

**EMPLOYMENT AGREEMENT ADDENDUM**

**Council Appointee  
Exempt Service**

**City Attorney**

**THIS EMPLOYMENT AGREEMENT ADDENDUM (“Addendum”)** made and effective this \_\_\_\_\_, 2026, by and between the CITY OF LODI, a municipal corporation (“City”) and Katie O. Lucchesi, an individual (“Employee”).

**WHEREAS**, the City and Employee entered into an Employment Agreement dated October 18, 2023, as shown in Exhibit “A” attached hereto and incorporated herein by this reference (“Agreement”); and

**WHEREAS**, on February 18, 2026, the City Council approved Resolution 2026-\_\_\_, attached hereto as Exhibit “B”, which authorized an equity increase to Employee’s base salary to the amount of \$303,680.67 to retroactively take effect on January 5, 2026; approving cost of living increases of three percent (3%) effective the first full pay period in January 2027, and January 2028; and amendments to Employee’s benefits as listed below; and

**WHEREAS**, the City and Employee now wish to execute this Addendum agreeing and acknowledging the salary and benefits increases reflected in Resolution 2026-\_\_\_ and update the Agreement language to reflect these changes.

Agreement

City and Employee hereby acknowledge and agree that the Agreement shall be updated to reflect the increases to Employee’s salary and benefits as approved and adopted by the City Council in Resolution 2026-\_\_\_, as follows:

**7. COMPENSATION:**

City agrees to provide the following compensation to Employee during the term of the Agreement:

- (a) Base Salary – Effective January 5, 2026, Employee shall be paid an annual salary of \$303,680.67 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads. The City agrees to maintain a salary differential of at least 21.8% between the top step of the highest paid subordinate employee in the City Attorney’s office and the City Attorney’s salary at all times.
- (b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers’ Compensation.
- (c) Future annual adjustments to Employee’s salary shall be set by City Council action, and shall include a three percent (3%) wage increase at the first full pay-period in January 2027 and another three percent (3%) wage increase at the first full pay-period in January 2028. City may not reduce salary or benefits provided by this Agreement unless:

- (i) it does so on a Citywide (all-employees) basis, and then in no greater percentage than the average reduction of all City employees, or
  - (ii) it does so after providing Employee with a written negative performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.
- (d) Any future negotiations between City and Employee as to Employee's salary, beyond the previously approved increases adopted in Subsection (c) above, shall be conducted in writing through the HR Manager or by an outside attorney or consultant hired by the City to serve as a third-party facilitator to ensure that both parties interests are represented in the negotiation.

## **11. INSURANCE:**

- (a) Health Insurance: Employee shall receive vision insurance, dental insurance, long term disability, chiropractic insurance, and any other similar benefit which may be made available to Employee by the City as outlined in the Executive Statement of Benefits. The Statement of Benefits or Council Resolution(s) describe(s) these benefits and any applicable deductibles.

Employee and her qualified dependents are eligible to participate in the City's sponsored medical insurance as offered through CalPERS, or other medical plan offered by the City. Effective January 1, 2026, the City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240. If Employee selects a higher-cost medical plan, Employee will pay the difference as a payroll deduction.

If Employee elects not to be covered by medical insurance through the City, an additional \$692.81 per month for Family or \$532.92 for Employee+1 or \$305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

- (b) Life Insurance: Employee shall receive Life Insurance as provided in the Executive Statement of Benefits, as it may be amended from time to time by the City Council.

## **12. RETIREMENT:**

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount PERS requires. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPR). In addition, in accordance with California Government Code section 20516 contract amendment process requirements, Employee shall pay six percent (6%) towards the employer's share of the CalPERS normal pension cost through a cost-sharing agreement. Effective July 6, 2026, the employee's cost-sharing contribution (pursuant to California Government Code section 20516) of six percent (6%), as listed above, shall be eliminated.

