

AMENDMENT NO. 2

PATRICK CLARK CONSULTING
AGREEMENT FOR CONSULTING SERVICES

THIS AMENDMENT NO. 2 FOR CONSULTING SERVICES ("Amendment No 2") made and entered this ____ day of _____, 2026, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and PATRICK CLARK CONSULTING, a sole proprietorship (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Consulting Services to provide labor negotiation on September 3, 2024, and Amendment No. 1 on October 1, 2025 ("collectively they Agreement" as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY now requests to extend the Agreement to December 31, 2026, and add additional funds to the Agreement in the amount of \$60,000, for a total contract amount not-to-exceed \$120,000; and
3. WHEREAS, CITY now requests to revise the contact information on Section 18 of the original Agreement and remove the email address listed; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, all parties agree to amend the Agreement as set forth above. All terms and conditions remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date first written above.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

PATRICK CLARCK CONSULTING,
a sole proprietorship, hereinabove
called "Contractor"

JAMES LINDSAY
Interim City Manager

PATRICK CLARK
Consultant

Attest:

Approved as to Form:

OLIVIA NASHED
City Clerk

KATIE O. LUCCHESI
City Attorney

KL

AMENDMENT NO. 1

PATRICK CLARK CONSULTING
AGREEMENT FOR CONSULTANT SERVICES

This AMENDMENT NO. 1 TO AGREEMENT FOR CONSULTANT SERVICES ("Amendment No. 1") is made and entered this 1st day of October, 2025, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and PATRICK CLARK CONSULTING, a sole proprietorship, hereinafter called "CONTRACTOR".

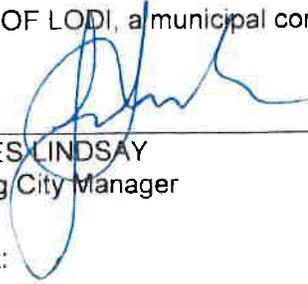
WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Consultant Services to provide labor negotiations on September 3, 2024 ("Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, CITY now requests to extend the term of the Agreement through August 13, 2026; and
3. WHEREAS, CITY also requests to add funds in an amount not to exceed \$30,000, for a total Agreement amount not-to-exceed \$60,000; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

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

CITY OF LODI, a municipal corporation



JAMES LINDSAY
Acting City Manager

Attest:



OLIVIA NASHED
City Clerk

Approved as to Form:



KATIE O. LUCCHESI
City Attorney

PATRICK CLARK CONSULTING, a sole proprietorship, hereinabove called "CONTRACTOR"



PATRICK CLARK
Consultant

for

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF LODI
AND
PATRICK CLARK CONSULTING**

This Agreement ("Agreement") is made between the City of Lodi, a municipal corporation ("CLIENT") and Patrick Clark Consulting, a sole proprietorship ("CONSULTANT").

AGREEMENT

1. TERM – This Agreement will become effective on the date by which both parties have signed the Agreement ("Effective Date") and will continue in full force and effect until terminated in accordance with Section 15, except to the extent renewed or extended in accordance with Section 16. All days set out are calendar days unless otherwise specified.

2. SERVICES –
 - a. Services Provided – CONSULTANT shall provide labor relations consulting services in accordance with Attachment A, which is incorporated into this Agreement by this reference, but only to the extent Attachment A services are strictly limited by and interpreted in accordance with Section 2.b. of this Agreement; reasonably accomplishable, either by the date of termination, which date shall be established in accordance with Section 15, or any later date established in accordance with Section 16; and otherwise consistent with this Agreement. These services, as thus defined and limited, shall be collectively known as "CONSULTANT Services."

 - b. Services NOT PROVIDED: Complementary/Sub-Specialist and Licensed Professional Services – CONSULTANT Services shall be strictly limited and interpreted to *exclude* any work that might be construed to require any complementary or sub-specialization or professional license. CLIENT understands that CONSULTANT hires no employees or sub-contractors to provide complementary/sub-specialist or licensed professional services, directly or indirectly for the benefit of CLIENT, and possesses no complementary/sub-specialist expertise or professional licensure himself. Therefore, both parties agree that:
 - i. CONSULTANT shall provide no complementary/sub-specialist or licensed professional services, directly or indirectly to CLIENT, pursuant to this Agreement or otherwise;
 - ii. *Excluded* complementary/sub-specialist and licensed professional services include, but are not necessarily limited to, services properly performed instead by an attorney, accountant, actuary, banker, insurance agent/broker/company, investment banker, investment advisor, mortgage banker/broker, security broker/dealer, structured settlement broker, or expert in compensation studies.
 - iii. CLIENT shall not construe or rely upon any CONSULTANT Services, or any analysis, advice, or services in fact provided by CONSULTANT, pursuant to this Agreement or otherwise, as complementary/sub-specialist or licensed professional services;

