

**CITY MANAGER EMPLOYMENT
AMENDMENT TO AGREEMENT**

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

(Amendment No. 2 to Agreement File No. 557)

This Amendment No. 2 to Agreement File No. 557 is made and entered into by and between the City of Bellflower, California, a municipal corporation ("City"), and Jeffrey L. Stewart, an individual ("Stewart"). 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, which was amended by that certain Amendment No. 1 to Agreement File No. 557 (collectively, the "Amended Agreement");

Whereas, pursuant to the Amended 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 Amended Agreement as set forth herein.

NOW, THEREFORE, City and Stewart agree to amend the Amended Agreement as follows:

1. Except as otherwise expressly stated herein or the context requires, all terms used in this Amendment No. 2 shall have the same meaning as used in the Amended Agreement.

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

(a) Effective January 1, 2015, the annual salary for the position of City Manager shall be \$201,880. Any subsequent increases must be agreed to by both Parties and require formal action of the City Council.

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

(a) Deferred Compensation.

Effective July 1, 2014, the City will make, in one lump payment on July 1 of each calendar year this Agreement remains in effect, an annual contribution of \$12,000 into a qualified Section 457 Plan from one of City's approved plans, as selected by Stewart. Amounts contributed under this section shall be to benefit of Stewart in accordance with the Deferred Compensation Plan participation Agreement.

4. Subsection 6.C.(1) of the Amended Agreement is hereby amended to read as follows:

- (1) Effective January 1, 2015, in the event Stewart's employment is terminated by the City Council during such time Stewart is willing and able to perform the City Manager's duties under this Agreement, then in that event the City agrees to pay Stewart a lump sum cash settlement equal to nine-months' (9-months') base salary then in effect as provided in 4.A(1), above. Beginning January 1, 2016, and annually thereafter, Stewart shall accrue and be provided one additional month of severance pay for each calendar year served, up to a maximum of twelve (12) months.

5. Subsection 7.A.(3) is hereby added to the Amended Agreement to read as follows:

(3) Additional Term

This Agreement shall be extended for an additional term of thirty-six (36) months commencing on January 1, 2015, and continuing through December 31, 2017 (the "Extended Termination Date").

6. Except as expressly stated in this Amendment No. 2, the terms and conditions of the Amended Agreement are in full force and effect.

7. The effective date of this Amendment No. 2 is July 1, 2014, as long as it has been signed on behalf of City and by Stewart.

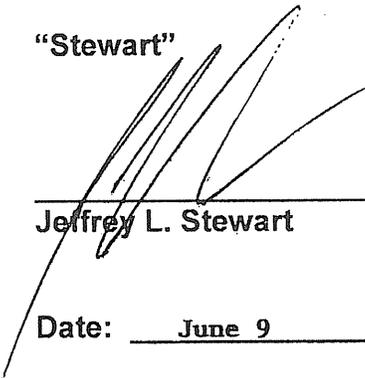
IN WITNESS WHEREOF the Parties have executed this Amended Agreement as of the day and year noted below.

“City”

“Stewart”

BY: 

Sonny R. Santa Ines
Mayor

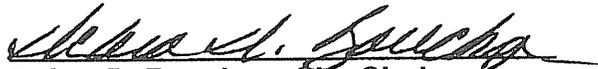


Jeffrey L. Stewart

Date: June 9, 2014

Date: June 9, 2014

ATTEST:



Debra D. Bauchop, City Clerk

APPROVED AS TO FORM:



Joseph W. Pannone, City Attorney