



CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of City Council
FROM: Thomas Frutchey, City Manager
MEETING DATE: December 16, 2015
SUBJECT: Agreement with Interim Police Chief
CEQA: Does not Constitute a "Project" per California Environmental Quality Act (CEQA) Guidelines

RECOMMENDATION

Direct the City Manager to finalize and execute an agreement with Steven Belcher as Interim Police Chief.

DISCUSSION

On July 1, 2012, the cities of Seaside and Pacific Grove executed an Agreement for Services to share a Police Chief. On August 27, 2015, Chief Myers notified both cities that she was not able to continue serving as Chief of both cities. On September 6, 2015, the City of Pacific Grove notified the City of Seaside by letter that it was invoking Sections 7 and 11 of the Agreement for Services, thereby signifying to Seaside the intention of Pacific Grove to terminate the agreement in 90 days. Those 90 days expired at midnight, December 5, 2015.

Pacific Grove has retained Ralph Andersen & Associates to conduct the search for Police Chief. That recruitment will be timed such that the City's new City Manager will make the final selection. Until the new Chief is selected, passes background investigation, and starts, the City will need an Interim Chief. Commander Rory Lakind is serving as Acting Chief, but as the City's only management level Police professional, that cannot be sustained.

The City recruited for Interim Chief, interviewed the top candidates, and has selected Steven Belcher to serve. Mr. Belcher served as Santa Cruz Police Chief for 9+ years, and has served as Interim Chief in such cities as Soledad, Marina, Bell, Capitola, and East Palo Alto. He also conducts organizational assessments for Police departments throughout the state, and will be able to provide the next Chief and City Manager will a comprehensive assessment of the organization, its strengths, and challenges.

Mr. Belcher and the City are negotiating a standard personal services agreement. Compensation is prescribed by California Peace Officers Standards and Training (POST). Mr. Belcher is just finishing his background steps necessary, and should be available to start with the City the week of December 16-23.

OPTIONS

1. Do nothing.

2. Provide alternative direction to the City Manager.

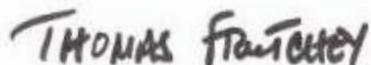
FISCAL IMPACT

As Interim Chief, Mr. Belcher will be paid at the City's standard Police Chief rate, as prescribed by POST and specified in the City's Classification and Compensation Plan.

ATTACHMENTS

Draft Agreement

RESPECTFULLY SUBMITTED,

Handwritten signature of Thomas Frutchey in black ink.

Thomas Frutchey
City Manager

Agenda No. 1 Attachment 1
Page 1 of 11

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES
(\$35,000 OR MORE)¹

This Professional Services Agreement (“Agreement”) is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter “City”) and Steve Belcher (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: **To serve as the City’s Interim Police Chief, assuming all of the responsibilities and performing all of the functions thereof, until a replacement Chief is appointed.**

2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of \$ _____.¹

3. **TERM OF AGREEMENT.** The term of this Agreement is from **December 17, 2015 to June 30, 2016** unless sooner terminated or extended pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Police Chief Job Description

5. **PERFORMANCE STANDARDS.**
 - 5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

 - 5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

 - 5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**
 - 6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each

¹ Approved by the Pacific Grove City Council on _____.

phase of the project, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall be eligible to receive reimbursement for actual travel expenses, excluding commuting, for travel required by the City for the performance of the contract tasks.

7. TERMINATION.

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the City shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's

Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** ^{Agenda No. 13A Attachment 1} ^{Page 5 of 11} If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR CITY:	FOR CONTRACTOR:
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	Address
Address	Address
(831) 648-	Phone
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

This space is left blank, intentionally.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

CONTRACTOR

By: _____
Purchasing Manager

Date: _____

By: _____
Program Manager/Dep't Head

Date: _____

Approved as to Form

By: _____
City Attorney

Date: _____

Approved as to Fiscal Provisions²

By: _____
Finance

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

By: _____
Contractor's Business Name*

By: _____
(Signature of Chair, President, or
Vice-President)*

Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*

Name and Title

Date: _____

City Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

² Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

³ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.



City of Pacific Grove
Established Date: 12/18/2013

CHIEF OF POLICE

SUMMARY: Under the general guidance and direction of the City Manager, provides command leadership for the Pacific Grove Police Department (PGPD); ensures Department compliance with state and federal laws, and City policies and procedures; coordinates enforcement activities with other regional law enforcement and justice agencies.

