

# South Bay Cities Council of Governments

August 24, 2023

TO: SBCCOG Board of Directors  
FROM: Michael Jenkins, Legal Counsel  
SUBJECT: Employment Agreement with Executive Director

## BACKGROUND

The SBCCOG has been administered since May 1998 by the firm of Jacki Bacharach & Associates (JB&A) pursuant to an Executive Director Services Agreement by which JB&A has made Jacki Bacharach available to serve the SBCCOG as its Executive Director. JB&A has in turn engaged other persons to serve the SBCCOG as independent contractors.

It is recommended that the Board modify the method by which the SBCCOG is administered by:

1. Engaging Jacki Bacharach as its Executive Director by way of an employment agreement, effective September 1, 2023, a copy of which is attached to this report; and
2. With JB&A's consent, terminating the agreement with JB&A as of September 1, 2023 by way of approving the termination agreement attached to this report.

The principal terms of the proposed employment agreement are as follows:

1. Term: Through June 30, 2026
2. Salary: \$195,000 per annum
3. Vacation: Initial one-time credit of 80 hours; 240 hours per year, subject to certain cash-out requirements
4. Other Benefits: Correspond to those provided to other SBCCOG employees
5. At will: The Executive Director is an at will employee and may be discharged at any time without cause, subject to payment of six months' salary as severance.

Certain persons currently engaged by JB&A as independent contractors to serve the SBCCOG will in turn also be engaged as SBCCOG employees pursuant to employment agreements approved by the Executive Director and in conformance with the Governing Board's approved budget. Other persons currently engaged by JB&A as contractors will be retained directly by the SBCCOG as independent contractors, in that they have their own corporate entities, serve other clients and serve the SBCCOG on a parttime basis.

It is further recommended that the Board at its September regular meeting adopt the amendment to the SBCCOG Bylaws shown in the attachment to this report, which would have the effect of requiring that any modification to the SBCCOG Employee Policy Manual that increases costs or

increases employee compensation or benefits is subject to Board approval. All proposed amendments to the Bylaws must be provided to the Board one month prior to adoption.

Finally, staff plans to return to the Board with miscellaneous modifications to the Employee Policy Manual at its meeting in September. One such modification will correspondingly require Board approval of any amendment to the Manual that increases costs or employee compensation or benefits.

#### RECOMMENDATION

Approve the Executive Director Employment Agreement with Jacki Bacharach and the Recission and Termination of Executive Director Services Agreement, both attached to this report.

#### STEERING COMMITTEE RECOMMENDATION

In the Employee Manual, there is no sick leave provided for the first 30 days of employment. The Steering Committee recommends that the Board approve the Employment Agreement with Jacki Bacharach with the following change:

##### 6.3 Sick Leave

Upon commencement of employment, Employee will be credited with three days of sick leave after which time Employee shall be entitled to sick leave benefits in the same manner as such benefits are received by other SBCCOG full-time employees.

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS  
EXECUTIVE DIRECTOR  
EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is entered into this 1<sup>st</sup> day of September, 2023, by and between the South Bay Cities Council of Governments (hereinafter referred to as the "SBCCOG") and Jacki Bacharach (hereinafter referred to as "Executive Director"). The SBCCOG and Executive Director are sometimes referred to in this Agreement as "Party" and collectively as "Parties."

**R E C I T A L S**

A. SBCCOG desires to engage the services of Executive Director and Executive Director desires to accept employment as Executive Director of the South Bay Cities Council of Governments.

B. The SBCCOG Governing Board desires to:

(1) Encourage the highest standards of fidelity and public service on the part of Executive Director;

(2) Secure and retain the services of Executive Director and to provide inducement for her to remain in such employment;

(3) Provide a just means for terminating Executive Director's services at such time as she may be unable fully to discharge her duties, or when SBCCOG may desire otherwise to terminate her employment.

C. The parties further desire to establish certain benefits and certain conditions of Executive Director's employment.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter contained the parties agree as follows:

**1. Term.**

This Agreement shall be deemed effective for a beginning September 1, 2023 ("Effective Date") and continuing until June 30, 2026, ("Term"), and shall remain in effect unless terminated earlier in accordance with Section 9 or extended in writing after approval by both Parties.

**2. Duties.**

2.1 Executive Director shall perform the duties set forth in Section 12 of the SBCCOG Fourth Amended and Restated Joint Powers Agreement dated August 25, 2011 and Article IV of the SBCCOG Bylaws, the job description set forth in Exhibit A attached hereto and incorporated

herein by reference and such other legally permissible and proper duties and functions as the Governing Board (hereinafter “Board”) may from time to time assign. Executive Director is employed on a fulltime basis and shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee’s duties.

