

**CITY MANAGER EMPLOYMENT  
AMENDMENT TO AGREEMENT**

**between the  
City of Bellflower  
and  
Jeffrey L. Stewart**

**(Amendment No. 1 to Agreement File No. 557)**

This Amendment No. 1 to Agreement File No. 557 is made and entered into by and between the City of Bellflower, California, a municipal corporation (the "City"), and Jeffrey L. Stewart, an individual ("Stewart"). The City and Stewart are sometimes individually referred to, collectively, as "Parties."

Whereas, the Parties entered into that certain Agreement File No. 557 wherein Stewart has been employed as the City's City Manager (the "Agreement");

Whereas, pursuant to the Agreement, the City Council conducted an annual review of Stewart;

Whereas, the results of that review process were positive; and

Whereas, the Parties desire to amend the Agreement as set forth herein.

Now, therefore, the City and Stewart agree to amend the Agreement as follows:

1. Except as otherwise expressly stated herein or the context requires, all terms used in this Amendment No. 1 shall have the same meaning as used in the Agreement.

2. Subsection 4.A.(1)(a) of the Agreement is hereby amended to read as follows:

(a) The annual salary for the position of City Manager shall be \$196,000. Any subsequent increases must be agreed to by both Parties and require formal action of the City Council.

3. Subsection 4.B.(2)(a) of the Agreement is hereby amended to read as follows:

(a) Stewart shall receive the same sick leave accrual and benefits as provided to the Executive Management class of City employees. Stewart shall receive an annual fixed amount of vacation leave of 132 hours, which shall accrue as of January 1, 2013 and each subsequent January 1 this

Agreement remains in effect. Stewart shall be paid for any unused accrued vacation or sick leave upon either voluntary or involuntary termination of employment.

4. Subsection 5.A.(2)(a) of the Agreement is hereby amended to read as follows:

(a) Deferred Compensation. As a deferred compensation plan, the City will match Stewart's "regular" contributions to deferred compensation up to 3% of his combined Base Pay and bilingual pay for each calendar year. Stewart's contribution will be evenly distributed throughout the calendar year. There will be no City-match for Stewart's contribution, if any, over the above 3% limit.

5. Notwithstanding any other provision of this Amendment No. 1 or the Agreement, the Parties agree to fully comply with the Government Code sections that are part of AB 1344, as it was effective on January 1, 2012, ("AB 1344") and to fully comply with other applicable law as it exists as of the date of execution of this Amendment No. 1 and as the Agreement may be amended from time to time thereafter. In that regard, the following Government Code sections are hereby incorporated by this Amendment No. 1 into the terms of the Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

§53243.4. Abuse of office or position defined.

Stewart has reviewed, is familiar with, and agrees to comply fully with each of those provisions, if any are ever applicable to Stewart, including Stewart agrees any cash settlement or severance related to the termination Stewart may receive from the City shall be fully reimbursed to the City if Stewart is convicted of a crime involving an abuse of his office or position.

In addition, AB 1344 also includes Government Code section 3511.2. Notwithstanding any other provisions of this Amendment No. 1 or the Agreement,

**City of Bellflower, Amendment No. 1 to AFN 557**  
**Jeffrey L. Stewart**  
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the City is prohibited through the Agreement or any amendment thereto or in any other way to provide an automatic renewal of the Agreement that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits established by section 3511.2. Government Code section 3511.2 is hereby incorporated into this Amendment No. 1 and the Agreement.

6. Except as expressly stated in this Amendment No. 1, the terms and conditions of the Agreement are in full force and effect.

7. The effective date of this Amendment No. 1 is July 1, 2013, as long as it has been signed on behalf of the City and by Stewart.

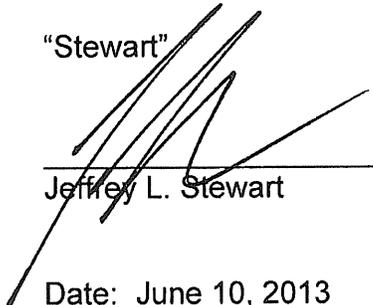
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year noted below.

"City"

BY:

  
Ray Dunton, Mayor

"Stewart"

  
Jeffrey L. Stewart

Date: June 10, 2013

Date: June 10, 2013

ATTEST:

  
Debra D. Bauchop, City Clerk

APPROVED AS TO FORM:

  
June S. Ailin, Assistant City Attorney