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

CITY OF LODI, a municipal corporation

EMPLOYEE

By: \_\_\_\_\_  
JAMES LINDSAY  
Interim City Manager

By: \_\_\_\_\_  
KATIE O. LUCHESI

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
OLIVIA NASHED  
City Clerk

\_\_\_\_\_  
WILLIAM BAIRD  
Deputy City Attorney WCB

Exhibit A to Employment Agreement Addendum

RESOLUTION NO. 2024-156

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AMENDMENT NO. 1 TO CITY ATTORNEY EMPLOYMENT AGREEMENT TO INCREASE TO THE CITY ATTORNEY'S BASE SALARY TO MEDIAN WITH COMPETITOR AGENCIES AND SATISFY SECTION 7(A) REQUIRED PAY DIFFERENTIAL

WHEREAS, the City contracted with Gallagher Benefit Services to complete a total compensation survey across City positions ("Survey"); and

WHEREAS, the Survey found that the top step of the Assistant City Attorney salary range is approximately 8.22% below, and the City Attorney salary is 8.25% below the median salaries of comparator agencies; and

WHEREAS, after three unsuccessful recruitment attempts to fill the Assistant City Attorney position and the Survey determining that the salary is not competitive, the City Council approved an 8.22% increase to the position's salary range in an attempt to attract a broad pool of qualified candidates to fill that role; and

WHEREAS, Section 7(a) of the City Attorney Employment Agreement with Katie Lucchesi dated October 19, 2023 ("Agreement"), requires the City to maintain a salary differential of at least 21.8% between the City Attorney base salary and the top step of the highest paid subordinate in the City Attorney's office; and

WHEREAS, the Assistant City Attorney salary increase triggered the Section 7(a) provision, and staff recommends that Council amend the Agreement to increase the City Attorney's base salary by 8.25% to match the median of comparator agencies and satisfy the 21.8% pay differential requirement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve Amendment No. 1 to the Agreement to increase the base salary of City Attorney Katie Lucchesi listed in Section 7 (a) by 8.25% to \$267,033.06, as shown in Attachment 1 hereto; and

BE IT FURTHER RESOLVED that Amendment No. 1 to the Agreement shall take effect September 30, 2024.

Dated: September 18, 2024

I hereby certify that Resolution No. 2024-156 was passed and adopted by the Lodi City Council in a regular meeting held September 18, 2024 by the following vote:

- AYES: COUNCIL MEMBERS – Bregman, Hothi, Nakanishi, Yopez, and Mayor Craig
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None

*Olivia Nashed*  
OLIVIA NASHED  
City Clerk

2024-156

AMENDMENT NO. 1

CITY ATTORNEY EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO CITY ATTORNEY EMPLOYMENT AGREEMENT ("Amendment No. 1"), is made and entered this 3<sup>rd</sup> day of October, 2024, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Katie O. Lucchesi, hereinafter called "EMPLOYEE".

WITNESSETH:

1. WHEREAS, EMPLOYEE and CITY, entered into a City Attorney Employment Agreement on October 19, 2023 ("Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, Council approved an increase to the Assistant City Attorney salary range to meet the median of the CITY's comparator agencies and create a competitive recruitment of top candidates in the market; and
3. WHEREAS, this approved Assistant City Attorney pay range increase triggers the Agreement Section 7(a) requirement that the CITY maintain a 21.8% salary differential between the EMPLOYEE's salary and the top step of the next highest paid subordinate employee in the City Attorney's Office at all times; and
4. WHEREAS, the CITY now requests to amend Section 7(a) of the Agreement to list EMPLOYEE's base salary as \$267,033.06, which will bring the City Attorney salary to the median of the City's comparator agencies satisfying the 21.8% salary differential requirement; and
5. WHEREAS, EMPLOYEE agrees to said amendment.

