

RESOLUTION NO. 25-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AMENDMENT NO. 3 TO THE CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, David C. Roberts, Jr. (hereinafter “Mr. Roberts”) commenced services as the City Manager on February 16, 2022 pursuant to the City of Carson City Manager Employment Agreement (the “Agreement”) between Mr. Roberts and the City Council of the City (the “City Council”); and

WHEREAS, the City Council approved the First Amendment to the Agreement on September 20, 2022 via Resolution No. 22-197 and the Second Amendment to the Agreement on November 7, 2023 via Resolution No. 23-053 (Agreement, First Amendment, and Second Amendment collectively, “Agreement”); and

WHEREAS, the City Council and Mr. Roberts now wish to amend the Agreement by means of the Amendment No. 3 to the Agreement, a copy of which is attached hereto as Exhibit “A”.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2. Amendment No. 3 to the City Manager Employment Agreement between the City of Carson and David C. Roberts, Jr. attached hereto as Exhibit “A” is hereby approved. The Mayor is authorized to execute this agreement on behalf of the City subject to City Attorney approval as to form.

SECTION 3. This resolution shall be effective immediately upon its adoption.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

PASSED, APPROVED and ADOPTED this 15th day of April, 2025.

LULA DAVIS-HOLMES, MAYOR

ATTEST:

DR. KHALEAH BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

SUNNY K. SOLTANI, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah Bradshaw, City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 25-059 was duly and regularly adopted by said City at a regular meeting duly and regularly held on the ____day of____ 2025, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By: _____
 City Clerk

EXHIBIT “A”

CITY OF CARSON

AMENDMENT NO. 3 TO CITY MANAGER EMPLOYMENT AGREEMENT

This THIRD AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT (“Third Amendment”) is entered into and made effective the 15th day of April 2025, by and between the CITY OF CARSON, a charter city and municipal corporation (“City”) and David C. Roberts Jr., an individual (“Employee”).

RECITALS

WHEREAS, Employee commenced services as the City Manager of the City effective February 16, 2022 pursuant to the City of Carson City Manager Employment Agreement (the “Agreement”) between Employee and the City Council of the City (the “City Council”); and

WHEREAS, Section 9.2 of the Agreement provides that it “may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval”; and

WHEREAS, on September 20, 2022, the City Council and Employee entered into the First Amendment to the City Manager Employment Agreement (“First Amendment”) to revise the severance pay provision of the Agreement; and

WHEREAS, on March 7, 2023, the City Council and Employee entered into the Second Amendment to the City Manager Employment Agreement (“Second Amendment”) to provide for the following: i) new salary increases effective March 7, 2023 following approval of this Second Amendment and effective July 1, 2023; ii) a one-time lump sum payment of \$32,618.14 to encourage Employee’s continued retention under the terms of the Agreement; and iii) fringe benefit levels equivalent to all Executive Management Employees, should the fringe benefit level provided in the Unclassified Management Employees Benefits Resolution exceed the fringe benefit level for Employee specified in the Agreement (Agreement, First Amendment, and Second Amendment are collectively referred to as “Agreement”); and

WHEREAS, the City Council and Employee now desire to enter into a Third Amendment to the Agreement; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the Agreement is revised to read, in its entirety, as follows:

“2.1 Salary. As of the Effective Date of this Third Amendment to the Agreement, Employee’s current base salary is and shall continue to be Three Hundred Fifty-Three Thousand, Four Hundred Ninety-Six Dollars and Zero Cents (\$353,496.00) annually (“Salary”), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.

In the first full pay period following the approval of the Third Amendment, Employee shall be paid a one-time, lump sum payment equivalent to six percent (6%) of Employee’s annual base salary of \$353,496.00 which is the amount of Twenty-One Thousand, Two Hundred Nine Dollars and Seventy-Six Cents (\$21,209.76).

In the first full pay period following July 1, 2025, Employee shall be paid a one-time, lump sum payment equivalent to four percent (4%) of Employee’s annual base salary of \$353,496.00, which is the amount of Fourteen Thousand, One Hundred Thirty-Nine Dollars and Eighty-Four Cents (\$14,139.84) to encourage Employee’s continued retention under the terms of the Agreement.

In the first pay period following July 1, 2026, Employee shall be paid a one-time, lump sum payment equivalent to four percent (4%) of Employee’s annual base salary of \$353,496.00, which is the amount of Fourteen Thousand, One Hundred Thirty-Nine Dollars and Eighty-Four Cents (\$14,139.84) to encourage Employee’s continued retention under the terms of the Agreement.

