

CHIEF OF POLICE EMPLOYMENT AGREEMENT

This CHIEF OF POLICE EMPLOYMENT AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into and made effective the 15th day of July, 2025, by and between the CITY OF BEAUMONT, (hereinafter referred to as the “CITY”), and Christopher Ramos, an individual (hereinafter referred to as “EMPLOYEE”). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, California Government Code section 34851 authorizes a city manager form of government, which position is prescribed by state law and the CITY’s Municipal Code; and

WHEREAS, California Government Code section 34856 provides that the city manager, in cities operating under the City Manager form of government, may appoint and dismiss the chief of police and other subordinate appointive offices and employees;

WHEREAS, the duties of the Chief of Police are set forth in Exhibit “A” to this AGREEMENT;

WHEREAS, the CITY requires the services of a Chief of Police;

WHEREAS, based on EMPLOYEE’S executive and administrative qualifications and ability, the City Manager desires to appoint EMPLOYEE to serve as the Chief of Police for the CITY;

WHEREAS, the Parties agree that the EMPLOYEE has the necessary qualifications and experience to perform the as the Chief of Police for the CITY, including State of California Police Officer Standards and Training (POST) management certification and POST Executive certification; and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE’s employment through this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, CITY and EMPLOYEE hereby agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part of this Agreement.

2. EMPLOYMENT AND DUTIES.

2.1 Duties. The City Manager hereby appoints EMPLOYEE as Chief of Police for the CITY to perform the functions and duties of that position, as described in Exhibit “A” to this AGREEMENT, the California Government Code, and such other legally permissible and proper duties and functions as the City Manager shall, from time to time, direct or assign to EMPLOYEE.

The CITY reserves the right to amend the Beaumont Municipal Code as it deems necessary and appropriate, without requiring EMPLOYEE's acquiescence or an amendment of this AGREEMENT. EMPLOYEE agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

2.2 Work Schedule. It is recognized that the Chief of Police is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal business hours, Monday through Friday, as set by the CITY and as may be duly revised from time to time by the CITY, and will also often require the performance of necessary services outside of normal business hours EMPLOYEE's compensation is not based on hours worked.

2.3 FLSA Exempt Status. The Chief of Police position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA"), and EMPLOYEE shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA. EMPLOYEE acknowledges and agrees that the Chief of Police position is that of an exempt employee of the CITY for purposes of the FLSA.

2.4 Regional and Professional Activities. CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests, and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance EMPLOYEE's ability to serve CITY and perform EMPLOYEE's duties as Chief of Police. Toward this end, EMPLOYEE may, upon reasonable notice and approval by the City Manager, join professional organizations and participate in the activities of such organizations insofar such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE's duties as Chief of Police. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the Chief of Police necessary for EMPLOYEE's participation in national, statewide, regional, or professional organizations.

2.5 Non-CITY Activities. In accordance with Government code section 1126, during the period of EMPLOYEE's employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, except as permitted in Section 2.4, whether or not pecuniary advantage, that is or be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE's duties as Chief of Police.

2.6 Restriction on Outside Business Activities. During EMPLOYEE's employment, EMPLOYEE shall devote his full business, time, energy, and ability exclusively to the business and interests of CITY, and shall not, without prior written consent of City Manager, render services to others of any kind for compensation, or engage in other business activities that would material interfere with the performance of EMPLOYEE's duties under this AGREEMENT, except that:

(a) The expenditure of reasonable amounts of time, not in conflict with the CITY's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Section 2.6 and shall not require prior consent; and

(b) This Agreement shall not be interpreted to prohibit EMPLOYEE from making passive, personal investments or conducting private affairs in those activities that do not materially interfere with the EMPLOYEE's duties under this AGREEMENT or create or result in conflicts of interests with CITY.

