

Project title: Experienced Officer Hiring Incentive Program**Council Bill #** *interoffice use***Agenda dates requested:**

12/22/2021

Briefing

Proposed action

Consent

Action 12/22/21

Ordinance

Public hearing

Yes No **Budget amendment:**Yes No **PowerPoint presentation:**Yes No **Attachments:**

Hiring Incentive MOU - EPOA

Department(s) involved:

HR, Police

Contact person:

Kandy Bartlett

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Initialed by:*K.B.*

Department head

Administration

Council President

Consideration: Approve the memorandum of understanding with Everett Police Officers Association (EPOA) for an experienced police officer hiring incentive program**Project:** Experienced Officer Hiring Incentive Program (EPOA)**Partner/Supplier :** Everett Police Officers Association (EPOA)**Location:** None**Preceding action:** None**Fund:** 031**Fiscal summary statement:**

Assuming the hiring of up to 10 qualifying experienced police officers in 2022, the incentive program will cost approximately \$395,836 per year. No budget amendment is needed for this incentive program.

Project summary statement:

This MOU will replace the current Lateral Officer Hiring Incentive Program MOU. This MOU includes enhancements above and beyond the existing agreement and is designed to attract more experienced police officers and to immediately address the City's police officer staffing challenges. By hiring experienced police officers, the City can reduce the time it takes from date of hire to an officer patrolling the streets by up to a year. Competition for lateral officers is fierce, with numerous agencies throughout the region, state and nation offering a variety of incentives to attract police officers.

Highlights of the program:

- Increases in-state lateral incentive from \$20,000 to \$25,000
- Increases out-of-state lateral incentive from \$15,000 to \$20,000
- Creates a new signing incentive of \$15,000, for BLEA certified officers (officers who have completed academy training, but who have less than 2 years law enforcement experience)
- Additional \$5,000 incentive for lateral officers with more than 5 years law enforcement experience
- Pre-load of 80 hours of vacation and 80 hours of sick time for lateral and BLEA certified officers
- Relocation (moving) assistance in the amount of \$7,500 for laterals and BLEA certified officers who move from outside of Snohomish County to inside Snohomish County within 12 months of hire

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Memorandum of Understanding with the Everett Police Officers Association for a lateral police officer hiring incentive program.

Memorandum of Understanding
Between the
City of Everett
And
Everett Police Officers Association
Experienced Officer Incentive Program

This Memorandum of Understanding entered into this ____ day of _____ 20____, by and between the City of Everett (City), and the Everett Police Officers Association (EPOA).

Whereas, the City has experienced and is experiencing a shortage of Police Officers in its Police Department; and

Whereas, the City desires to be competitive with other large police agencies in recruiting lateral Police Officers and Officers who possess basic law enforcement academy training and

Whereas, the City has collectively lost more than 1,386 years of police experience since 2017; and

Whereas, the City recognizes the value in hiring lateral police officers with Washington State law enforcement experience who are familiar with Washington State law and who have already attended the Washington State Basic Law Enforcement Academy; and

Whereas, both the City and EPOA have a mutual desire to hire lateral Police Officers with experience and Police Officers with basic law enforcement academy certification in order to reduce the amount of time between the date of hire and when the Police Officer is an independent fully functional Police Officer,

Whereas, qualifying officers hired under this incentive program are only entitled to the pay and benefits outlined below as either a Washington State Law Enforcement Lateral, an Out of State Law Enforcement Lateral or a Basic Law Enforcement Academy Certified Officer, and no combination thereof,

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the City and EPOA agree as follows:

A. Washington State Law Enforcement Laterals

1. To offer a monetary incentive of \$25,000.00 to lateral hires from a Washington State law enforcement agency who successfully complete their 4th anniversary as an Everett Police Officer.

The payment listed above shall be made in the following installments: \$7,500.00 upon Commissioning; \$7,500.00 upon successful transition to Phase 5 of field training, and \$10,000.00 upon successful completion of probation.

2. Washington State laterals with more than 5 years of law enforcement experience will also receive an additional \$5,000.00 incentive (for a total of \$30,000.00). Officers qualifying for this additional incentive will have \$2,500.00 added to their 1st installment (upon Commissioning) and \$2,500.00 additional added to their 2nd installment (upon

successful transition to Phase 5 of field training). The third and final installment will remain \$10,000.00.