Such lump sum payments shall not be “compensation earnable” under CalPERS laws and regulations for purposes of calculating his CalPERS service retirement benefits.”

SECTION 3. Section 4.1 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics***, deleted language in ~~strikethrough~~):

“4.1 Severance Pay. In the event that ~~within two (2) years of the Effective Date Employee’s appointment is terminated without cause and Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee 16 months base salary as severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by sixteen (16), less applicable deductions and excluding deferred compensation or the value of any other benefits. If Employee is terminated without cause after two (2) years of the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee~~ ***nine*** (9) month’s base salary as severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by nine (9), less applicable deductions and excluding

deferred compensation or the value of any other benefits. These severance payments are in compliance with California Government Code section 53260. Notwithstanding the reference to a lump sum severance payment in section 3.2 of the form "Agreement of Separation, Severance, and General Release" (attached to the Agreement as Exhibit "C"), any severance payments made to Employee pursuant to this Section 4.1 will be made on a monthly basis, subject to the terms and conditions of Article 4.0 of this Agreement. ***In accordance with Section 4.2 of this Agreement, this section shall not apply if Employee resigns on his own volition, per section 3.3 of this Agreement, or if Employee is terminated for cause, per section 3.4(a) of this Agreement.*** "

SECTION 4. Section 6.1 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics***, deleted language in ~~striketrough~~):

"6.1 Automobile Allowance. The City shall reimburse Employee for the use of his personal automobile for official City business at the rate of ~~Six Hundred Dollars (\$600.00)~~ ***Seven Hundred Dollars (\$700.00)*** per month. City will also reimburse Employee for all parking fees incurred on City business under the same terms and conditions applicable to classified City employees. The car allowance and parking expense reimbursements authorized by this Section shall constitute full compensation for any and all expenses related to the operation and maintenance of Employee's vehicle for City purposes. Employee shall maintain throughout the term of this Agreement automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries or death of one person and Fifty Thousand Dollars (\$50,000.00) for property damage arising from one accident. Employee shall provide City with evidence of such automobile liability insurance coverage, to consist of a certificate of insurance or a copy of the insurance policy. City shall reimburse Employee for the additional costs incurred by Employee in raising his personal automobile insurance limits to meet the requirements of this Section"

SECTION 5. Section 6.5 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics***, deleted language in ~~striketrough~~):

"6.5 Deferred Compensation.

a. 457(b) Plan. City agrees that Employee may, at his sole cost and expense, participate in City's Deferred Compensation Program. City further agrees that it shall match Employee's contributions, if any, into City's Deferred Compensation Plan on a dollar-for-dollar basis, up to a maximum of Six Thousand Dollars (\$6,000.00) per year as allowed by state law.

b. 401(a) Plan. ***City agrees that Employee may, at his sole cost and expense, participate in City's 401(a) Plan. City further agrees that it shall match Employee's contributions, if any, into City's 401(a) Plan on a dollar-for dollar basis, up to a maximum of Six Thousand Dollars (\$6,000.00) per year as allowed by federal and state law.*** "

SECTION 6. Section 6.10 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics***, deleted language in ~~striketrough~~):

“6.10 Leave Redemption. Employee may redeem any accumulated leave each fiscal year, up to a combined total of ~~100~~ ***three hundred (300)*** hours. Sick leave shall be redeemable at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed, subject to Section 6.7. All other types of leave shall be redeemed at a rate of one (1) hour of pay for each one (1) hour of leave redeemed”

SECTION 7. Section 6.13 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics***, deleted language in ~~striketrough~~):

“6.13 Life Insurance. The City shall provide Employee with term life insurance coverage of not less than ~~Two Hundred Thousand Dollars (\$200,000.00)~~ ***Four Hundred Thousand Dollars (\$400,000.00)***, with no cash surrender value to Employee, after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier. Employee shall control the naming of any beneficiaries of the policy. If the EOI form is not submitted, the maximum coverage amount shall be ~~One Hundred Ten Thousand Dollars (\$110,000.00)~~ ***Two Hundred Thousand Dollars (\$200,000.00)***, subject to any age reduction schedules mandated by the insurance company.”

SECTION 8. Except as expressly amended by this Third Amendment, the underlying terms, conditions, and compensation of Employee by City as and for his employment as city manager shall be as set forth in the First Amendment, Second Amendment, and the Agreement.

IN WITNESS WHEREOF, the CITY OF CARSON has caused this Third Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Third Amendment, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CARSON

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

EMPLOYEE

David C. Roberts, Jr., City Manager

[END OF SIGNATURES]