

H. The Authority and Employee wish to enter into this Agreement that sets forth the rights and obligations of the Parties and that will supersede all prior negotiations, discussions, or agreements.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Authority and Employee agree as follows:

1. **TERM.** Unless sooner terminated, as provided in this Agreement, the term of this Agreement shall be from December 8, 2025 (“Effective Date”) to the earlier of the date on which (a) a duly appointed person assumes the duties of the position of Executive Director, (b) Employee reaches 960 hours of service as a retired annuitant in a fiscal year for all PERS covered employers, or (c) Employee or the Authority terminates the Agreement. Employee shall only be appointed once to this vacant position and shall not be eligible for reappointment or for an extension of the specified term.

2. **DUTIES AND AUTHORITY.** Employee shall, on an interim basis, exercise the full powers and perform the duties of the position of Executive Director of the Authority, as set forth in the personnel and Authority rules, regulations and procedures; the applicable job description and under state law, as each of them currently or may in the future exist. Employee shall exercise such other powers and perform such other duties as the Executive Committee may from time to time assign.

3. **EMPLOYEE’S OBLIGATIONS.** Employee shall devote his best efforts to the performance of this Agreement and to the promotion of the Authority’s interests. Employee shall not engage in any activity, consulting service, or enterprise, for compensation or otherwise, which is actually or potentially in conflict with, or inimical to, or which materially interferes with, his duties and responsibilities to the Authority, or presents a reasonable likelihood that Employee will be required by State law to recuse himself from discussions or decisions regarding Authority business.

4. **WAGE RATE AND BENEFITS.**

A. **Hours.** Employee shall perform his duties as Interim Executive Director for the Authority during normal work hours. Employee’s schedule may be adjusted to serve the Authority’s needs, as determined by the Executive Committee, and as agreed to by Employee.

B. **Base Wage.** Consistent with applicable provisions of California retirement law, the compensation paid to Employee will not be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, as listed on a publicly available pay schedule for the vacant position of Executive Director. The monthly salary of \$19,000 will be divided by 173.333 to equal an hourly rate. The Authority shall pay Employee for all hours actually worked at the hourly rate of \$109.61, subject to legally permissible or required withholding, paid on the Authority’s normal paydays. Employee agrees to accurately track and report all hours worked, and agrees that he cannot volunteer hours of work to Employer while an employee.

C. Employment Benefits. Employee acknowledges that he will not be eligible for and shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate, except as expressly required by law. The Parties acknowledge that Employee is not eligible for California paid sick leave pursuant to the exemption in Labor Code § 245.5(a)(4).

(1) Group Medical and Dental Insurance. Employee acknowledges that he (including his dependents) will not be eligible for, and hereby waives entitlement to, health and welfare benefits and group insurance, including, without limitation, medical, life, dental, optical, and disability coverage. However, nothing in this Agreement is intended to waive or to otherwise interfere with retiree health insurance coverage available to Employee as a retired City of Gardena employee.

(2) Retirement Plan. Employee shall remain a retired person under PERS and shall not be eligible to participate under the PERS Plan applicable to other employees of the Authority. As a retired annuitant and to the extent provided by law, Employee will not be subject to mandatory social security coverage.

(3) Expenses. The Authority recognizes that Employee may incur certain expenses of a non-personal and job-related nature. The Authority agrees to reimburse or to pay such business expenses which are incurred and submitted according to the Authority's normal expense reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting the Authority's normal requirements and must be submitted within the time limits established by the Authority.

5. INDEMNIFICATION.

A. The Authority will defend and indemnify Employee, using legal counsel of the Authority's choosing, against legal liability for acts or omissions by Employee occurring in the course and scope of employment under this Agreement, in accord with California Government Code Sections 825, 995, and 995.2 – 995.8, and other applicable provisions of California law. In the event independent counsel is required for Employee, the Authority may select and will pay the reasonable fees of such independent counsel. Notwithstanding anything to the contrary in this subsection, pursuant to Government Code Section 53243.1, if the Authority provides funds for the legal criminal defense of Employee, any funds provided for that purpose shall be fully reimbursed by Employee to the Authority if Employee is convicted of a crime involving an abuse of his office or position. Employee recognizes that the Authority shall have the right to compromise and settle all actions or proceedings in which the Authority is providing Employee a defense, even if Employee objects to such compromise or settlement.

B. In the event a court, an authorized PERS representative, or any government authority determines Employee to be eligible for enrollment in PERS as an employee of the Authority, or determines Employee and/or the Authority to be liable for costs, expenses, penalties, or other PERS-related liability arising from or related to Employee's performance of the services

pursuant to this Agreement, Employee shall indemnify, defend, and hold the Authority harmless for payment of any employee and/or employer contributions for PERS benefits on behalf of Employee, as well as for the payment of any penalties or interest or other liability concerning such contributions or other PERS-related liability that would otherwise be the responsibility of the Authority. Employee expressly waives the right to bring any action against the Authority, in any court or other judicial or administrative forum, resulting from any determination by PERS regarding Employee's performance of services under this Agreement.

6. **AT-WILL EMPLOYMENT RELATIONSHIP.** Consistent with Authority rules and procedures, and the PERL, the Executive Committee is the appointing authority for Employee, and Employee is employed at the pleasure of the Executive Committee. Either the Executive Committee or Employee may terminate this Agreement and the employment relationship at any time without cause. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Authority to terminate the employment of Employee. Employee may terminate this Agreement and the employment relationship upon 30 calendar days' written notice.

7. **TERMINATION.** The Authority shall pay Employee for all services through the effective date of termination and Employee shall receive no other compensation or payment or any severance. The Authority does not have to provide any reason or cause for termination.

8. **INTEGRATION OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning Employee's employment as Interim Executive Director with the Authority. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

9. **METHOD OF AMENDMENT.** No amendments to this Agreement may be made except by a writing signed and dated by the parties.

10. **NOTICES.** Any notice to the Authority under this Agreement shall be given in writing to the Authority, either by personal service or by registered or certified mail, postage prepaid, addressed to the Executive Committee at the Authority's principal place of business. A courtesy copy shall be given to the General Counsel in a like manner. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at his home address then shown in the Authority's personnel file. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, his employment is subject to the Authority's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment, and violence in the workplace.

C. This Agreement shall be interpreted and construed pursuant to and in accordance with the laws of the State of California and all applicable Authority rules, regulations, and resolutions.

D. Employee acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of the Authority its officers, agents, or employees other than those expressly set forth in this Agreement.

E. Employee represents and warrants that he has not received any unemployment insurance payments for prior retired annuitant work for any PERS employer within 12 months prior to the Effective Date. Employee further represents and warrants that there was no verbal or written agreement between him and the Authority to return to work as a retired annuitant before Employee's date of retirement.

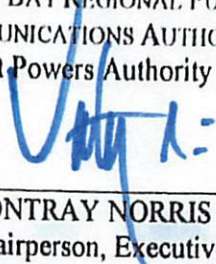
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE:


MIKE SAFFELL

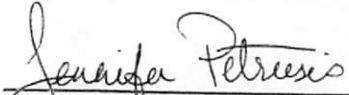
[Signatures continue on next page]

AUTHORITY:
SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY,
A Joint Powers Authority

By: 

VONTRAY NORRIS
Chairperson, Executive Committee

APPROVED AS TO FORM:



JENNIFER PETRUSIS
General Counsel