

**SJW Inc.
SPONSOR AGREEMENT**

THIS AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2014, by and between City of Portland, by and through its Bureau of Parks & Recreation, a municipal corporation, ("Sponsor"), and the SJW Inc., an Oregon not-for-profit corporation and wholly owned subsidiary of DE LA SALLE NORTH CATHOLIC ("DLSNC"). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. SJW INC. SERVICES. Pursuant to the terms of this Agreement, Sponsor agrees to retain SJW Inc. to provide a total of ____ 1 ____ work/study positions and SJW Inc. agrees to provide Sponsor with such work/study positions. Each such work/study position shall equal approximately full-time service during a ten (10) month period. A more detailed description of the work/study positions to be provided to Sponsor is set forth on Addendum A attached hereto and incorporated herein by this reference. Sponsor recognizes that SJW Inc. has been organized for educational purposes and that such purposes are of primary importance in SJW Inc.'s performance under this Agreement.

2. WORK/STUDY POSITIONS. SJW Inc. agrees to furnish to Sponsor a total of four (4) students for each of the work/study positions to be provided hereunder. SJW INC. shall endeavor to provide individuals who are duly qualified and skilled in the areas in which their services are to be utilized. SJW INC. will consult with Sponsor in filling the work/study positions, but SJW INC. retains the right to determine which students will fill them. Sponsor has no right to approve this determination, but may reject any student so furnished, if Sponsor is dissatisfied with that student's performance. SJW INC. retains the right to substitute students for any work/study position from time to time, if necessary.

3. SJW INC. ADMINISTRATION AND SUPERVISION. To the extent permitted by applicable law, SJW INC. shall be the employer of the students.

- a. SJW INC. has the exclusive right to exercise all supervision and control over the students including, without limitation, the exclusive right:
 - i. To supervise through SJW INC. personnel or agents the students' performance of their duties under criteria established by SJW INC.;
 - ii. To monitor each student's compliance with his or her job description;
 - iii. To supervise the conduct and appearance of the students;
 - iv. To reprimand, suspend, terminate or otherwise discipline students;
 - v. To set each student's compensation; and
 - vi. To determine and control all other conditions incidental to SJW INC.'s employment of the students.
- b. SJW INC. shall pay all required state, federal or local employment withholding taxes for the work/study positions.
- c. SJW INC. shall be solely responsible for providing any employment benefits to students in the work/study program.

4. SPONSOR PARTICIPATION IN STUDENT MANAGEMENT. Pursuant to the terms of this Agreement, Sponsor shall have the right to direct students in their day-to-day performance of the work/study positions, subject to SJW INC.'s rights as hereinabove described.

- a. Sponsor further agrees:

- i. To provide reasonable cooperation with SJW INC. during its periodic student performance evaluations;
 - ii. To promptly report any student performance deficiencies or problems of any kind directly to SJW INC. so that SJW INC. may immediately investigate and, if necessary, correct any such deficiencies or problems;
 - iii. To cooperate fully with SJW INC. regarding any labor or other regulatory requirements including, but not limited to, retaining copies provided by SJW INC. of individual student work permits at Sponsor's work place;
 - iv. Not to discriminate in Sponsor's treatment of students based upon age, race, sex, religion or nationality and shall conform to all applicable labor laws;
 - v. To provide students with a reasonable number of break periods during the work day for meals and rest, commensurate with the number of such periods Sponsor normally provides for its employees;
 - vi. To comply with all applicable federal, state and local rules and regulations, including without limitation any labor and employment rules and regulations; and
 - vii. To ensure that the work/study positions provided by Sponsor will not vary substantially from those described in Addenda A.
- b. Sponsor acknowledges and agrees that because SJW INC.'s primary purpose is education and because the work/study program is intended to further that purpose, Sponsor shall endeavor, to the extent possible without interfering with Sponsor's business operations or efficiency, to afford educational opportunities in the work place.

5. TERM, EXTENSION, AND TERMINATION.

- a. Term and Extension: The term of this Agreement shall commence on August 1st of the year first set forth above and shall remain in full force and effect until July 31st of the following year (the "Term") and shall continue for successive one year Terms until Sponsor notifies SJW INC. in writing of its election to terminate this Agreement, such notice to be delivered to SJW INC. by June 1st of the then current Term year, unless sooner terminated as provided herein.
- b. Termination: This Agreement may be terminated by either party upon thirty (30) days' written notice. The termination of this Agreement for any reason shall not in any way relieve Sponsor of its obligation to pay SJW INC. for all amounts owing pursuant to the terms of this Agreement through the date of termination.

