



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale
City of Hemet • City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco
City of Perris • City of Riverside • City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District
Western Municipal Water District • Riverside County Superintendent of Schools

EMPLOYMENT AGREEMENT WITH THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, CITY OF XXX, AND FIRST NAME LAST NAME

This Agreement (the "Agreement"), dated as of **Month Day, Year**, is between the Western Riverside Council of Governments ("WRCOG") a California public agency, **the XXX (the "Host Agency")**, and **FELLOW NAME**, ("Employee"), an individual. Employee, WRCOG, and Host Agency are sometimes referred to in this Agreement as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the WRCOG Public Service Fellowship Program is a professional development opportunity designed to provide undergraduate, graduate students and recent graduate students hands-on policy experience in local agencies in Western Riverside County, and WRCOG desires to employ Employee to participate in that Program ("Fellowship Program"), and

WHEREAS, the Host Agency is a local agency in Western Riverside County who has agreed to have participants in the Fellowship Program placed with their Agency and to provide the participants with hands-on policy experience at their Agency; and

WHEREAS, Employee desires to participate and accept position in the Fellowship Program, and

WHEREAS, it is the desire of WRCOG, the Host Agency, and Employee to set forth certain benefits, establish certain conditions of employment and to set certain working conditions.

AGREEMENT

NOW, THEREFORE, the above-named Parties hereby mutually agree and promise as follows:

1. **Term of Employment.** WRCOG shall employ Employee from the agreed upon start date, as determined by WRCOG, the Host Agency, and the Employee, for up to 30 hours per week for a maximum of 960 hours total. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of WRCOG to terminate the service of Employee at any time, subject only to the provisions set forth in Section 5 below.
2. **Host Agency Sponsorship.** The Host Agency recognizes its financial responsibility for the Employee cost at one of the following rates:
 - 100% Host Agency Sponsored (\$20,000.00)
 - 50% Host Agency Sponsored (\$10,000.00)

The Host Agency shall remit the entire amount owed (i.e., \$20,000.00 or \$10,000.00) for the Employee to WRCOG prior to the first day that the Employee begins working for the Host Agency. In the event of an early departure by the Employee from the Fellowship Program, i.e., prior to the attainment of 960 hours, WRCOG will conduct a prorated assessment to determine the outstanding hours unfulfilled by the Employee. Subsequently, WRCOG shall remit reimbursement to the Host Agency for the outstanding unfulfilled hours.

3. Position and Responsibilities.

- (a) Employee. Employee accepts employment with WRCOG and shall perform all services appropriate to that position, as well as such other services consistent with the Fellowship Position as may be assigned by WRCOG and the Host Agency. Employee shall devote Employee's best efforts and full-time attention to the performance of his / her duties. Employee agrees to abide the terms of condition of any and all employment handbooks and/or policies of WRCOG and the Host Agency.
- (b) WRCOG. WRCOG shall be the employer and shall be responsible for payment of Employee's compensation and the administration of Employee's employment.
- (c) Host Agency. Host Agency shall assign duties to Employee in accord with the goals and purpose of the Fellowship Program and shall mentor, monitor and supervise Employee's performance on a day-to-day basis. Host Agency shall be responsible for providing Employee with a workspace and with all necessary technology in order to perform the duties assigned by Host Agency to Employee.

4. Compensation and Benefits.

- (a) Compensation. WRCOG shall pay Employee an hourly rate of twenty dollars (\$20.00), in accordance with WRCOG's regularly established policies for payroll distribution.
- (b) Benefits. Employee is not entitled to receive any benefits, such as medical, dental, or vacation. Employee will be entitled to receive sick leave benefits pursuant to the California Paid Sick Leave Act, which benefits may be used after Employee's 90th day of employment.

5. At-Will Employment.

- (a) At-Will. WRCOG, the Host Agency, and Employee expressly agree that the employment relationship created by this Agreement is "at-will" and that Employee serves at the will and pleasure of WRCOG. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of WRCOG to terminate, without cause or right of appeal or grievance, the services of the Employee at any time.
- (b) Termination Obligations. Employee agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to WRCOG and the Host Agency and shall be returned promptly to WRCOG and the Host Agency upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

6. Indemnification of Host Agency. WRCOG shall, to the fullest extent permitted by law, indemnify and hold harmless Host Agency from and against any and all claims, actions, or causes of action of any kind for which Host Agency may be held liable and which arise out of or related to Employee's performance of his job duties provided (1) Host Agency acted in good faith at all times and (2) Host Agency's actions, or failures to act, giving rise to the liability, occurred within the course and scope of his employment.

7. **Proprietary Information.** "Proprietary Information" is all information and any idea pertaining in any manner to the business of WRCOG and the Host Agency (or any WRCOG or Host Agency affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of WRCOG and the Host Agency in the course of his or her employment or otherwise produced or acquired by or on behalf of WRCOG and the Host Agency. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of WRCOG and the Host Agency organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During employment by WRCOG, Employee shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of WRCOG and the Host Agency and as is necessary to perform his job responsibilities under this Agreement. Following termination, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of WRCOG and the Host Agency. Employee's obligations under this Section shall survive the termination of employment and the expiration of this Agreement.
8. **Notices.** Any notice or other communication under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to WRCOG and the Host Agency at the address below, or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify WRCOG and the Host Agency in writing of any change in his / her address. Notice of change of address shall be effective only when done in accordance with this Section.

WRCOG's Notice Address:

Western Riverside County of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Kurt Wilson, Executive Director
Phone: 951-405-6700

Host Agency's Notice Address:

City of XXX
Address
City, CA Zip code
Attn: Name, Title
Phone: xxx

Employee's Notice Address:

Name
Address
City, CA Zip code

9. **Action.** All actions required or permitted to be taken under this Agreement by WRCOG and the Host Agency, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by WRCOG and the Host Agency or by its representative specifically authorized in writing to fulfill these obligations under this Agreement.

10. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.
11. Acknowledgment. All Parties acknowledge that they had the opportunity to consult legal counsel in regard to this Agreement, that they read and understood this Agreement, that they are fully aware of its legal effect, and that they entered into it freely and voluntarily and based on their own judgment and not on any representations or promises other than those contained in this Agreement.
12. General Provisions.
 - (a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended in writing and signed by all Parties.
 - (b) Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
 - (c) Modification. Any modification to this Agreement will be effective only if it is in writing and signed by all Parties.
 - (d) Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power at all or any other times.
 - (e) Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him / her without the prior written consent of WRCOG and the Host Agency. Any attempt at assignment or transfer in violation of this provision shall, at the discretion of WRCOG and the Host Agency, be null and void and may be considered a material breach of this Agreement.
 - (f) No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.
 - (g) Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.
 - (h) Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

- (i) Venue. The venue for any litigation to interpret or enforce this Agreement shall be in the Riverside Superior Court. The Parties have duly executed this Agreement as of the date first written above.

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

APPROVED AS TO FORM:

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

CITY OF xxx

By: _____
Dr. Kurt Wilson, Executive Director

By: _____
TITLE

EMPLOYEE NAME

By: _____

By: _____
General Counsel for WRCOG
Best Best & Krieger LLP

Draft