 - iv. Although CONSULTANT might periodically recommend CLIENT hire various complementary/sub-specialists or licensed professionals, CLIENT shall be required to and shall be solely responsible for determining if and when CLIENT reasonably requires

complementary/sub-specialists or licensed professionals, for any purpose, including any contemplated by or reasonably required to accomplish the purposes of Section 2.a. or Attachment A; and

- v. CLIENT shall be solely responsible for directly selecting, vetting, employing, or contracting with, and supervising any necessary or desired complementary/sub-specialists and licensed professionals, including but not limited to any contemplated by or reasonably required to accomplish the purposes of Section 2.a. or Attachment A. Such complementary/sub-specialists and licensed professionals shall include, but not necessarily be limited to:
- a) Legal counsel, for all CLIENT's legal advice, legal analysis, and legal services, including, but not necessarily limited to final drafting, reviewing, approving, and assuring legal adequacy of all language and content of all Memorandums of Understanding (MOUs), prior to MOU adoption by CLIENT's City Council;
 - b) Actuaries, for all CLIENT's actuarial needs, including, but not necessarily limited to any actuarial analysis needed to sufficiently consider and develop desired proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, for example as may be required for consideration and analysis of employee and retiree benefits options' viability, cost, pros and cons, and risks;
 - c) Accountants, for CLIENT's accountancy needs, including, but not necessarily limited to tax counseling related to the language and content of all Memorandums of Understanding (MOUs), prior to MOU adoption by CLIENT's City Council;
 - d) Appropriate financial, investment, and insurance professionals, for all other financial advice and services including, but not necessarily limited to advice and services related to the availability of funds or specified rate of return or interest; the expected performance, fluctuation in or future market value of investments or securities; potential sales, earnings, profitability or economic value; securing financing; and the preparation of pro-forma statements, such as those which are the basis of and/or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
 - e) Compensation study experts, for all CLIENT's necessary or desired compensation studies helpful in forming appropriate bargaining proposals related to compensation; and
 - f) Any and all other complementary/sub-specialists or licensed professionals, needed or desired, for any and all other analysis, advice, or services, requiring such complementary/sub-specialization or professional licensure, which are reasonably required in order to accomplish any CLIENT purpose, including the purposes of Section 2.a and Attachment A

3. ABILITY TO PERFORM – CONSULTANT agrees and represents that it has the availability, ability, and expertise to perform CONSULTANT Services.
4. DISCLAIMER OF GUARANTEE – CONSULTANT shall perform CONSULTANT Services in a manner consistent with the level of due diligence normally observed by a person of CONSULTANT’s qualifications, offering CONSULTANT Services, as defined by Section 2.a, Attachment A, and this Agreement generally. However, nothing in this Agreement and nothing in CONSULTANT’s statements to CLIENT should be construed as a promise or guarantee about outcomes, completion time, or total fees. CONSULTANT makes no such promises or guarantees. CONSULTANT’s comments about such topics are expressions of opinions only. Actual outcomes, time required, and fees due (other than hourly rate and other billing policies specified in Section 7 and Attachment B) may vary from any estimates given.
5. DIRECTION & EXECUTION –
 - a. Direction: To the extent consistent with Section 6 and the rest of this Agreement, CONSULTANT shall take direction from, and be monitored by CLIENT’s City Manager, and/or a duly authorized designee, except as otherwise specified in this Agreement.
 - b. Execution: CONSULTANT shall assign Patrick Clark to have overall responsibility for the progress and execution of CONSULTANT’s obligations under this Agreement. Any change in this assignment may be cause for termination of this Agreement by CLIENT, in accordance with Section 15.
6. ENTITY AS CLIENT – CLIENT is the client, and the only client, under this Agreement. Therefore, CONSULTANT’s duty under this Agreement is to the CLIENT itself, as represented by its duly elected legislative body, when acting in accordance with all applicable laws. Accordingly, and notwithstanding Section 5, or any other provision of this Agreement, CONSULTANT
 - a. Adopts no separate duty by this Agreement to any individual or entity working with or for CLIENT;
 - b. Shall only take direction from any individual or entity working with or for CLIENT to the extent CONSULTANT finds it consistent with CONSULTANT’s duty to CLIENT pursuant to this Agreement; and
 - c. Shall be permitted to consult with CLIENT’s legislative body, as CONSULTANT deems necessary, and in the manner and to the extent permitted by California law, to properly execute CONSULTANT’s obligations to CLIENT under this Agreement.


