

**AMENDMENT TO EMPLOYMENT AGREEMENT
FOR TEMPORARY APPOINTMENT TO ACTING CITY MANAGER
WITH REVISION TO PARKS RECREATION AND CULTURAL SERVICES DIRECTOR POSITION**

AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is entered into on May __, 2025, by and between the CITY OF LODI, a municipal corporation ("City") and CHRISTINA JAROMAY, an individual ("Employee").

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement dated June 3, 2021 ("Agreement"), for employee's services as the City's Parks, Recreation and Cultural Services Director ("PRCS Director"), a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, on April 11, 2025, the City Council appointed Employee to temporarily serve as the Acting City Manager ("Acting Appointment") effective at 11:00 a.m. that same day, April 11, 2025, unless and until the City Council takes subsequent action to appoint an alternate candidate to serve in the Acting City Manager position; and

WHEREAS, the City Council recognizes that in accepting the Acting Appointment, Employee has agreed to dedicate significant additional time and effort, and undertake supplemental duties, responsibilities, tasks, functions, and obligations required of the Acting City Manager role, that far exceed the services expected of the PRCS Director, and therefore desires to temporarily increase Employee's salary as compensation for the out of class work performed during the Acting Appointment term; and

WHEREAS, the parties desire to enter into this Amendment to acknowledge City Council's approval of Employee's Acting Appointment and expanded duties arising therefrom, and to authorize a temporary pay increase for Employee to apply retroactively to the start of the effective date and time of the Acting Appointment; and

WHEREAS, the City Council and Employee both agree that upon termination of the Acting Appointment, Employee will return to her role as PRCS Director under the original Agreement terms and her salary shall return to her PRCS Director base salary of \$190,247.00 annually.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and as approved by the City Council on May __, 2025, the City and Employee mutually agree as follows:

I. Recitals Incorporated.

The recitals set forth above are hereby incorporated into this Amendment by this reference.

II. Amendment to the Agreement to Account for Acting Appointment.

The City and Employee agree to amend the Agreement to acknowledge Employee's temporary appointment as Acting City Manager, as written in the following sections below:

1. **Employment:** City agrees to employ Employee as follows:

(a) Employee shall temporarily serve as Acting City Manager during the full term of the Acting Appointment and shall be the administrative head of the City government under the direction and control of the City Council. Upon expiration of the Acting Appointment term, Employee shall return to service as the City's PRCS Director, and shall be responsible for managing and directing the operations of the PRCS Department in accordance with an agreed upon performance plan.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate her full energies and qualifications to her employment for the City, and shall not engage in any other employment except as may be specifically approved in writing, in advance, by the City Council.

2. Start Date and Acting Appointment Term: Employee began work with the City as Parks, Recreation and Cultural Services Director on June 7, 2021.

On April 11, 2025, the City Council temporarily appointed Employee to the Acting City Manager role effective at 11:00 a.m. that same day, for a term that shall continue unless and until the effective date and time of a new Acting City Manager appointment by the City Council, unless earlier terminated in accordance with Paragraph 4 below, or as otherwise modified by mutual written agreement between Employee and the City Council ("Acting Appointment").

5. Severance Pay: If Employee is terminated without cause while still willing and able to perform the duties of PRCS Director, City agrees to pay Employee a cash payment equal to six (6) months' aggregate PRCS Director salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six-month severance period, any remaining severance payment will be forfeited as of the date Employee begins her new Employment. To be eligible for such severance pay, Employee shall fulfill all of her obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties,

6. Employment is Sole Employment with City: Employee further represents and acknowledges that her employment as Acting City Manager during the Acting Appointment, and PRCS Director thereafter, is her sole and exclusive employment with the City. Employee has no right to any other exempt position with the City, or to any employment in the classified service.

7. Salary:

a) City agrees to pay Employee the base salary of \$291,200.00 per year for her services as Acting City Manager, which shall be retroactively applied to the effective date and time of the Acting Appointment term. Upon expiration of the Acting Appointment, Employee's base salary shall return to the PRCS Director's base salary of \$190,247.00.

b) Employee's salary shall be payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay seven percent (7%) (Employee's share) of her salary towards the California Public Employees Retirement system benefit and agrees to a cost sharing agreement and will pay an additional five percent (5%) towards the employer's share of CalPERS normal pension cost, and agrees to an additional one percent (1%) contribution effective January 10, 2022 (for a total of thirteen percent 13% employee contribution).

c) City agrees to maintain a minimum ten percent (10%) salary differential between Employee base salary and the PRCS Department's next highest paid executive or mid manager, including incentive pay.