2.2 Executive Director shall generally work when SBCCOG offices are open for business as determined by the Board. In addition, Executive Director's duties may involve expenditures of time in excess of forty (40) hours per week, and will also include time outside normal office hours such as attendance at evening or weekend meetings. Executive Director shall be exempt from paid overtime compensation and from Fair Labor Standard Act work hours restrictions and may modify her schedule within reason to adjust for attendance at meetings at night and during other times outside of ordinary business hours,

### **3. Salary.**

#### 3.1 Monthly Salary

Executive Director’s monthly salary shall be Sixteen Thousand Two Hundred Fifty Dollars and no cents (\$16,250.00) per month effective July 1, 2023 payable in installments at the same time as other employees of the SBCCOG are paid.

#### 3.2 Salary Adjustments

Executive Director shall not be entitled automatically to receive cost of living adjustments afforded to SBCCOG’s other employees but the Board may in its discretion take the cost of living index into consideration when adjusting Executive Director’s compensation. At the time of her annual performance evaluation, or at any other time desired by the Board, SBCCOG agrees to evaluate Executive Director’s salary and/or the benefits Executive Director receives under this Agreement and to make modifications in such amounts and to such an extent as the Board in its discretion may determine that it is desirable to do so based on Executive Director’s performance and such other information as Executive Director may submit as she deems relevant to this determination. Any changes in salary and/or benefits must be approved by the Board as a non-consent agenda item at a public meeting.

### **4. Performance Evaluation.**

On or about the six-month anniversary of the commencement of this Agreement, the Board and the Executive Director shall mutually establish performance goals for the balance of the first year of Executive Director’s service. Thereafter, the Board shall conduct an annual performance evaluation of the Executive Director to be completed by May 31 of each year during the Term. The annual performance evaluation shall include establishment of performance goals for the following year. In the annual evaluation, the Board and the Executive Director shall jointly define such goals and performance objectives that they determine necessary for the proper operation of the SBCCOG and for the attainment of the Board’s policy objectives and shall further establish a relative priority among those goals and objectives. Notwithstanding the

foregoing, the Board may evaluate the Executive Director and provide her with a written evaluation at any time.

## **5. Retirement and Medical Benefits.**

The Executive Director shall be entitled to participate in the SBCCOG's 457(b) deferred compensation retirement plan, life insurance plan and medical benefits as same as are provided to other SBCCOG full-time employees.

## **6. Paid Leave Time**

### **6.1 Vacation**

Upon commencement of employment, Executive Director will be credited with 80 hours of vacation, after which time Executive Director shall accrue 240 hours of paid vacation leave per year during the term of this Agreement. Executive Director may elect to cash out unused vacation in excess of eighty (80) hours at any time; accrued vacation in excess of four hundred (400) hours will be automatically cashed out at Executive Director's then current base salary. Executive Director shall be compensated for unused vacation leave upon separation.

### **6.2 Holidays**

Executive Director shall be entitled to the same number of paid holidays per year as provided to other SBCCOG full-time employees.

### **6.3 Sick Leave**

Upon commencement of employment, Employee will be credited with three days of sick leave after which time Employee shall be entitled to sick leave benefits in the same manner as such benefits are received by other SBCCOG full-time employees.

### **6.4 Administrative Leave**

In addition to the paid leave benefits provided in Section 6.1 above, Executive Director shall be entitled to 40 hours of Administrative Leave/Comp-Time per year due to the nature of after/extra-hours meeting and events in excess of normal working days. Such leave shall not accrue from year to year. Executive Director shall not be entitled to cash out unused Administrative Leave earned under this Agreement upon separation or otherwise.

## **7. Expense Reimbursements**

Executive Director shall be reimbursed for nonpersonal and job-affiliated reasonable business expenses incurred during the performance of her duties, including mileage reimbursement at the IRS rate for use of her personal automobile for SBCCOG business (excluding commuting to and from the office) and attendance at professional meetings, conferences and training, provided such

attendance is approved or budgeted in advance. Executive Director must provide copies of receipts or other documentation to the SBCCOG Administrative Officer or designee prior to receiving reimbursement of business expenses. Executive Director shall receive a cellphone stipend of \$55/month.