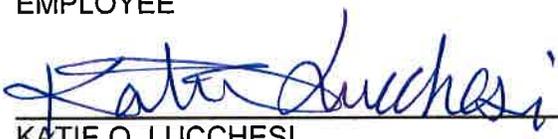
NOW, THEREFORE, the parties agree to amend Section 7(a) of the Agreement to reflect Employee's base salary of \$267,033.06 as set forth above, and hereby intend that this salary increase shall take effect on September 30, 2024. All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, CITY and EMPLOYEE have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

EMPLOYEE

  
\_\_\_\_\_  
LISA CRAIG  
Mayor

  
\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney

Attest:

Approved as to Form:

  
\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

  
\_\_\_\_\_  
BRIAN V. GABRIEL  
Deputy City Attorney II

**CITY ATTORNEY EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into as of October 18, 2023, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Katie O. Lucchesi, hereinafter called "Employee," both of whom agree as follows:

**RECITALS:**

It is the desire of the City to retain the services of Employee and to provide inducement for her to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**1. GENERAL:**

City agrees to employ Employee as the City Attorney of City starting October 19, 2023, and Employee accepts such employment and agrees to perform the functions and duties of City Attorney for the City as provided by law and as she may be assigned by the City Council.

**2. DUTIES & AUTHORITY:**

Employee will:

- (a) Perform the functions and duties of a City Attorney as specified in applicable statutes including, but not limited to, the California Government Code, Rules of Professional Conduct, and City Ordinances, Resolutions, Rules and Regulations, as well as all other applicable federal, state, and local laws;
- (b) Provide legal advice, counsel, and representation of the City as requested by appropriate City officials and/or the City Council;
- (c) Perform all legally permissible and proper duties as the City Council may assign and as may be modified from time to time; and
- (d) Employee in coordination with the City Manager, shall recommend policies, rules, and regulations to implement City Council policies and shall enforce policies established by the City Council. To accomplish this, Employee shall:
  - 1) Attend City Council meetings as needed or required by the City Council.
  - 2) Review all documents agendaized for any regular and special meetings of the City Council. Employee shall provide legal advice and counsel, and make recommendations in connection with such advice and counsel, to the City Manager and City Council concerning items on the City Council's agenda.

**3. EXCLUSIVE EMPLOYMENT:**

- (a) Except as the City Council may otherwise approve in writing pursuant to subparagraph (b) of this paragraph 3, Employee has the duty and herein commits to devote her full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Attorney as specified in Lodi Municipal Code section 2.14.010, as well as other duties assigned by the City Council which reasonably relate to the position of City Attorney.
- (b) Employee shall not accept employment from or on behalf of any person, firm, corporation or entity during the term of this Agreement except as approved in writing by the City Council. The foregoing shall not be construed to prevent Employee from performing volunteer community service, participating in community service organizations, Employee's membership on non-profit boards, serving as a temporary judge for a court or an administrative hearing officer for other agencies, or managing personal and real property investments, outside the City jurisdiction without requiring further approval of the City Council. However, if performing any of these activities within the City jurisdiction, Employee shall, prior to performing such services, disclose such anticipated services to the City Council and obtain its approval. Any approved outside services shall not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to fully perform her duties for City hereunder.

**4. EMPLOYEE COMMITMENTS:**

- (a) Specific Tasks and Work Plans – Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion of the City Council as frequently as the City Council may choose.
- (b) Hours of Work – Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of the position. Employee does not have set hours of work as she is expected to be available at all reasonable times. It is recognized that Employee must devote a great deal of her time outside “normal office hours” to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to her work schedule.

**5. CITY COMMITMENTS:**

- (a) City shall provide Employee with an office, support staff, office equipment, supplies, and all other facilities and services adequate for the performance of her duties.
- (b) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge appropriate and lawful business expenses up to the amount provided for in the City budget.