3. Upon voluntary separation or termination for misconduct as a Police Officer prior to the 4th anniversary of the officer's hire, the Officer will be required to repay a prorated amount of the incentive back to the City of Everett, as well as 50% of any moving expenses previously reimbursed by the City. The Repayment Schedule is attached (Attachment A).
4. Each Washington State lateral hire offered a monetary incentive shall be provided and sign a written document acknowledging the terms set out in paragraph 1 through 3 above (Attachment B1 and B2 as relevant).
5. Each Washington State lateral hire will receive upon hiring, 80 hours of vacation and 80 hours of sick leave placed into their respective leave banks. Lateral hires will also accrue leave at the predetermined rate per EPOA contract based on commissioned years of service.
6. Consistent with EMC 2.76.030, provide up to \$7,500 to assist with documented moving expenses (receipts) of a lateral Police Officer who, as a result of their employment with the City, are relocating their primary residence from outside of Snohomish County to within Snohomish County within 12 months of date of appointment with the City of Everett.

B. Out-of-State Law Enforcement Laterals

1. To offer a monetary incentive of \$20,000.00 to out-of-state lateral hires who successfully complete their 4th anniversary as an Everett Police Officer.

The payment listed above shall be made in the following installments: \$5,000.00 upon Commissioning; \$5,000.00 upon successful transition to Phase 5 of field training, and \$10,000.00 upon successful completion of probation.
2. Out-of-state laterals with more than 5 years of law enforcement experience will also receive an additional \$5,000.00 incentive (for a total of \$25,000.00). Officers qualifying for this additional incentive will have \$2,500.00 added to their 1st installment (upon Commissioning) and \$2,500.00 additional added to their 2nd installment (upon successful transition to Phase 5 of field training). The third and final installment will remain \$10,000.00.
3. Upon voluntary separation or termination for misconduct as a Police Officer prior to the 4th anniversary of the officer's hire, the Officer will be required to repay a prorated amount of the incentive back to the City of Everett, as well as 50% of any moving expenses previously reimbursed by the City. The Repayment Schedule is attached (Attachment C).
4. Each out-of-state lateral hire offered a monetary incentive shall be provided and sign a written document acknowledging the terms set out in paragraph 1 through 3 above (Attachments D1 and D2 as relevant).

5. Each out-of-state lateral hire will receive upon hiring, 80 hours of vacation and 80 hours of sick leave placed into their respective leave banks. Lateral hires will also accrue leave at the predetermined rate per EPOA contract based on commissioned years of service.
6. Consistent with EMC 2.76.030, provide up to \$7,500 to assist with documented moving expenses (receipts) of a lateral Police Officer who, as a result of their employment with the City, are relocating their primary residence from outside of Snohomish County to within Snohomish County within 12 months of date of appointment with the city of Everett.

C. Basic Law Enforcement Academy (BLEA) Certified Officers

1. To offer a monetary incentive of \$15,000.00 to BLEA certified hires who have achieved certification from a basic law enforcement academy recognized by the Washington State Criminal Justice Training Commission and who successfully complete their 4th anniversary as an Everett Police Officer.

The payment listed above shall be made in the following installments: \$4,000.00 upon Commissioning; \$4,000.00 upon successful transition to Phase 5 of field training, and \$7,000.00 upon successful completion of probation.

2. Upon voluntary separation or termination for misconduct as a Police Officer prior to the 4th anniversary of the officer's hire, the Officer will be required to repay a prorated amount of the incentive back to the City of Everett, as well as 50% of any moving expenses previously reimbursed by the City. The Repayment Schedule is attached (Attachment E).
3. Each BLEA certified hire offered a monetary incentive shall be provided and sign a written document acknowledging the terms set out in paragraph 1 through 2 above (Attachment F).
4. Each BLEA certified hire will receive upon hiring, 80 hours of vacation and 80 hours of sick leave placed into their respective leave banks.
5. Consistent with EMC 2.76.030, provide up to \$7,500.00 to assist with documented moving expenses (receipts) of a BLEA certified officer who, as a result of their employment with the City, are relocating their primary residence from outside of Snohomish County to within Snohomish County within 12 months of date of appointment with the City of Everett.

D. Memorandum of Understanding Term

1. This Memorandum of Understanding shall become effective upon its signing and shall remain in full force and effect until December 31, 2023. Upon mutual agreement, the parties have the option to extend the Memorandum of Understanding through December 30, 2024.

In Witness Whereof, the parties have executed this Memorandum of Understanding as of the date first above written.

CITY OF EVERETT

APPROVED AS TO FORM:

CASSIE FRANKLIN, MAYOR

CITY ATTORNEY

ATTEST:

EVERETT POLICE OFFICERS ASSOCIATION

CITY CLERK



RYAN HOGUE, PRESIDENT

Washington State Law Enforcement Lateral Repayment Schedule

Payment/5+ years experience	Repayment Timeframe	Repayment /5+ years experience
\$7,500/+\$2,500	Commissioning to < 6 months	\$7,500/\$10,000
\$7,500/+\$2,500	6 months to < 12 months (1 year)	\$12,900/\$17,200
\$10,000	12 months to < 18 months (1.5 years)	\$18,750/22,500
	18 months to < 24 months (2 years)	\$16,250/\$19,500
	24 months to < 30 months (2.5 years)	\$12,500/\$15,000
	30 months to < 36 months (3 years)	\$10,000/\$12,000
	36 months to < 42 months (3.5 years)	\$7,500/\$9,000
	42 months to < 48 months (4 years)	\$2,500/\$3,000

*If a lateral officer leaves prior to 48 months of employment, 50% of the moving incentive will be paid back.