## **8. Dues and Subscriptions**

The SBCCOG agrees to budget and pay for any professional dues, memberships, and subscriptions mutually deemed by the Board and Executive Director to be necessary and appropriate for the Executive Director's performance of her duties.

## **9. Termination.**

### **9.1 At-Will Employee**

Executive Director shall serve at the will and pleasure of the Board and may be terminated at any time for any reason or no reason by a vote of 50% plus one of the total voting membership of the Board taken at a regular or special meeting, as provided in Section 12 of the Fourth Amended and Restated Joint Powers Agreement. Nothing in this Agreement shall prevent the Board from terminating this Agreement and the services of Executive Director at its sole discretion at any time, subject only to the SBCCOG providing written notice to Executive Director, and complying with subsection 9.2 of this Section 9.

### **9.2 Severance**

If Executive Director is terminated by the Governing Board without cause, any time that she is still willing and able to perform the duties of Executive Director, she shall be entitled to a severance payment equal to her monthly salary multiplied by the number of months left in the Agreement term (pursuant to Government Code section 53260), up to a maximum of six months; however, such payment shall be subject to the execution by the SBCCOG and Executive Director within 30 days of her termination of a separation agreement and release of all claims by Executive Director, in a form substantially as set forth in Exhibit B attached hereto and incorporated herein by reference. The phrase termination "without cause" in this paragraph shall include a reduction in salary (other than an across-the-board reduction applicable to all senior level employees) or other financial benefits or Executive Director's resignation, if preceded by a formal request by a majority of the Board that she resign.

Notwithstanding the foregoing, in the event Employee is terminated by the Board for "cause," then the SBCCOG may terminate this Agreement immediately. Executive Director shall not be entitled to severance if she is terminated for "cause," which for purposes of this Agreement shall mean any of the following:

- a. Conviction of a felony or crime involving moral turpitude; or
- b. Conviction of a misdemeanor arising out of Executive Director's duties or performance under this Agreement; or

c. Conviction of any crime involving an “abuse of office or position” as that term is defined in Government Code section 53243.4; or

c. Misappropriation of public funds; or

d. A willful failure to carry out the duties set forth in this Agreement and/or those materially significant and legally constituted policy decisions made by the Governing Board; or

e. Any other intentional or negligent action or inaction by Executive Director that: (a) materially and substantially impedes or disrupts the operations of the SBCCOG or its organizational units; (b) is detrimental to employees or public safety; (c) violates properly established rules or procedures of the SBCCOG causing a material and substantial adverse impact on the SBCCOG; or (d) has a material and substantial adverse effect on the SBCCOG’s interests as clearly defined and delineated by properly established SBCCOG actions, policies, regulations, or resolutions.

### 9.3 Resignation.

If Executive Director desires to resign her position during the term of this Agreement, she will provide the Governing Board with at least ninety (90) calendar days' notice, in writing. The Board may opt to waive the 90 days’ notice and accept Executive Director’s resignation sooner. Such decision by the Board shall not convert Executive Director’s resignation into a termination. Except as provided in Section 9.2, resignation from employment shall not trigger any severance obligation as set forth above.

### 9.4 California Government Code section 53243.4 (Assembly Bill 1344) Compliance.

To the extent SBCCOG provides: (i) paid leave to Executive Director pending an investigation; (ii) funds for the legal criminal defense of the Executive Director; and/or (iii) a cash settlement to Executive Director related to the termination of the Executive Director pursuant to this Paragraph 9 and Government Code Section 53243 *et seq.*, Executive Director shall fully reimburse the SBCCOG for any and all amounts paid by the SBCCOG which fall within subsections (i) through (iii) of this section in the event that the Executive Director is convicted of a crime involving the abuse of her office or position.

## 10. General Provisions.

10.1 This Agreement supersedes any and all other rules of civil service or agreements, either oral or written, between the Parties hereto with respect to the employment of Executive Director by the SBCCOG and contains all of the covenants and agreements between the parties with respect to the employment of Executive Director by the SBCCOG.

10.2 Each Party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone

acting on behalf of any Party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either Party.

10.3 Any modification of this Agreement will be effective only if approved by the Governing Board and made in writing and signed by both the Executive Director and the Chair of the Board.

10.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way so long as the principal objectives of this Agreement are not thereby frustrated.

10.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.6 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.

10.7 Executive Director shall comply with Government Code § 87406.3 for a period of one year after separating from service with the SBCCOG. This section will survive termination of this Agreement.

10.8 In the event of a dispute in the interpretation or application of the provisions of this Agreement, the parties agree to consider utilization of alternative dispute resolution prior to initiating litigation.