III. Remaining Provisions Unchanged.

All Agreement provisions not specifically referenced in Section II of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CITY OF LODI, a municipal corporation

EMPLOYEE

By: _____
Cameron Bregman
Mayor

By: _____
Christina Jaromay

ATTEST:

APPROVED AS TO FORM:

By: _____
Olivia Nashed
City Clerk

By: _____
Katie O. Lucchesi
City Attorney KL

Signature: 
Katie Lucchesi (May 1, 2025 19:25 PDT)

Email: klucchesi@lodi.gov

EMPLOYMENT AGREEMENT

**Executive Management
(Exempt Service)**

Parks Recreation and Cultural Services Director

THIS AGREEMENT entered into on June 3, 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and CHRISTINA JAROMAY, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee desires to be employed as Parks, Recreation and Cultural Services Director ("PRCS Director") and City desires to employ the services of Employee as PRCS Director; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as PRCS Director; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as PRCS Director is her sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. **Employment:** City agrees to employ Employee as PRCS Director, in accordance with the following provisions:

(a) Employee shall serve as PRCS Director, and shall be responsible for managing and directing the operations of the Parks, Recreation and Cultural Services Department (PRCS) in accordance with an agreed upon performance plan.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate her full energies and qualifications to her employment as PRCS Director, and shall not engage in any other employment except as may be specifically approved in writing, in advance, by the City Manager.

2. **Start Date:** Employee shall begin work as PRCS Director on June 7, 2021.

3. **Maintenance of Professional Expertise:** To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to Parks, Recreation and Cultural Services administration and related professional disciplines; attend workshops,

seminars and other **similar activities designed to advance Employee's professional development**; and, represent the City in professional associations and other organizations.

4. Resignation or Termination:

(a) Employee may resign at any time and agrees to give City at least 30-days advance written notice of the effective date of her resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to her, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) **In the event of termination and in recognition of Employee's professional status and integrity**, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about **the parties' employment relationship and the circumstances under which it may have been severed**, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire her office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4(d) above, will note Employee has resigned or retired. The provisions of Paragraph 4(d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. Severance Pay: If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of PRCS Director, City agrees to pay Employee a cash payment equal to six (6) months' **aggregate salary and the City's cost of six (6) months'** health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six month severance period, any remaining severance payment will be forfeited as of the date Employee begins her new Employment. To be eligible for such severance pay, Employee shall fulfill all of her obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. Employment as Department Head is Sole Employment with City: Employee further represents and acknowledges that her employment as PRCS Director is her sole and exclusive employment with the City. Employee has no right to any other exempt position with the City, or to any employment in the classified service.

7. **Salary:**

(a) City agrees to pay Employee \$151,117.00 in salary per year for her services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay seven percent (7%) (**Employee's share**) of her salary towards the California Public Employees Retirement system benefit and agrees to a cost-sharing agreement and will pay an additional five percent (5%) **towards the employer's share** of CalPERS normal pension cost, and agrees to an additional one percent (1%) contribution effective January 10, 2022 (for a total of thirteen percent 13% employee contribution).

(b) Employee will receive a five percent (5%) salary adjustment pursuant to City Council Resolution 2020-16, effective January 10, 2022.

(c) City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the **PRCS Department's next highest paid executive or mid manager**, including incentive pay.

8. **Benefits:**

The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as may from time to time be amended, increased or decreased, except as **modified herein. Employee's vacation leave shall be calculated as if** she is in her 15th year of service with the City (accrued at 6.16 hours per pay period), increasing thereafter as provided in the Executive Management Statement of Benefits. Employee shall be granted an eighty (80) hour leave bank that can only be used **during Employee's first 12 months of employment, this additional leave bank shall expire upon Employee's first anniversary with the City.**

(a) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long-term disability insurance, life insurance, and deferred compensation.

9. **Performance Evaluation:** The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

10. **Assignment:** Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

11. **Authority to Work in the United States:** Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

12. **Cell Phone:** Employee will be provided with a Cell Phone for employment **related use at the City's expense** or a Cell Phone stipend on terms consistent with other Executive Managers.

13. **Notice:** All notices required herein shall be sent first class mail to the parties as follows:

To **CITY:**

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE:**

Christina Jaromay
1912 Bastona Drive
Elk Grove, CA 95758

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "**Notice**" address by notifying the other party in writing of such change.

14. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

15. **Severability:** If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

EMPLOYEE

By: 
CHRISTINA JAROMAY

CITY OF LODI, a municipal corporation

By: 
STEPHEN SCHWABAUER
City Manager

ATTEST:

By: 
JENNIFER CUSMIR
City Clerk

APPROVED AS TO FORM:

By: 
JANICE D. MAGDICH
City Attorney