**Everett Police Department
Washington State Lateral Police Officer Hiring Incentive
and Repayment Agreement**

This Agreement made on this ____ day of _____, 20____ between the City of Everett (City) and _____, a lateral hire Police Officer.

Whereas, the City offers a hiring incentive to attract Washington State lateral Police Officers with experience; and

Whereas, acceptance of the hiring incentive is voluntary and is not condition of employment with the City of Everett; and

Whereas, I acknowledge that I been offered a position as a Police Officer; and

Whereas, I acknowledge that I am qualified for the hiring incentive for lateral Police Officers with Washington State law enforcement experience; and

Whereas, I wish to accept the hiring incentive; it is therefore agreed by and between the parties hereto, in consideration of the mutual promises herein and other good and valuable consideration, that:

1. The City will pay me \$7,500.00 upon Commissioning; \$7,500.00 upon successful transition to Phase 5 of field training, and \$10,000 upon successful completion of probation.
2. If I am terminated for misconduct or voluntarily separate employment with the City as a Police Officer prior to the 4th anniversary of my hire date, I will be required to repay a prorated amount of the incentive back to the City of Everett, as well as 50% of any moving expenses previously reimbursed by the City. The Repayment Schedule is attached.
3. My final paycheck will be reduced by the final prorated amount owed should termination for misconduct or voluntary separation occur and repayment is required. If the final paycheck is insufficient to cover the balance owed, I acknowledge that I am responsible for payment of the remaining balance owed to the City.

Name of Recipient

Signature of Recipient

Date

Everett Police Department
Washington State Lateral Police Officer Hiring Incentive (5+ Years Experience)
and Repayment Agreement

This Agreement made on this ____ day of _____, 20____ between the City of Everett (City) and _____, a lateral hire Police Officer.

Whereas, the City offers a hiring incentive to attract Washington State lateral Police Officers with experience; and

Whereas, acceptance of the hiring incentive is voluntary and is not condition of employment with the City of Everett; and

Whereas, I acknowledge that I been offered a position as a Police Officer; and

Whereas, I acknowledge that I am qualified for the hiring incentive for lateral Police Officers with at least five years of Washington State law enforcement experience; and

Whereas, I wish to accept the hiring incentive; it is therefore agreed by and between the parties hereto, in consideration of the mutual promises herein and other good and valuable consideration, that:

1. The City will pay me \$10,000.00 upon Commissioning; \$10,000.00 upon successful transition to Phase 5 of field training, and \$10,000 upon successful completion of probation.
2. If I am terminated for misconduct or voluntarily separate employment with the City as a Police Officer prior to the 4th anniversary of my hire date, I will be required to repay a prorated amount of the incentive back to the City of Everett, as well as 50% of any moving expenses previously reimbursed by the City. The Repayment Schedule is attached.
3. My final paycheck will be reduced by the final prorated amount owed should termination for misconduct or voluntary separation occur and repayment is required. If the final paycheck is insufficient to cover the balance owed, I acknowledge that I am responsible for payment of the remaining balance owed to the City.

Name of Recipient

Signature of Recipient

Date

Out of State Law Enforcement Lateral Repayment Schedule

Payment/5+ years experience	Repayment Timeframe	Repayment /5+ years experience
\$5,000/+\$2,500	Commissioning to < 6 months	\$5,000/\$7,500
\$5,000/+\$2,500	6 months to < 12 months (1 year)	\$8,600/\$12,900
\$10,000	12 months to < 18 months (1.5 years)	\$15,000/\$18,750
	18 months to < 24 months (2 years)	\$13,000/\$16,250
	24 months to < 30 months (2.5 years)	\$10,000/\$12,500
	30 months to < 36 months (3 years)	\$8,000/\$10,000
	36 months to < 42 months (3.5 years)	\$6,000/\$7,500
	42 months to < 48 months (4 years)	\$2,000/\$2,500

*If a lateral officer leaves prior to 48 months of employment, 50% of the moving incentive will be paid back.

Everett Police Department
Out of State Law Enforcement Lateral Police Officer Hiring Incentive
and Repayment Agreement

This Agreement made on this ____ day of _____, 20____ between the City of Everett (City) and _____, a lateral hire Police Officer.