6. FEE. Sponsor shall pay to SJW INC. a total of Twenty Seven Thousand Two Hundred and Ninety-five Dollars (\$27,295) for each work/study position, in accordance with the schedule attached hereto as Addendum B. Sponsor acknowledges that any and all payments made pursuant to this Agreement are not charitable donations and Sponsor agrees not to characterize them as such.

7. INSURANCE. Sponsor and SJW INC. agree to maintain insurance coverage as follows:

- a. SJW INC. shall furnish and keep in full force and effect at all times during the term of this Agreement:
 - i. Workers' Compensation insurance covering all students filling work/study positions under the term of this Agreement, to a limit of One Million Dollars (\$1,000,000) per accident for Coverage B;
 - ii. Comprehensive general liability insurance with a limit of One Million Dollars per occurrence. Sponsor shall be named as an additional insured on the policy. SJW INC. will provide a certificate of insurance and the additional insured endorsement upon request, and

- ii. Comprehensive automobile liability insurance covering all SJW INC. and DLSNC vehicles used for the transport of students to and from Sponsor's work place with a limit of One Million Dollars (\$1,000,000) per occurrence.
- b. The parties acknowledge that the Sponsor is self insured as to general liability. Sponsor will provide a certificate of insurance upon request.
- c. Any failure on the part of the School to insist upon the receipt of Certificates of Insurance and applicable endorsements is not a waiver of any rights that the School has under this paragraph.

8. NOTICE TO PARTIES. All notices required or permitted to be served pursuant to this Agreement shall be given or made in writing and shall be served personally or mailed by prepaid certified U.S. mail

to Sponsor at: Portland Parks & Recreation

1120 SW 5th Ave., Room 1302

Portland, OR 97204

Attn: Margaret Evans

to SJW INC. at: SJW INC.

c/o Michael Jacobson, Director
7528 North Fenwick
Portland, Oregon 97217-0247

if to SJW INC.,

with a copy to: DE LA SALLE NORTH CATHOLIC HIGH SCHOOL

c/o Matthew D. Powell, President
7528 North Fenwick
Portland, Oregon 97217-0247

Any notice given in accordance with the provisions of this section shall be deemed to be effective, if delivered, on the date of such delivery, or if by mail, upon the second day following the date of such mailing. Each party must give notice to each of the other parties of a change of its address for the purpose of giving notice under this section.

9. SPONSOR EMPLOYMENT OF STUDENTS.

- a. Part-Time Employment: Sponsor agrees that Sponsor may directly hire any student supplied by SJW INC. on a part-time basis, separate and apart from that student's participation in the work/study program, but only to the extent that such student's combined work hours plus time participating in the work/study program does not exceed sixteen (16) hours per week or the maximum permitted by law, whichever is less.
- b. Full-Time Employment: Sponsor further agrees that Sponsor may not directly hire any student supplied by SJW INC. on a full-time basis until the first to occur of either:
 - i. graduation of that student from college; or,
 - ii. a period of not less than one (1) year from the last day such student participated in the work/study program; or,
 - iii. a mutual agreement is reached between SJW INC. and that sponsor

- c. Sponsor Employment: In the event that Sponsor hires any student supplied by SJW INC. on a part-time or full-time basis during the term of this Agreement, Sponsor agrees that any such services are considered outside the scope of this Agreement and Sponsor shall retain any and all liability covering the performance of such services, including without limitation any related employment taxes or benefits.

10. INDEMNIFICATION.

- (a) Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution Article XI, Section 9, Sponsor, for itself and for any person who may claim by or through it, shall indemnify, defend and hold harmless, and hereby releases and forever discharges SJW INC., DLSNC, and all their past, present, former and/or future shareholders, officers, directors, trustees, employees, agents, attorneys, divisions, parents, subsidiaries, affiliates, successors, administrators, executors, and assigns or insurers, from any and all claims or causes of action, liability, loss, cost or expense of any kind or nature, including attorney's fees, arising from or in connection with:
- (i) Charges of discrimination made by a student against Sponsor for acts relating to Sponsor's treatment of student.
 - (ii) Any and all liability claims or damages arising from Sponsor's violations of, or practices inconsistent with, applicable federal, state, and local health, safety and environmental regulations regarding Sponsor's work place; and Sponsor shall make its premises available for inspection by SJW INC.'s workers' compensation insurer;
 - (iii) Any breach by Sponsor of any representation, covenant, agreement or undertaking under this Agreement.
- (b) SJW INC., for itself and for any person who may claim by or through it, shall indemnify, defend and hold harmless, and hereby releases and forever discharges Sponsor and its past, present, former and/or future shareholders, officers, directors, trustees, employees, agents, attorneys, divisions, parents, subsidiaries, affiliates, successors, administrators, executors, and assigns or insurers, from any and all claims or causes of action, liability, loss, cost or expense of any kind or nature, including attorney's fees, arising from or in connection with:
- (i) any and all liability claims or damages arising from SJW INC.'s violations of, or practices inconsistent with applicable federal, state or local laws, rules and regulations; and
 - (ii) any breach by SJW INC. of any representation, covenant, agreement or undertaking under this Agreement.