 (CONSULTANT’s initials)
 
 (CLIENT’s initials)

7. COMPENSATION –

- a. Compensation Rates, Definitions, and Policies – Compensation rates, definitions, and policies are as set forth in Attachment B, and incorporated into this Agreement by this reference
- b. Method of Billing and Payment – At or near the end of each calendar month, CONSULTANT shall submit to CLIENT an invoice for CONSULTANT’s Time Worked, and, at CONSULTANT’s discretion, Billable Expenses, incurred during that calendar month, in accordance with the compensation rates, definitions, and policies described in Attachment B. CLIENT shall pay each invoice in full within 30 days of its receipt.
- c. Total Compensation – The total compensation and costs payable to Consultant under this Agreement shall not exceed the sum of thirty thousand dollars \$30,000.00 (“Compensation Cap”), except to the extent Compensation Cap is increased or removed by renewal or extension of this Agreement, per the terms of Section 16.

8. INSURANCE – CONSULTANT, at CONSULTANT’s own cost and expense, shall procure and maintain for the duration of the Agreement, insurance policies and endorsements of the type described below.

- a. Coverage Required –
 - i. Business General Liability Insurance Policy – \$1,000,000.00 per claim and \$2,000,000.00 general aggregate;
 - ii. Auto Liability Insurance Policy – \$1,000,000.00;
 - iii. Errors and Omissions Insurance Policy – \$1,000,000.00; and
 - iv. Workers Compensation Insurance Policy, if/when applicable – Currently CONSULTANT has no employees and is not planning to hire any employees. Therefore, currently CONSULTANT maintains no workers compensation insurance. However, if CONSULTANT hires employees in the future, at that time CONSULTANT shall obtain workers compensation insurance and maintain it for so long as CONSULTANT retains such employees.
- b. Endorsements – Within a reasonable amount of time after the later of the following two dates, if those dates differ: i) the Effective Date of this Agreement, stated in Section 1; and ii) the date by which all parties have signed this Agreement, CONSULTANT shall ensure that CONSULTANT’s business general liability and auto liability insurance policies, referenced in Sections 8.a.i-ii, name CLIENT and related parties as additional insured(s), as follows: “City of Lodi and its officers, employees, agents, and volunteers.”
- c. Evidence of Coverage –
- d. As soon as practicable upon securing the endorsements required by Section 8.b., CONSULTANT shall ensure that (a) certificates of insurance indicating evidence

 (CONSULTANT’s initials)
  (CLIENT’s initials)

of the endorsements required by Section 8.b are delivered to CLIENT; and, (b) within a reasonable period of time after a copy of any particular policy required by Section 8.a is requested by CLIENT in writing, that requested copy is delivered to CLIENT.

e. Thereafter, at reasonable intervals, in order to assure that required insurance coverage has not lapsed, with a reasonable period of time after written request by CLIENT (a) CONSULTANT shall ensure CLIENT is provided with requested additional certificates of insurance, indicating evidence of the endorsements required by Section 8.b; and (b) CONSULTANT shall ensure CLIENT is provided with any requested copies of any particular policy required by Section 8.a, if the language in that policy may have changed since CLIENT's last request.

f. Substitute Insurance – CONSULTANT agrees that if it fails to maintain insurance coverage of the type described under Section 8.a. and 8.b., for the duration of this Agreement, whether due to the required insurance lapsing, expiring, terminating, being suspended, or otherwise failing to be maintained, and then fails to reinstate such insurance within 8 business days of receiving written notice from CLIENT of CLIENT's plan to exercise its rights under this Section 8.d., CLIENT may either (i) immediately terminate this Agreement, upon delivery of written notice; or (ii) take out the minimum insurance necessary to rectify the lapse and pay the premium(s) thereon, at CONSULTANT's expense.

g. Self-Insured Retention or Deductible – CONSULTANT shall be responsible for all deductibles and self-insured retentions on CONSULTANT's insurance policies, except when CLIENT makes a claim as an additional insured, in which case CLIENT shall be responsible.

h. Subcontractors – CONSULTANT subcontractors must also carry insurance policies of the type described in Section 8.a. and 8.b., but only to the extent and for the duration they directly perform CONSULTANT Services, as opposed to services performed for CONSULTANT and/or for the general operation of CONSULTANT's business, including, but not limited to secretarial services, accountancy services, and legal services to assist CONSULTANT in drafting and negotiating this Agreement, for example.