## **11. Notices.**

All notices required herein shall be in writing and personally delivered or mailed to the following addresses, provided that addresses for such notices may be changed by any Party without an amendment to this Agreement:

SBCCOG:  
2355 Crenshaw Boulevard  
#125  
Torrance, CA 90501  
Attn: Board Chair

Executive Director:  
Jacki Bacharach  
Home Address on File

with copy to:

Best Best & Krieger  
300 S. Grand Avenue  
25<sup>th</sup> Floor

Los Angeles, CA 90071

**12. Voluntary Agreement.**

Executive Director acknowledges that she has had an opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date set forth above.

**Executive Director**

**South Bay Cities Council of Governments**

\_\_\_\_\_  
Jacki Bacharach, Executive Director

\_\_\_\_\_  
Cedric Hicks, Governing Board Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Jenkins, General Counsel

Exhibit A

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS  
EXECUTIVE DIRECTOR DUTIES**

**DUTIES:**

Subject to the direction of the Governing Board and professional ethics, the Executive Director shall: manage the operation of the South Bay Cities Council of Governments; assist the Governing Board in carrying out its role as representatives of the local governments and agency members of the SBCCOG; administer operational activities; head the SBCCOG staff team and hired consultants. Develop or assist with solutions of regional local government and special district problems, with particular emphasis on SBCCOG administrative programs, policies, and procedures.

**DISTINGUISHING CHARACTERISTICS:**

This is a single position class in which the incumbent operates within a framework of high visibility and accountability for SBCCOG operations. The incumbent reports directly to the Governing Board and must be able to meet its needs as well as operationalize policies through professional and ethical standards.

**SUPERVISION RECEIVED/EXERCISES:**

Receive policy direction from the Governing Board and its Steering Committee. Exercise direct and indirect supervision over professional and support staff. May also administer and/or supervise contract consultants.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Participate in the development and implementation of goals, objectives, policies and priorities for the SBCCOG and the Executive Director's Office.
- Enforce and administer the provisions of the By-Laws and Joint Powers Agreement of the SBCCOG.
- Adhere to the laws of the State of California and the United States of America.
- Administer the selection and training of management, analytical and administrative, staff; assume responsibility for motivating and evaluating personnel and consultant performance; provide necessary training; initiate discipline procedures as appropriate; assign work to staff and consultants; monitor work activities to ensure safe work practices, work quality and accuracy; ensure compliance to applicable rules, policies and procedures.
- Direct and coordinate SBCCOG programs with other SBCCOG member staff/departments and divisions and with outside agencies.
- Responsible for the preparation of the SBCCOG budget, funding mechanisms and internal budget control activities.

- Develop and assist in the implementation of new SBCCOG programs and procedures as needed.
- Represent the SBCCOG in a variety of meetings and public functions; confer with Governing Board Members, City Council Members, County Supervisors and representative staff, City Managers and city staff, State and Federal Legislators and their staff, State and Federal Administrative and Regulatory Agencies, Southern California Association of Governments (SCAG), taxpayers, businesses, and other individuals, groups, and outside agencies having interest or potential interest in South Bay Cities governmental affairs; coordinate the general activities of the SBCCOG with other governmental and private agencies.
- Develop and assist in the implementation of new SBCCOG programs and procedures as needed.
- Review, analyze for efficiency and effectiveness and maintain, amend or eliminate existing SBCCOG programs and procedures as needed.
- Establish positive working relationships with representatives of community organizations, state/local agencies and associations, management and staff, and the public.
- Analyze, interpret, and apply policies and procedures for the SBCCOG organization as a whole.
- May conduct special investigations and organizational reviews.
- Represent the SBCCOG at Governing Board meetings, special meetings, and committee meetings as well as member agency community meetings or events and at professional meetings as needed.
- Secure suitable meeting locations for the Governing Board and its Committees and to the extent permitted by law, provide opportunities for representatives on the Governing Board and Committees to teleconference into the meeting.
- Serve as Executive Director of the South Bay Cities Regional Housing Trust if required.

**PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required. The position involves multiple off-site meetings and can involve a stressful public and political environment. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an Executive Director of a regional governmental entity. A typical way of obtaining

the required qualifications is to possess the equivalent of ten years of administrative or managerial experience in a public administration setting, including three years as a city manager, assistant city manager, deputy city manager, deputy county supervisor, or executive director or assistant executive director of a governmental agency or professional governmental consulting firm. Incumbent must have a bachelor's degree in public administration, business administration or a related field. A master's degree is highly desirable.

