

RESOLUTION NO. 22-197

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARSON, CALIFORNIA, APPROVING FIRST 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 First 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 First 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 20th day of September, 2022.

LULA DAVIS-HOLMES, MAYOR

ATTEST:

DR. KHALEAH BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

SUNNY K. SOLTANI, CITY ATTORNEY

EXHIBIT “A”

CITY OF CARSON
FIRST AMENDMENT TO
CITY MANAGER
EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT (“First Amendment”) is entered into and made effective the 20th day of September 2022, 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, the City Council and Employee now desire to specify that any severance payments to Employee in the event of his termination without cause would be paid out, subject to the terms and conditions of the Agreement, on a monthly basis; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this First 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 4.1 of the Agreement is revised to read, in its entirety, as follows (added language in *bold italics*):

“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 12 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 twelve (12), 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 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.”***

SECTION 3. Except as expressly amended by this First 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 Agreement.

IN WITNESS WHEREOF, the CITY OF CARSON has caused this First 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 First 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]