9. INDEPENDENT CONTRACTOR – Both parties agree that CONSULTANT shall perform CONSULTANT Services as an independent contractor, not as an employee of CLIENT. Accordingly, CONSULTANT shall retain the right to perform similar and different services for others during the term of this Agreement; shall determine the means, methods, timing, and manner of performing CONSULTANT Services, subject only to the requirements of the Agreement; and shall be the primary provider of the tools and supplies needed to perform CONSULTANT Services.

10. ASSIGNMENT AND SUBCONTRACTING – A substantial inducement to CLIENT for entering this Agreement is to avail itself of CONSULTANT's unique combination of experience, reputation, and skill in delivering CONSULTANT Services. Therefore,

(CONSULTANT's initials)

(CLIENT's initials)

CONSULTANT agrees to refrain from assigning this Agreement or subcontracting any portion of CONSULTANT Services to a third party, without prior written permission from CLIENT. However, nothing in this Section shall prohibit CONSULTANT, with or without prior written permission from CLIENT, from hiring independent contractors or employees to provide support services for the general operation of CONSULTANT's business, including, but not limited to secretarial services, accountant services, and legal counsel to assist CONSULTANT in drafting and negotiating this Agreement, for example.

11. COMPLIANCE WITH LAWS – CONSULTANT agrees to comply with all federal, state, county and local laws, ordinances, and regulations applicable to CONSULTANT, except as otherwise inconsistent with Section 2.b or any other provisions of this Agreement. CONSULTANT'S obligation includes, but is not limited to, a) applying for a City of Lodi business license required by CLIENT for businesses working but not maintaining offices in CLIENT's jurisdiction, and b) filing Forms 700. However, CONSULTANT shall be required to comply with a) and b), *only* if/when CLIENT notifies CONSULTANT in writing of any such requirements, each applicable year. CLIENT's notification obligation, related to b), is consistent with FPCC policy, as indicated by its July 26, 2016 Informal Assistance letter, File No. 1-16-062, stating, in part "The City must have a method in place to review current and future City contracts and identify those contracts ... For the contracts identified, the City has a responsibility to notify each contractor of the contractor's obligation to file."

12. CONFIDENTIALITY – All data, documents, discussions, and other information developed or received by CONSULTANT in performing CONSULTANT Services shall be deemed confidential ("Confidential Information"), except that which is either immaterial, shared in communications with representatives of CLIENT bargaining units, publicly available, generally known, and/or released by CLIENT to the public. CONSULTANT shall not disclose Confidential Information, except as CONSULTANT reasonably and in good faith determines is either required by law, authorized by CLIENT, helpful in order either to perform CONSULTANT Services or to execute any other provision this Agreement, or is otherwise reasonable, as in the event of a dispute between CONSULTANT and CLIENT. CONSULTANT acknowledges that CLIENT is required to comply with the California Public Records Act.

13. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY –
 - a. Ownership of Intellectual Property – CONSULTANT owns the copyright to any and all reports, documents, and other written material provided by CONSULTANT to CLIENT in the performance of this Agreement ("Written Products"). Therefore, CLIENT shall not attempt to register copyright or resell any version of such Written Products. CONSULTANT may take, retain, disclose, reformulate, reuse, resell and register copyright versions of such Written Products from which any and all of CLIENT's confidential information has been removed.