11. ENTIRE AGREEMENT. This Agreement, including the Addenda attached hereto, contains the entire agreement between the parties regarding the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by both Sponsor and SJW INC.

12. SEVERABILITY. If any provision of this Agreement or its application to any person or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or such circumstance other than to those as to which it is so determined invalid and unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. ASSIGNABILITY. Neither party may assign or transfer this Agreement, or any rights pursuant thereto, without the prior written consent of the other party.

14. WAIVER. Failure of either party at any time to require performance by the other party hereto or to claim a breach by such other party of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor shall it diminish the effectiveness of this Agreement, nor any part hereof, nor prejudice the party with respect to any subsequent action.

15. TIME OF THE ESSENCE. Time is of the essence with regard to all dates provided herein for performance of any obligation by all parties.

16. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

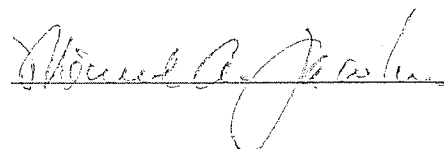
17. PARAGRAPH HEADINGS. The paragraph headings of this Agreement are for reference only and shall not be considered in the interpretation of the Agreement.

18. EXECUTION COPIES. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Portland SJW Inc.,
an Oregon not-for-profit corporation

By: _____
(Signature)

By: 

(Printed Name)

Michael Jacobson
Director, Corporate Internship Program

its _____
(Title)

APPROVED AS TO FORM


CITY ATTORNEY 8/20/14

ADDENDUM A

DESCRIPTIONS OF WORK/STUDY POSITIONS

Work/Study Position Title: _____

Primary Work/Study Location: _____

Immediate Supervisor

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Work/Study Responsibilities:

1. _____
2. _____
3. _____

Required/Desired Skills (e.g., word-processing):

1. _____
2. _____
3. _____

Most Important Performance Criteria:

1. _____
2. _____
3. _____

Will students be required to leave the work place at any time (please circle)?

Yes

No

If "Yes" please describe: _____

Sponsor agrees to provide to the students any applicable instructions regarding company rules, regulations or policies, including any applicable safety instructions.

2014-2015 PAYMENT SCHEDULE

The SJW Inc. offers three different payment schedules for the convenience of its Sponsors. The payment schedules listed below represent a single sponsored position. If you have sponsored more than one position, multiply your payment(s) by the number of positions sponsored. Please review the Payment Plans below, select one, sign this form and return it with your first payment to:

SJW Inc.

7528 N. Fenwick Avenue
Portland, OR 97217-0247

	Plan I (1 payment of \$27,295	Plan II (3 payments of \$9,098*)	Plan III (10 payments of \$2,729.50)
Schedule:			
September 1	\$27,295	\$9,098	\$2,729.50
October 1			\$2,729.50
November 1			\$2,729.50
December 1		\$9098	\$2,729.50
January 1			\$2,729.50
February 1			\$2,729.50
March 1		\$9,099*	\$2,729.50
April 1			\$2,729.50
May 1			\$2,729.50
June 1		*rounding correction	\$2,729.50

Payment Choice: (Please circle one.)	Plan I	Plan II	Plan III
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If your company would like to make electronic payments, please check the box below and use the following routing information:

☐ St. Joseph the Worker Corporate Internship Program Inc.

Bank: Wells Fargo Bank

Routing#: 123006800

Account#: 3258156482

Email Confirmation: jstanclift@dlsnc.org

Signed:

Name

Date

Position

Firm

Send Invoices to:

Contact Name

Billing Address

City, State Zip

Phone Number

Email

PO # (if required)