2.7 CITY Documents. All data, studies, reports, and other documents prepared by EMPLOYEE while performing his duties during the term of this AGREEMENT shall be furnished to and become the property of the CITY, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to EMPLOYEE in connection with the performance of this AGREEMENT shall be held confidential by EMPLOYEE to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by EMPLOYEE, without the prior written consent of the City Manager, for any purposes other than the performance of EMPLOYEE's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this AGREEMENT, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

3. COMPENSATION AND REIMBURSEMENT.

3.1 Base Salary. Commencing on the date EMPLOYEE commences full time work with the CITY, EMPLOYEE shall receive a base annual salary of Two Hundred Thirty-Five Thousand Seven Hundred Forty-Seven Dollars and 20/100 per year (\$235,747.20) (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2025, may be adjusted from time-to-time by the CITY MANAGER following a performance evaluation, as provided for in Section 3.2 (below). In no event shall EMPLOYEE's base salary adjust automatically pursuant to any mechanism, and in no event shall EMPLOYEE's base salary exceed the maximum amount approved by the City Council, including in the CITY's Salary Chart or any other salary table or other document that may be adopted by the City Council in the future. The Base Salary shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions.

3.2 Performance Review. On or before the anniversary date of execution of this Agreement, the City Manager will undertake a job performance review of EMPLOYEE.

In connection with such performance review, the City Manager may consider any adjustments in EMPLOYEE's compensation consistent with the CITY's Salary Chart. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 4 (Termination).

3.3 Benefits. In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

(a) Cafeteria Plan, Dependent Care Flexible Spending Account, Life and Short Term Disability Insurance, Vacation Accrual, Sick Leave, Public Employees Retirement System (PERS) Eligibility, Certificate, Education and Reimbursements. EMPLOYEE shall be provided with these benefits to the same extent as those benefits are provided to the members of the Non-represented Police Management Group, whether as described in the Police Management Group MOU referred to in the Recitals or in the City's Employment Policies, whichever is applicable, as those document may be modified or amended from time to time.

3.4 Use of City-Owned Automobile. EMPLOYEE shall be given exclusive use of an emergency equipped CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) EMPLOYEE will not allow the automobile to be driven by any third party, except by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, EMPLOYEE waives and releases CITY from any workers compensation claim which EMPLOYEE may otherwise assert to the extent any injuries suffered by EMPLOYEE while driving the automobile were sustained while EMPLOYEE was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). EMPLOYEE may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Manager. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. In accordance with CITY reimbursement policies, EMPLOYEE may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

3.5 Jury Duty. EMPLOYEE will receive Base Salary and benefits while responding to a jury summons or serving on a jury. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

3.6 Business Related Equipment. CITY shall also provide EMPLOYEE a personal computer (at work) and either a smart phone or phone allowance comparable to the Non-represented Police Management Group for use in connection with CITY business. CITY shall be responsible for maintenance of said items.

3.7 Participation in Additional CITY Programs. EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY management employees, including but not limited to, the bilingual program or deferred compensation plan.

3.8 Administrative/Personal Leave. EMPLOYEE shall be allocated a maximum of forty (40) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that EMPLOYEE may accrue at any given time may not exceed eighty (80) hours total. Accrued but unused administrative/personal leave may not be rolled over to the next CITY fiscal year and may not be sold back to CITY. EMPLOYEE may request payment of up to forty (40) hours banked vacation pay, to be paid by separate check, per calendar year. Requests for payment of banked administrative pay should be submitted in accordance with the procedure stated in the Police Management Group MOU.

4. ILLNESS OR INJURY; DISABILITY AND DEATH.

4.1 Cessation of Work Due to Injury or Disability. CITY reserves the right to terminate EMPLOYEE's employment along with this Agreement if EMPLOYEE ceases to work as a result of injury or disability which results in Employee being unable to perform the essential duties of the Chief of Police position, with or without accommodation, for a period of six (6) consecutive months or more, as documented by a healthcare provider. The foregoing notwithstanding, CITY may terminate EMPLOYEE if, in the CITY'S unilateral discretion, the disability poses a direct threat to the safety of CITY, EMPLOYEE or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section 3.1 of this Agreement.