- b. Licensing of Intellectual Property – This Agreement creates a nonexclusive and perpetual license for CLIENT to copy, use, modify, or reuse any and all Written Products, for direct use by CLIENT.
14. RECORDS AND INSPECTIONS – CONSULTANT shall maintain materially complete records with respect to CONSULTANT Services for a period of three years after the termination of this Agreement, digitized at CONSULTANT's option. CLIENT shall have the right, at its own expense, to request, access, examine, and make copies such records, during normal business hours, pursuant to specific, reasonable date, time, and other relevant logistical arrangements made in advance with CONSULTANT.
15. TERMINATION OF AGREEMENT –
- a. Elective Termination – Either party, CONSULTANT or CLIENT, may terminate this Agreement, either i) with 15 days advance written notice, with or without cause; or ii) immediately upon delivery of written notice, with cause, as defined by Section 8.d.i. or Section 5.c.
- b. Automatic Termination – If the Compensation Cap described in Section 7.c is reached, this Agreement shall automatically terminate, except to the extent renewed or extended per the terms of Section 16.
- c. Requirements Upon Termination – In the event of termination, in accordance with either Sections 15.a. or 15.b., CLIENT shall compensate CONSULTANT for CONSULTANT's Time Worked and any Billable Expenses incurred up to the date of termination within thirty days of CONSULTANT's delivery to CLIENT of both a final invoice and all significant work product generated prior to the date of termination but not yet provided to CLIENT, if any.
16. RENEWAL OR EXTENSION OF AGREEMENT – In the event a date of termination is established, in accordance with Section 15.a or 15.b, this Agreement may be renewed or amended to extend beyond that date of termination only by written agreement of the parties, entered into either before or within 30 days after that date of termination. However, nothing in this Section, or in this Agreement generally, requires either party to renew or extend this Agreement or to enter into negotiations regarding the renewal or extension of this Agreement.
17. NO THIRD PARTY BENEFICIARY – This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors, heirs, and assigns, and no other person or entity may have or acquire any right by virtue of this Agreement.
18. NOTICE – Any notice required by Section 8, 15, or Attachment B of this Agreement shall be in writing and either delivered personally or sent by prepaid, first class mail, to the applicable party's physical address, provided below. Any other notice required by this Agreement may be emailed, to the applicable party's email address, provided below. Either party may change its addresses or phone number by notifying the other party in


(CONSULTANT's initials)


(CLIENT's initials)

writing of the change. Any notice, request, or other communication between the parties, whether required by this Section or in voluntary compliance with it, shall be deemed communicated upon personal delivery, or within 72 hours from the time of mailing or emailing, if sent as provided in this Section.

If to CLIENT:
City of Lodi
Attn.: City Manager
221 West Pine Street
Lodi, CA 95241
Tel: (209) 333-6700
Email: scarney@lodi.gov

If to CONSULTANT:
Patrick Clark Consulting
Attn.: Patrick Clark
428 J Street, 4th Floor
Sacramento, CA 95814
Tel: (916) 838-2306
Email: pc@patrickclarkconsulting.com

19. ENTIRE AGREEMENT – This Agreement and all other agreements, exhibits, attachments, and schedules incorporated into this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties, pertaining to CLIENT hiring CONSULTANT to perform CONSULTANT Services, and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties pertaining thereto. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty, except those expressly set forth in this Agreement.
20. SEPARATE WRITINGS AND EXHIBITS – The following agreements, exhibits, attachments, schedules, or other separate writings, as executed contemporaneous herewith or as amended in the future in accordance with Section 21, and are hereby incorporated into this Agreement by this reference:
- a. ATTACHMENT A – Scope of Work
 - b. ATTACHMENT B – Compensation Rates, Definitions, and Policies
 - c. Any additional exhibits, attachments, schedules, or other separate writings, added to this Agreement in the future, by amendment, in accordance with Section 21.

If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, attachment, schedule, or other incorporated writing, the provisions of this Agreement shall control.

21. AMENDMENTS – This Agreement and its attachments may be supplemented, amended, or modified only by a writing signed by both parties, except as allowed by Attachment B.

 (CONSULTANT's initials)  (CLIENT's initials)

22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected. However, notwithstanding the foregoing, this clause shall not be applied so as to defeat the primary purpose of the parties, which is CLIENT hiring CONSULTANT to perform CONSULTANT Services in exchange for compensation described in Section 7 and Attachment B.
23. JURISDICTION OF LAW; VENUE – The laws of the State of California shall govern the validity, construction, and effect of this Agreement, except to the extent said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the San Joaquin County Superior Court, if Consultant is plaintiff, and in Sacramento County Superior Court, if Client is plaintiff.
24. CAPTIONS – The captions in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.
25. WAIVER – No delay or omission to exercise any right, power, or remedy accruing to parties under this Agreement shall impair any right, power, or remedy of parties, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy; or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.
26. AUTHORITY TO ENTER AGREEMENT – Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement on behalf of each respective party.

IN WITNESS WHEREOF, CLIENT and CONSULTANT have executed this Agreement as of the dates written below.

