

10. **Governing Law: Severability.** This Agreement shall be construed and governed by the laws of the State of California. The parties hereto further agree that if, for any reason, any provision hereof is unenforceable, the remainder of this Agreement shall nonetheless remain binding and in effect.

11. **Modifications, Amendment and Waiver.** No amendments or modifications to this Agreement shall be of any force or effect unless contained in a subsequent writing signed by each party affected by such modification. No waiver of any of the provisions hereof shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be considered one and the same instrument.

13. **Employee Acknowledgments.** Employee represents, acknowledges and warrants that: a) she has read this Separation Agreement and Release; b) she has made such investigation of the facts pertaining to the Agreement as she deems necessary; c) she understands all of the Agreement's terms; d) she is executing this Agreement freely, voluntarily and without coercion, with full knowledge of its significance and legal consequence; e) she has had time and opportunity to be represented by counsel and has had adequate opportunity to review this Agreement; f) she intends to release Releasees from any liability for the matters covered by this Agreement; and g) the only promises made to her are those contained in this Agreement.

PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: January 18, 2013.


Employee:


SUE VALENCIA

Dated: January 18, 2013.

Employer:

By:


Name: Lynda Roper

Title: Deputy Administrative Officer