

**RESOLUTION NO. 23-053**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CARSON, CALIFORNIA, APPROVING SECOND AMENDMENT  
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 and Mr. Roberts now wish to amend the Agreement by means of the Second Amendment 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.** The Second Amendment 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 7th day of March, 2023.

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LULA DAVIS-HOLMES, MAYOR

ATTEST:

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DR. KHALEAH BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

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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. 23-053, was duly and regularly adopted by said City at a regular meeting duly and regularly held on the \_\_\_\_ day of \_\_\_\_ 2023, 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**  
**SECOND AMENDMENT TO**  
**CITY MANAGER**  
**EMPLOYMENT AGREEMENT**

This SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT (“Second Amendment”) is entered into and made effective the 7<sup>th</sup> day of March 2023, 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, the City Council and Employee now desire to enter into this 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) that Employee receives 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; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Second 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. Article 2.0 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics***, deleted language in ~~strikethrough~~):

“2.0    COMPENSATION AND REIMBURSEMENT

2.1 Salary. For the services rendered pursuant to this Agreement, Employee's initial base salary shall be Two Eighty One Thousand One Hundred Forty Dollars and No Cents (\$281,140.00) 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. ***In lieu of the 3% cost of living adjustment (COLA) previously contemplated on the first anniversary of the Agreement, effective March 7, 2023, the Salary shall be increased by fifteen point five percent (15.5%) to Three Hundred Twenty Four Thousand Seven Hundred Sixteen Dollars and Seventy Cents (\$324,716.70) annually. Effective July 1, 2023, the Salary shall be increased by an additional five percent (5%) to Three Hundred Forty Thousand Nine Hundred Fifty Two Dollars and Fifty Four Cents (\$340,952.54) annually.*** Additionally, Employee shall receive a guaranteed 3% cost of living adjustment ("COLA") increase to his then-current Salary effective the first full pay period following the ~~first~~, second and third annual anniversary of the Effective Date of this Agreement. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

***In the first pay period following the approval of the Second Amendment, Employee shall be paid a one-time, lump sum payment in the amount of Thirty Two Thousand Six Hundred Eighteen Dollars and Fourteen Cents (\$32,618.14 ) 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.***

2.2 Annual Compensation Review. The City Council and Employee agree to conduct an annual compensation review concurrently with the annual performance evaluation set forth in Section 5.2. Following the annual performance review, the City may increase the Employee's Salary-beyond the guaranteed 3% COLA referenced in Section 2.1 and any additional compensation, but reserves the right to defer all or part of any additional Salary and other compensation adjustment otherwise recommended during the annual review if the fiscal state of the City warrants such an action. However, the guaranteed 3% Salary cost of living adjustment increase provided for in Section 2.1 may not be deferred in part or in total. Any action to approve an additional Salary or other compensation increase beyond the guaranteed COLA must be approved by a majority vote of the Council at a public meeting and adopted by contract amendment implemented by means of a resolution. ~~Should the Unclassified Management Employees Benefits Resolution provide greater benefits than provided in this Agreement, City Council and City Manager agree to discuss during the annual compensation review increasing the benefit provided hereunder to match or exceed that provided under the Unclassified Management Employees Benefits Resolution."~~

SECTION 3. Section 6.17 of the Agreement is revised to read, in its entirety, as follows (added language in bold italics):

“6.17 Except as specifically provided herein, Employee shall be entitled to the benefits provided to Unclassified Management Employees pursuant to the Unclassified Management Employees Benefits Resolution, and subject to the terms and conditions provided therein. *Additionally, should a fringe benefit level (e.g. auto allowance, sick, vacation and other leave accrual rates and accrual caps) applicable to all Unclassified Management Employees under the Unclassified Management Employees Benefits Resolution exceed the fringe benefit level provided to Employee pursuant to this Agreement, then Employee shall be entitled to the fringe benefit level equivalent to that provided to all Unclassified Management Employees. (For example, Employee will be provided administrative leave accrual at the rate of 10 hours monthly with an accrual cap of 160 hours as provided in the current Unclassified Management Employees Benefits Resolution for all Unclassified Management Employees, instead of 8.33 hours per month with an accrual cap of 100 hours as provided in Section 6.9 of this Agreement.)*”

SECTION 4. Except as expressly amended by this Second 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 and the Agreement.

IN WITNESS WHEREOF, the CITY OF CARSON has caused this Second 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 Second Amendment, all in triplicate.

**[SIGNATURES ON FOLLOWING PAGE]**

CITY OF CARSON

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Lula Davis-Holmes, Mayor

ATTEST:

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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]**