4.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally allowed under the workers' compensation laws of the State of California. The Parties further agree that the California Workers Compensation Appeals Board shall be the exclusive venue for any claim of physical or mental illness or disability arising out of the course of EMPLOYEE'S employment with the CITY.

4.3 Medical Examination. EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event the CITY determines a medical and/or psychological examination is needed to make a decision under Sections 4.1 through 4.2. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

4.4 Death of Employee. This Agreement along with EMPLOYEE's employment shall terminate automatically upon EMPLOYEE's death.

4.5 Compensation Upon Termination. Except as otherwise provided under this Agreement, if EMPLOYEE's employment is terminated pursuant to this Section 4 (Illness or

Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing EMPLOYEE through the last day actually worked. If termination is caused by EMPLOYEE's death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if EMPLOYEE is terminated under the provisions of Section 4.1 through 4.5, above.

5. TERMINATION.

5.1 Termination by Employee. EMPLOYEE may terminate EMPLOYEE'S employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make EMPLOYEE's termination effective upon any date preceding the 30-day notice period, provided CITY pays EMPLOYEE all compensation due and owing EMPLOYEE through the last day actually worked, plus an amount equal to the Base Salary EMPLOYEE would have earned through the balance of the thirty (30) day notice period. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section 5.1 of this Agreement.

5.2 Termination for Cause by CITY.

(a) CITY may terminate EMPLOYEE's employment with CITY and this Agreement at any time by providing EMPLOYEE written notice of EMPLOYEE'S termination for cause and the reason(s) for the termination, and an opportunity for an opportunity for an administrative appeal pursuant to Government Code section 3304. In the event the City Manager and EMPLOYEE are unable to resolve any disagreement regarding the cause for EMPLOYEE'S, the Parties agree to arbitration as provided in Section 7. In the event of termination under this Section 5.2, CITY shall pay EMPLOYEE for EMPLOYEE'S accrued and unused vacation and sick leave, as provided for in this Agreement. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized absence or leave not otherwise supported by valid documentation from a healthcare provider, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment, discrimination, and/or retaliation against a CITY official, CITY employee, or any individual protected by state or federal laws prohibiting harassment, discrimination, and/or retaliation, 7) violation of the CITY's Municipal Code, ordinances, rules or regulations, including but not limited to the CITY's Rules and Regulations and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct

tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, 12) gross misfeasance or gross malfeasance, 13) incompatibility of the management styles of EMPLOYEE and CITY or City Manager, and 14) change in administration of CITY. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, EMPLOYEE shall not be entitled to assume any further position or employment with the CITY.

(b) In the event of termination pursuant to Section 5.2(a) for the reasons of “incompatibility of the management styles of EMPLOYEE and CITY or City Manager” or “change in administration of CITY” that occurs within the first eighteen (18) months of the term of this Agreement, CITY will provide EMPLOYEE with the option to either return to the previously held position of Police Captain or accept a “severance payment” in an amount equal to twelve (12) months, less any and all applicable or legally required deductions. In the event of termination pursuant to Section 5.2(a) for the reasons of “incompatibility of the management styles of EMPLOYEE and CITY or City Manager” or “change in administration of CITY” that occurs after the first eighteen (18) months of the term of this Agreement, EMPLOYEE is only entitled to the “severance payment” in an amount equal to twelve (12) months, less any and all applicable or legally required deductions. The “severance payment” shall be paid to EMPLOYEE in addition to the accrued vacation and/or sick leave and administrative/personal leave as provided above together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the “severance payment” include the payment of any sums prohibited pursuant to Government Code Section 53260-53264, and any such sums shall be deducted from the “severance payment.”

