable state laws. Contractor will, at the request of Client, instruct its employees on general safety matters in accordance with information provided to Contractor by Client.