- (c) City shall pay for Employee's California State Bar dues, including membership in the Public Law Section, San Joaquin County Bar Association dues, legal subscriptions, and Minimum Continuing Legal Education (MCLE) expenses.
- (d) City agrees to pay travel and subsistence expenses of Employee to pursue official and other functions for the City, and meetings and occasions to continue the professional development of Employee, including but not limited to Annual Conferences of the League of California Cities, including the annual conference of the League's City Attorneys Department, and other national, regional, state, and local conferences, and governmental groups and committees upon which Employee serves as a member up to an amount provided for in the City budget.

**6. MUTUAL COMMITMENTS:**

Performance Evaluation – Annual performance evaluations are an important way for the City Council and Employee to ensure effective communications about expectations and performance. The City Council recognizes that for Employee to respond to its needs and to grow in the performance of her job, she needs to know how the City Council Members think she is performing. To assure Employee gets this feedback, the City Council commits to:

- (a) Conduct an evaluation of Employee's performance at least annually, or on any other schedule deemed appropriate by the City Council. The City Council may use an outside facilitator to assist it in conducting this evaluation.
- (b) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with Employee.
- (c) The City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's strategic initiatives. The City Council and Employee shall further establish a relative priority among those various goals and objectives.

**7. COMPENSATION:**

City agrees to provide the following compensation to Employee during the term of the Agreement:

- (a) Base Salary – Employee shall be paid an annual salary of \$234,935.06 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads. The City agrees to maintain a salary differential of at least 21.8% between the top step of the highest paid subordinate employee in the City Attorney's office and the City Attorney's salary at all times.
- (b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers' Compensation.

- (c) Future annual adjustments to Employee's salary shall be set by City Council action, and shall include a five percent (5%) wage increase effective January 8, 2024, and a four percent (4%) wage increase effective January 6, 2025, as was previously approved by City Council in Resolution 2022-308. City may not reduce salary or benefits provided by this Agreement unless:
  - (i) it does so on a Citywide (all-employees) basis, and then in no greater percentage than the average reduction of all City employees, or
  - (ii) it does so after providing Employee with a written negative performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.
- (d) Any future negotiations between City and Employee as to Employee's salary, beyond the previously approved increases adopted in Subsection (c) above, shall be conducted in writing through the HR Manager or by an outside attorney or consultant hired by the City to serve as a third-party facilitator to ensure that both parties interests are represented in the negotiation.
- (e) As a further incentive for Employee to take on this position, the City will pay Employee on a one-time basis, the amount of \$11,553.08 subject to necessary payroll taxes.

#### **8. AUTOMOBILE:**

Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses in accordance with City's travel policies.

#### **9. GENERAL EXPENSES:**

Employee shall also be reimbursed by City for reasonable out-of-pocket expenses incurred in the course and scope of her employment in accordance with City reimbursement policies.

#### **10. BASIC BENEFITS:**

- (a) Holidays - Employee shall receive 36 floating hours of paid leave (pro-rated for calendar year 2023) and ten and one half (10 ½) paid fixed holidays per year, credited in the same manner as all other City employees.
- (b) Vacation Leave – Employee's vacation leave shall be calculated as if she were in her fifteenth year of continuous service to the City, accrued at a rate of 6.16 hours per pay period, as provided in the City of Lodi Executive Management Statement of Benefits, dated 2012, as amended from time to time by resolution of the City Council ("Executive Statement of Benefits"). Employee shall have the ability to cash out up to 40 hours of accrued vacation leave each year, as long as she has used at least 40 hours of vacation leave in the preceding 12 months, and has a vacation leave balance of at least 40 hours after the requested cash out. Upon termination or resignation of employment, Employee or those entitled to her estate shall receive a lump sum payment for unused or accumulated vacation time to her credit at her rate of pay as of her date of termination.