(c) In the event of termination pursuant to Section 5.2(a) for any reason other than “incompatibility of the management styles of EMPLOYEE and CITY or City Manager” or “change in administration of CITY,” CITY will not provide a severance payment to EMPLOYEE.

5.3 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by EMPLOYEE incident to EMPLOYEE’S employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE’S employment. EMPLOYEE’S obligations under this subsection shall survive the termination of EMPLOYEE’S employment and the expiration or early termination of this Agreement.

5.4 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE’S termination in accordance with this Section 5 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to

EMPLOYEE, under any other agreement for the continued provision of benefits, or unless otherwise required by law.

6. CONFLICT OF INTEREST. EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager and City Council. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the CITY's Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE's employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE'S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager and City Council.

7. ARBITRATION OF DISPUTES.

Any claim, dispute, or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between EMPLOYEE and CITY arising from, related to, or having any relationship or connection whatsoever with Employees employment or the terms of this Agreement, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq.), including section 1283.05 and all of the Acts other mandatory and permissive rights to discovery); provided, however, that: in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. If for any reason the Parties cannot agree to an arbitrator, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The court shall then appoint an arbitrator, who shall act under this agreement with the same force and effect as if the Parties had selected the arbitrator by mutual agreement. The arbitrator shall then prescribe the rules and procedures for the arbitration process in accordance with laws that are applicable to the claim being raised. EMPLOYEE understands that by agreeing to this binding arbitration provision, both CITY and EMPLOYEE give up their right to a trial by jury.

8. GENERAL PROVISIONS.

8.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below or at the last known address maintained in EMPLOYEE personnel file. EMPLOYEE agrees to notify CITY in writing of any change in EMPLOYEE'S address during EMPLOYEE'S employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223

CHIEF OF POLICE's Notice Address:

Christoper Ramos

(Last listed address in employee's personnel file)

8.2 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the COMMUNITY SERVICES DIRECTOR to perform his duties under any laws or ordinance.

8.3 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.7 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

8.4 Amendments. Except as otherwise provided herein, this Agreement may not be amended except in a written document signed by EMPLOYEE, approved by the City Manager and signed by the City Attorney.

8.5 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

8.6 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

8.7 Severability. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

8.8 Governing Law. This Agreement is entered into and is to be performed in Riverside County, California and shall be governed by and construed in accordance with the controlling laws

of the State of California or federal law, whichever is applicable, and the Parties agree that venue shall be in Riverside County, California.

8.9 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

8.10 Statutory Obligations

(a) Abuse of Office or Position. Pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

(b) Maximum Cash Settlement Upon Termination of Agreement. Pursuant to California Government Code Sections 53260 and 53261, regardless of the term of this Agreement, if the Agreement is terminated and a dispute arises regarding the termination, the maximum cash settlement that EMPLOYEE may receive shall be equal to the monthly salary of EMPLOYEE multiplied by eighteen and shall not include any other noncash items except health benefits, which may be continued for the same duration of time (18 months) or until employee finds other employment, whichever occurs first.

8.11 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

8.12 Acknowledgment. EMPLOYEE acknowledges that EMPLOYEE has had the opportunity to consult legal counsel in regard to this Agreement, that EMPLOYEE has read and understands this Agreement, that EMPLOYEE is fully aware of its legal effect, and that EMPLOYEE has entered into it freely and voluntarily and based on EMPLOYEE'S own judgment and not on any representations or promises other than those contained in this Agreement.

“CITY”

CITY OF BEAUMONT

By: _____
Elizabeth Gibbs, City Manager

“EMPLOYEE”

Christopher Ramos



ATTEST:

By: _____
Elaine Morgan, City Clerk

Exhibit "A"

Chief of Police Job Description

SUMMARY DESCRIPTION

Under general administrative direction of the City Manager, plans, directs, manages, and oversees the activities and operations of the Police Department including law enforcement, crime suppression, and crime prevention; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

REPRESENTATIVE DUTIES *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assumes full management responsibility for all Police Department services and activities including law enforcement, crime suppression, and crime prevention.
2. Manages the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
5. Plans, directs, and coordinates, through subordinate level staff, the Police Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
6. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
7. Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
8. Informs and updates the City Manager regarding the status of ongoing activities, projects, and investigations.