**License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license.

**KNOWLEDGE/ABILITIES/SKILLS** *(The following are a representative sample of the KAS 's necessary to perform essential duties of the position.)*

**Knowledge of:**

Modern principles and practices of municipal or governmental administration, organizations and functions; current social, political, and economic trends and operating problems of state and local government; principles and practices of governmental/municipal budgeting and finance; organizing for local, state and federal legislative processes; principles of effective public relations and interrelationships with other governmental agencies, community groups and private businesses and firms, and other levels of government; methods and techniques of management supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

**Ability to:**

Provide effective leadership and manage a variety of SBCCOG programs, including the ability to communicate clearly and concisely, both orally and in writing; research and prepare complex reports on a variety of subjects; establish and maintain effective relationships with the member agencies, community at large, Governing Board, and other public officials; research, analyze, interpret, summarize, and present administrative and technical information and data in an effective manner; prepare and analyze a budget; plan, organize, train, evaluate and direct the work of staff and consultants; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on the Governing Board work plan; work independently and as part of a team; make sound decisions within established best management practices guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions from the Governing Board or SBCCOG legal counsel; observe safety principles and work in a safe manner; establish and maintain effective working relationships.

**Skill to:**

Operate an office computer and a variety of word processing and spreadsheet software applications.

**Exhibit "B"**  
**SEPARATION AGREEMENT AND GENERAL RELEASE**

This Separation Agreement and General Release ("Separation Agreement") is entered into by Jacki Bacharach ("Employee") and the South Bay Cities Council of Governments ("SBCCOG"), in light of the following facts:

A. Employee's employment by the SBCCOG, and the Employment Agreement under which she was employed, have been terminated effective \_\_\_\_\_.

B. Employee is hereby informed that she has 21 days from the effective date of the termination when she received this Agreement to consider it. The SBCCOG advises Employee to consult with an attorney before signing this Agreement.

C. Employee acknowledges that for a period of seven days following the execution of this Separation Agreement by both parties ("Revocation Period"), she may revoke this Separation Agreement. This Separation Agreement shall not become effective or enforceable until the Revocation Period has expired.

D. Employee hereby acknowledges receipt of a check for all salary and accrued leave owing ("Salary Payment") from the SBCCOG. Employee acknowledges that the Salary Payment represents all compensation, including salary and accrued vacation, due and payable to her through the date of employment termination. Employee also acknowledges that the SBCCOG has made this Salary Payment without regard to whether she signs this Separation Agreement. The Salary Payment does not constitute consideration for this Separation Agreement.

E. Following return to the SBCCOG of this Separation Agreement signed by Employee and expiration of the Revocation Period without exercise by Employee, the SBCCOG shall make the applicable severance payment provided for in Section 9.2 of her Employment Agreement. Employee acknowledges that the severance payment is over and above all amounts that are due and owing to her as a result of her employment by the SBCCOG.

F. General Release.

1. In consideration of the severance payment to be given to Employee, and other good and valuable consideration, Employee hereby releases and discharges the SBCCOG and its past and present directors, employees, representatives, agents, and attorneys, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of her employment with the SBCCOG which she now has, or ever had, including, but not limited to, any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act, the Meyers-Milias Brown Act, the Vocational Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, or the California Labor Code, under any other federal, state, or local employment practice legislation, or under federal or state common law, including wrongful discharge, express or implied contract, breach of public policy, or violation of due process rights.

2. Employee hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Employee understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

3. Employee further acknowledges that she has read this General Release and that she understands that this is a general release, and that she intends to be legally bound by the same.

G. Fees and Costs. Employee and the SBCCOG agree that in the event of litigation relating to this Separation Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

H. Non-Disparagement. Employee and the SBCCOG each warrant and agree that she/it will not disseminate, orally or in writing, any comments which are in any way negative about, or disparaging to the other, or to the other's representatives or employees, or any of them.

I. Complete Agreement. Except for the applicable provisions of the Employment Agreement, which are referenced herein, this is the entire agreement between Employee and the SBCCOG with respect to the subject matter hereof and this Separation Agreement supersedes all prior and contemporaneous oral and written agreements and discussions. It may only be amended in writing.

**Employee**

\_\_\_\_\_  
Jacki Bacharach

**Dated:** \_\_\_\_\_

**South Bay Cities Council of Governments**

\_\_\_\_\_  
President, Governing Board

**Dated:** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
SBCCOG General Counsel