- (c) Sick Leave - Employee shall be granted ninety-six (96) hours of sick leave per year which will accrue at a rate of 3.70 hours per pay period with no limit on the amount that can be accumulated.
- (d) Administrative Leave - Employee shall be granted eighty (80) hours of administrative leave per calendar year (pro-rated for calendar year 2023). Employee may cash out up to eighty (80) hours of Administrative Leave each year. Upon termination or resignation of employment, Employee or those entitled to her estate shall receive a lump sum payment for unused or accumulated administrative leave to her credit at her rate of pay as of her date of termination.
- (e) Deferred Compensation: Employee may participate in the City's Deferred Compensation plan. The City will match up to a percentage equal to the highest amount provided to any bargaining group, but which amount shall never be less than 3% of Employee's base salary.
- (f) Other terms and conditions – Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other executive management employees of City in addition to said benefits set out in this Agreement.

#### **11. INSURANCE:**

- (a) Health Insurance: Employee shall receive vision insurance, dental insurance, long term disability, chiropractic insurance, and any other similar benefit which may be made available to Employee by the City as outlined in the Executive Statement of Benefits. The Statement of Benefits or Council Resolution(s) describe(s) these benefits and any applicable deductibles.

Employee and her qualified dependents are eligible to participate in the City's sponsored medical insurance as offered through CalPERS, or other medical plan offered by the City. Effective January 1, 2023, the City will contribute a maximum towards the monthly medical premium based on qualifying tier (\$2,005.52 for Family coverage, \$1,542.71 for Employee+1, and \$771.35 for Employee only), which amount may be increased from time to time as approved for other City employees.

If Employee selects a higher-cost medical plan, Employee will pay the difference as a payroll deduction. If Employee elects not to be covered by medical insurance through the City, an additional \$692.81 per month for Family or \$532.92 for Employee+1 or \$305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

- (b) Life Insurance: Employee shall receive Life Insurance as provided in the Executive Statement of Benefits, as it may be amended from time to time by the City Council.

## **12. RETIREMENT:**

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount PERS requires. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPR). In addition, in accordance with California Government Code section 20516 contract amendment process requirements, Employee shall pay six percent (6%) towards the employer's share of the CalPERS normal pension cost through a cost-sharing agreement.

## **13. SEPARATION:**

- (a) Resignation – If Employee voluntarily resigns, Employee shall not be entitled to severance pay otherwise provided in Paragraph 14 of this Agreement. If Employee voluntarily resigns, she shall give City at least forty-five (45) days' advance written notice and shall be entitled to all earned salary and all earned, accrued, unused leave (vacation, sick, administrative, and holiday) through Employee's last day of employment with the City in the manner as all other City employees.
- (b) Termination & Removal – The City Council may remove Employee with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. The City will respect Employee's rights under Government Code section 54957, subdivision (b). Employee shall not be removed during the first 120 days following any change in membership of the City Council, except upon four-fifths vote of the City Council. Given the at-will nature of the position of City Attorney, an important element of the employment Agreement pertains to termination. It is in both the City's interest and that of Employee that separation of Employee be done in a businesslike manner.

## **14. TERMINATION AND SEVERANCE:**

If the City Council terminates Employee, City agrees to pay to Employee a lump sum cash payment equal to six (6) months' salary and to continue to pay Employee's health insurance benefits on the same terms set forth in Paragraph 11(a) of this Agreement for six (6) months from the Employee's date of termination. In all cases such payments shall be subject to all rules and regulations governing income tax withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to her, or a breach of this Agreement, City shall have no obligation to pay any severance provided in this Paragraph 14. If Employee is convicted of a crime involving abuse of her office or position, as described in Paragraph 20, Employee shall reimburse City for any severance pay paid to Employee under this Paragraph 14.

## **15. EMPLOYMENT TERM:**

- (a) Employee is an "at will" employee and shall serve at the pleasure of the City Council. Her at-will status cannot be changed except by formal amendment to this Agreement approved by the City Council at a properly noticed meeting and signed by the Mayor.

• City Attorney Employment Agreement

(b) Except as provided in Paragraph 14, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.

(c) Except as provided in Paragraph 13, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from her position as City Attorney at any time.

**16. 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.

**17. MODIFICATIONS:**

No modification of this Agreement shall be valid unless said modification is in writing and signed by both parties.