ESSENTIAL FUNCTIONS: *As defined under the Americans with Disabilities Act, essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

- Commands the Pacific Grove Police Department (PGPD) including patrol, investigations, and support services; leads PGPD to enforce laws, preserve the peace, reduce fear, solve problems, and provide for both a safe environment, and the community's perception that it is safe, through community policing and related approaches.
- Manages the PGPD through effective planning, staff management, and fiscal management; manages staff and activities to achieve the PGPD goal of protecting life and property through professional services, coordinated resources, and community policing.
- Provides leadership, direction, and guidance for PGPD officers and staff to meet the public safety needs of the community; directs the activities of the PGPD officers and staff; plans, prioritizes and assigns tasks and projects; instructs and trains staff, monitors work, develops staff skills, and evaluates performance; analyzes workload trends and implements staffing and assignment adjustments.
- Meets regularly with staff to discuss and resolve priorities, technical issues, quality standards, and local law enforcement issues; motivates and evaluates staff, and maintains discipline; ensures PGPD operations are in compliance with state and federal regulations, and City standards.
- Exercises independent judgment within broad policy guidelines; evaluates complex public safety and enforcement issues, and develops solutions; reviews crime trends and identifies corrective strategies.
- Directs coordination with federal, state and local law enforcement organizations, City departments, outside organizations, and justice and emergency services agencies; manages community relations issues.
- Manages critical incidents and criminal investigations; takes command of major crime scenes; reviews and approves operational and criminal case reports; negotiates and resolves sensitive issues.
- Testifies as required.
- Develops plans to meet City goals and directives; interprets concerns, defines desired results, develops solutions, determines scope and priorities of programs and projects, communicates status of projects and organizational issues, and ensures the efficient delivery of high quality law enforcement services;
- Reviews and analyzes operational data and activity reports; identifies police service needs and resource availability; develops recommendations and plans to improve operational effectiveness; manages the PGPD budget; monitors and approves expenditures.
- Maintains the integrity, professionalism, values, and goals of the Pacific Grove Police Department by ensuring that all rules and regulations are followed, and that accountability and public trust are preserved.
- Supports the relationship between the City of Pacific Grove and the general public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors, and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

Bachelor's Degree in Criminal Justice, Public or Business Administration, or related field AND seven years of extensive, progressively responsible supervisory and administrative experience, preferably in a municipal police department or other public agency; OR an equivalent combination of education, training, and experience. A POST Management Certificate, completion of the POST Command College Program, or FBI National Academy is highly desirable, as is a Masters' Degree in Public Administration, Administration of Justice, or a related field.

Knowledge of:

- City policies and procedures.
- City, county, state, and Federal laws, regulations, codes, and ordinances.
- Duties, powers, authorities, and limitations of a municipal Police Chief.
- Modern law enforcement methods and procedures, including case laws governing arrest, rules of evidence, probable cause, use of force, custody of evidence and property, and search and seizure.
- Strategy and tactics for management and deployment of law enforcement personnel and equipment.
- Modern law enforcement management principles, practices, and trends.
- California criminal justice and court systems, and the principles of criminal justice records management.
- Investigative and interrogative procedures, and protocols for observation of critical details.
- Local community issues and regional community resources available to citizens.
- Geography, roads, and landmarks of City and surrounding areas.

Skill in:

- Analyzing complex public safety and security issues, and developing solutions.
- Interpreting and explaining legal standards and procedures, applicable Federal and state rules and regulations, and City policies and procedures.
- Assuming command-level responsibilities, making appropriate decisions, verifying compliance with PGPD policies, and using initiative and independent judgment within established guidelines.
- Assessing community needs and developing solutions.
- Engaging varied City partnership organizations, neighborhood associations, business leaders, and elected officials.
- Balancing the needs of the Department with the overall goals and vision for the City, established by the City Council and carried out by the City Manager and staff.
- Presenting and defending operational reports and incident information in public meetings.
- Working effectively under stressful conditions and emergency situations.
- Investigating and resolving personnel issues, citizen inquiries, and officer complaints.
- Effectively managing situations requiring diplomacy, fairness, firmness, and sound judgment.
- Supervising and leading staff, and delegating tasks and authority.
- Working as a team member with other law enforcement and multi-jurisdictional agencies.
- Interpreting and applying criminal laws to information, evidence, and other data compiled.
- Exercising controlled discretion and mediating difficult situations.
- Assessing and prioritizing multiple tasks, projects and demands.
- Establishing and maintaining cooperative working relationships with co-workers, and representatives from other regional agencies.
- Operating a personal computer utilizing a variety of business software.
- Communicating effectively verbally and in writing.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required. Must obtain and/or maintain Peace Officer certification and requirements for the position of Chief of Police as required by the California Commission on Peace Officer Standards and Training (POST).

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed frequently in a standard office environment. Work is also performed in the field, leading investigations and taking command of tactical situations, which may expose the Chief to hazardous situations that could result in injury, death, or the use of deadly force on others.

Although the noise level in the work environment is usually moderate, the employee may be exposed to high-level noises, including but not limited to emergency vehicle sirens and gun fire.

Must be willing to work varied hours and days, as well as attend evening meetings and/or critical events and activities, as appropriate. This position has a critical role for the City in the preparation for, during, and in recovery from physical disasters and other emergency incidents.