

**FIRST AMENDMENT**  
**TO**  
**CHIEF OF POLICE EMPLOYMENT AGREEMENT**

This First Amendment to the CHIEF OF POLICE EMPLOYMENT AGREEMENT (“Employment Agreement”) is made and entered into this \_\_\_\_ day of June, 2022 (the “Effective Date”), by and between the City of Beaumont (“City”) and Chief of Police Sean Thuilliez (Employee”).

**WHEREAS**, EMPLOYEE is currently employed as Chief of Police for CITY pursuant to an agreement entitled “Chief of Police Agreement,” dated February 21, 2017;

**WHEREAS**, based on EMPLOYEE’s qualifications and ability, CITY desires that EMPLOYEE continue to serve as the Chief of Police for CITY;

**WHEREAS**, EMPLOYEE desires to continue performing the duties of Chief of Police for CITY; and

**WHEREAS**, EMPLOYEE and CITY acknowledge and agree that this Agreement is not covered by and shall supersede the Memorandum of Understanding between City of Beaumont and Police Management as Individuals Effective January 7, 2022 (“Police Management Group MOU”); and

**WHEREAS**, the Parties wish to amend the terms and conditions of the Employment Agreement; and

**NOW, THEREFORE**, for valuable consideration the adequacy of which is hereby admitted, it is mutually agreed as follows:

A. Section 2.1 of the Employment Agreement shall be amended to read as follows:

2.1 **Base Salary**. Commencing on January 7, 2022 and after approval of this First Amendment, EMPLOYEE shall receive a base annual salary of two hundred fifty three thousand eight hundred sixty three dollars and ninety six cents (\$253,863.96) per year (hereinafter the “Base Salary”). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2022, may be adjusted from time-to-time by the City Manager following a performance evaluation, as provided for in Section 2.2 (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.

B. Section 2.3 (b) shall be added to the Employment Agreement and shall read as follows:

(b) Deferred Compensation Account. Commencing on January 7, 2022 and after approval of this First Amendment, and for the duration of EMPLOYEE's employment as Chief of Police, the CITY shall contribute \$1,057.76 per month to the EMPLOYEE's individual 457(b) deferred compensation account.

C. Section 4.2 (b) of the Employment Agreement shall be amended to read as follows:

(b) Notwithstanding anything herein to the contrary, CITY may, in its discretion, terminate EMPLOYEE for the reasons of "incompatibility of management styles" or "change in administration of CITY". In the event that CITY terminates EMPLOYEE for either or both such reasons, CITY will provide EMPLOYEE with a "severance payment" in an amount equal to twelve (12) months Base Salary, provided EMPLOYEE has executed a full and final release of any and all actual or potential claims (including a Civil Code Section 1542 release). The severance payment shall be 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."

Other than as amended above, all other terms of the Employment Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Chief of Police Employment Agreement as of the day and year first written above.

**"CITY"**  
CITY OF BEAUMONT

**"EMPLOYEE"**  
SEAN THUILLIEZ

By: \_\_\_\_\_  
Lloyd White, Mayor

By: \_\_\_\_\_  
Sean Thuilliez, Chief of Police

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John O. Pinkney, City Attorney