9. Reviews reports and cases assigned to department personnel to ensure quality and completeness of work.
10. Provides staff assistance to the City Manager; prepares and presents staff reports and other necessary correspondence.
11. Represents the Police Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
12. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
13. Participates on a variety of boards, commissions, and committees.
14. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of public safety; incorporates new developments as appropriate.
15. Responds to, investigates and resolves difficult and sensitive citizen and employee inquiries and complaints; coordinates personnel conducting internal investigations as required.
16. Performs community-based policing, familiarization between law enforcement and community residents, and collaborative problem solving.
17. Performs related duties, as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services and activities of a comprehensive municipal law enforcement program.

Principles and practices of program development and administration.

Principles and practices of law enforcement administration, organization, and management.

Law enforcement theory, principles, and practices and their application to a wide variety of services and programs.

Methods and techniques used in providing the full range of law enforcement and crime prevention services and activities including investigation and identification, patrol, traffic control, juvenile programs, records management, search and seizure, care and custody of persons and property, and crime prevention.

Care, maintenance, and operation of firearms and other modern police equipment.

Methods and techniques of public relations.

Pertinent federal, state, and local laws, codes, and regulations.

Recent court decisions and how they affect department operations.

Principles and practices of municipal budget preparation and administration.

Principles of supervision, training, and performance evaluation.

Functions and objectives of federal, state, and local law enforcement agencies.

Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Occupational hazards and standard safety practices.

Ability to:

Manage and direct a comprehensive law enforcement program.
Develop and administer departmental goals, objectives, and procedures.
Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
Identify and respond to sensitive community and organizational issues, concerns, and needs.
Plan, organize, direct, and coordinate the work of lower level staff
Interpret, apply, and make decisions in accordance with applicable federal, state, and local policies, laws, and regulations.
Analyze complex law enforcement issues, evaluate alternatives, and implement sound solutions.
Make adjustments to standard operating procedures as necessary to improve organizational effectiveness.
Delegate authority and responsibility.
Select, supervise, train, and evaluate staff.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques.
Prepare clear and concise administrative and financial reports.
Prepare and administer large and complex budgets.
Effectively present information and respond to questions from groups of managers, customers, and the general public.
Meet standards for physical endurance, agility, health and vision.
Act quickly and calmly in emergency situations.
Facilitate group participation and consensus building.
Effectively use and qualify with law enforcement tools and weapons including firearms, batons, defensive tactics, and other safety equipment.
Operate specialized law enforcement equipment including specialized police vehicles, radios, video systems, and radars.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in criminology, criminal justice, police science, business administration, public administration, or related field. Masters degree is highly desirable.

Experience:

Fifteen years of increasingly responsible law enforcement experience in all major phases of police work including five years of management and administrative responsibility.

License or Certificate:

Must possess and maintain P.O.S.T. Basic Certificate.

Possession of a valid driver's license.

Possession of, or ability to obtain a P.O.S.T. Executive Certificate within two years of employment.

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions:*

- Work indoors and outdoors in all types of weather and environmental conditions.
- May come in contact with bio-hazardous materials and waste, second hand smoke, narcotics and individuals with contagious diseases.
- May be shot, stabbed, bitten, kicked and/or hit by persons or various objects.
- Must have the ability to walk, stand, run, stop, crouch, crawl, carry equipment, grasp objects, sit for long periods and shoot a firearm.
- Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist which with or without accommodation might affect the ability to perform essential job functions determined by the City of Beaumont and the mandates of the California Commission on Peace Officer Standards and Training (POST).

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.