**18. CONFLICT OF INTEREST:**

Because of the duties and role of Employee on behalf of the City and its residents, Employee shall not, without the prior approval of the City Council, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to her City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and upon separation from her position.

**19. INDEMNIFICATION:**

In accordance with and subject to the provisions of California's Government Claims Act (Government Code §825 et seq.), and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of her duties on the City's behalf for the period of her employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as City Attorney. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of her duties, the City may provide defense counsel for Employee in such suit and indemnify her from any judgment rendered against her; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing of Employee. Said duty to

indemnify shall survive termination of employment and expiration of this Agreement to protect Employee for any such acts undertaken or committed in her capacity as City Attorney, regardless of whether the notice of filing of a lawsuit occurs during or following her employment with the City.

**20. ABUSE OF OFFICE:**

Any severance payments or cash settlement paid in relation to the termination of this Agreement pursuant to Paragraph 14, and any legal criminal defense payments made by the City in the defense of Employee, if any, are subject to, and shall be interpreted to comply with, the limitations set forth in Government Code section 53260, concerning the maximum cash settlement in an employment contract, and Government Code sections 53243 through 53243.4, limiting and/or restricting payment or continued retention of severance payments and/or legal criminal defense payments should Employee be convicted of a crime involving an abuse of office or position. "Abuse of office or position" for purposes of this Agreement, shall be as defined in Government Code section 53243.4 which provides: "abuse of office or position" means either of the following: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code."

**21. ATTORNEY'S FEES:**

If either City or Employee brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of this Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, actually incurred in connection therewith. If either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before which such suit, action, or appeal is pending shall award to the prevailing party such attorney's fees and costs as the court shall deem reasonable.

**22. SEVERABILITY:**

If any provision or any portion of any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

**23. INTEGRATED AGREEMENT:**

This writing contains the entire agreement between the parties and all prior or contemporaneous agreements, understandings or discussions relative to this Agreement are hereby superseded.

**24. JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue for any dispute as to this Agreement shall be in Lodi, San Joaquin County, California.

City Attorney Employment Agreement

**25. NOTICES:**

All written notices required pursuant to this agreement shall be delivered to: City Clerk, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 West Pine Street, Lodi, CA 95240; and Katie Lucchesi, c/o City Hall, 221 West Pine Street, Lodi, CA 95240.

**26. EXECUTION:**

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

EMPLOYEE:

By:           Mikey Hothl            
Mikey Hothl  
Mayor

          Katie O. Lucchesi            
Katie O. Lucchesi

Attest:

Approved as to Form:

          Olivia Nashed 10.26.23            
Olivia Nashed  
City Clerk

          Michael G. Colantuono            
Michael G. Colantuono  
Special Counsel

Exhibit 1  
to Amendment No. 1

RESOLUTION NO. 2023-236

A RESOLUTION OF THE LODI CITY COUNCIL APPOINTING  
KATIE O. LUCCHESI TO THE POSITION OF CITY  
ATTORNEY AND APPROVING EMPLOYMENT SERVICES  
AGREEMENT EFFECTIVE OCTOBER 18, 2023

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appoint  
Katie O. Lucchesi to the position of City Attorney for the City of Lodi; and

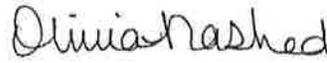
BE IT FURTHER RESOLVED that the City Council hereby approves the Employment  
Agreement (attached hereto as Exhibit A), effective October 18, 2023.

Dated: October 18, 2023

=====

I hereby certify that Resolution No. 2023-236 was passed and adopted by the City  
Council of the City of Lodi in a special meeting held October 18, 2023, by the following vote:

- AYES: COUNCIL MEMBERS – Bregman, Craig, Nakanishi, and Mayor Hothi
- NOES: COUNCIL MEMBERS – Yopez
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



OLIVIA NASHED  
City Clerk