CLIENT (City of Lodi)

By:



Scott R. Carney
City Manager

Date

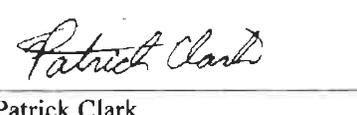
Approved as to Form:


Katie O. Lucchesi
City Attorney

Date

CONSULTANT (Patrick Clark Consulting)

By:



Patrick Clark
Consultant

8/26/24

Date

Attest:


Olivia Nashed
City Clerk

9.3.24

Date

ATTACHMENT A

SCOPE OF WORK

As limited by Section 2.a. of this Agreement; as otherwise consistent with this Agreement; and to the extent under the direction and supervision of CLIENT's City Manager, and/or a duly authorized designee, and in consultation with and with review and approval by CLIENT's duly provided, appropriate, relevant, necessary, and desired complementary/sub-specialists and licensed professionals, including, but not necessarily limited, to those described in Section 2.b. of this Agreement, "CONSULTANT Services" to include:

1. Serve as the CLIENT's Labor Negotiations Advisor and Labor Negotiator;
2. Accept and advocate for CLIENT's City Council guidelines and parameters for ensuing discussions with CLIENT's recognized employee group(s);
3. Meet with CLIENT's Negotiation Committee and City Council to assist in the formulation of CLIENT's position(s) for forthcoming meetings with CLIENT's recognized employee group(s);
4. Collaboratively develop guidelines, proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, specifically in cooperation with CLIENT's duly provided complementary/sub-specialists and licensed professionals, needed, or desired for input, review, or approval, as described in Section 2.b. of this Agreement, including, but not necessarily limited to, CLIENT's Negotiation Committee members and, without limitation, CLIENT's City Council, as well as CLIENT's legal counsel and actuary(ies), if/as necessary or desired.
5. Assist in developing tentative agreements, and MOU provisions, as are reasonable and/or necessary to negotiations, specifically at the direction of CLIENT's City Council as shared by CLIENT's negotiation committee, and with the cooperation, review, and/or approval of any other appropriate, duly provided CLIENT complementary/sub-specialists and licensed professionals, as described in Section 2.b. of this Agreement, including, but not necessarily limited to CLIENT'S legal counsel, where CLIENT shall ensure that all tentative agreements and MOU provisions are subject to final review and approval by CLIENT's legal counsel and any other necessary or desired Section 2.b. complementary/sub-specialists and licensed professionals, prior to MOU adoption by CLIENT's City Council.
6. Serve as the CLIENT's Labor Negotiations Advisor and Labor Negotiator in any impasse proceedings or unit determination disputes.



ATTACHMENT B

COMPENSATION RATES, DEFINITIONS, AND POLICIES

1. **CONSULTANT Invoices:** CONSULTANT invoices shall include brief descriptions of Time Worked, including dates and amount of time spent, and amounts for Time Worked at CONSULTANT's Rate, and, at CONSULTANT's discretion, amounts for Billable Expenses, if any, in accordance with the following definitions and related rates and policies.
2. **Definitions:**
 - a. "Time Worked" Time Worked shall include both CONSULTANT's time spent performing Consultant Services and CONSULTANT's related drive time, including time spent driving between CLIENT's location(s) and CONSULTANT's office, home, or any other location.
 - b. "CONSULTANT's Rate": CONSULTANT's Rate is \$250.00 per hour, billable in increments of 15 minutes.
 - c. "Billable Expenses:" CONSULTANT'S actual, reasonable, documented expenses shall be considered "Billable Expenses," and shall be reimbursed by CLIENT at cost, without mark-up, if and when billed by CONSULTANT.

Signature: 
Katie Lucchesi (Jan 22, 2026 10:13:23 PST)

Email: klucchesi@lodi.gov

Patrick Clark Amendment No. 2

Final Audit Report

2026-01-22

Created:	2026-01-22
By:	Vanessa Serna (vserna@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMkC8QoKVEIy5W6tzR4onil6O-9Csc811

"Patrick Clark Amendment No. 2" History

-  Document created by Vanessa Serna (vserna@lodi.gov)
2026-01-22 - 6:05:24 PM GMT
-  Document emailed to Katie Lucchesi (klucchesi@lodi.gov) for signature
2026-01-22 - 6:06:35 PM GMT
-  Email viewed by Katie Lucchesi (klucchesi@lodi.gov)
2026-01-22 - 6:12:22 PM GMT
-  Document e-signed by Katie Lucchesi (klucchesi@lodi.gov)
Signature Date: 2026-01-22 - 6:13:23 PM GMT - Time Source: server
-  Agreement completed.
2026-01-22 - 6:13:23 PM GMT