Whereas, the City offers a hiring incentive to attract lateral Police Officers with experience; and

Whereas, acceptance of the hiring incentive is voluntary and is not condition of employment with the City of Everett; and

Whereas, I acknowledge that I been offered a position as a Police Officer; and

Whereas, I acknowledge that I am qualified for the hiring incentive for lateral Police Officers with experience; and

Whereas, I wish to accept the hiring incentive; it is therefore agreed by and between the parties hereto, in consideration of the mutual promises herein and other good and valuable consideration, that:

1. The City will pay me \$5000.00 upon Commissioning; \$5000.00 upon successful transition to Phase 5 of field training, and \$10,000 upon successful completion of probation.
2. If I am terminated for misconduct or voluntarily separate employment with the City as a Police Officer prior to the 4th anniversary of my hire date, I will be required to repay a prorated amount of the incentive back to the City of Everett, as well as 50% of any moving expenses previously reimbursed by the City. The Repayment Schedule is attached.
3. My final paycheck will be reduced by the final prorated amount owed should termination for misconduct or voluntary separation occur and repayment is required. If the final paycheck is insufficient to cover the balance owed, I acknowledge that I am responsible for payment of the remaining balance owed to the City.

Name of Recipient

Signature of Recipient

Date

Everett Police Department
Out of State Law Enforcement Lateral Police Officer Hiring Incentive (5+ years Experience)
and Repayment Agreement

This Agreement made on this ____ day of _____, 20____ between the City of Everett (City) and _____, a lateral hire Police Officer.

Whereas, the City offers a hiring incentive to attract lateral Police Officers with experience; and

Whereas, acceptance of the hiring incentive is voluntary and is not condition of employment with the City of Everett; and

Whereas, I acknowledge that I been offered a position as a Police Officer; and

Whereas, I acknowledge that I am qualified for the hiring incentive for lateral Police Officers with at least five years of experience; and

Whereas, I wish to accept the hiring incentive; it is therefore agreed by and between the parties hereto, in consideration of the mutual promises herein and other good and valuable consideration, that:

1. The City will pay me \$7,500.00 upon Commissioning; \$7,500.00 upon successful transition to Phase 5 of field training, and \$10,000 upon successful completion of probation.
2. If I am terminated for misconduct or voluntarily separate employment with the City as a Police Officer prior to the 4th anniversary of my hire date, I will be required to repay a prorated amount of the incentive back to the City of Everett, as well as 50% of any moving expenses previously reimbursed by the City. The Repayment Schedule is attached.
3. My final paycheck will be reduced by the final prorated amount owed should termination for misconduct or voluntary separation occur and repayment is required. If the final paycheck is insufficient to cover the balance owed, I acknowledge that I am responsible for payment of the remaining balance owed to the City.

Name of Recipient

Signature of Recipient

Date

Basic Law Enforcement Academy (BLEA) Certified Officers

Payment	Repayment Timeframe	Repayment Percentage
\$4,000	Commissioning to < 6 months	\$4,000
\$4,000	6 months to < 12 months (1 year)	\$6,880
\$7,000	12 months to < 18 months (1.5 years)	\$11,250
	18 months to < 24 months (2 years)	\$9,750
	24 months to < 30 months (2.5 years)	\$7,500
	30 months to < 36 months (3 years)	\$6,000
	36 months to < 42 months (3.5 years)	\$4,500
	42 months to < 48 months (4 years)	\$1,500

*If a BLEA officer leaves prior to 48 months of employment, 50% of the moving incentive will be paid back.

Everett Police Department
Basic Law Enforcement Academy (BLEA) Certified Officers
Hiring Incentive and Repayment Agreement

This Agreement made on this ____ day of _____, 20____ between the City of Everett (City) and _____, a BLEA Certified hire Police Officer.

Whereas, the City offers a hiring incentive to attract Basic Law Enforcement Academy (BLEA) certified Police Officers; and

Whereas, acceptance of the hiring incentive is voluntary and is not condition of employment with the City of Everett; and

Whereas, I acknowledge that I been offered a position as a Police Officer; and

Whereas, I acknowledge that I am qualified for the hiring incentive for a BLEA Police Officer; and

Whereas, I wish to accept the hiring incentive; it is therefore agreed by and between the parties hereto, in consideration of the mutual promises herein and other good and valuable consideration, that:

1. The City will pay me \$4,000.00 upon Commissioning; \$4,000.00 upon successful transition to Phase 5 of field training, and \$7,000 upon successful completion of probation.
2. If I am terminated for misconduct or voluntarily separate employment with the City as a Police Officer prior to the 4th anniversary of my hire date, I will be required to repay a prorated amount of the incentive back to the City of Everett, as well as 50% of any moving expenses previously reimbursed by the City. The Repayment Schedule is attached.
3. My final paycheck will be reduced by the final prorated amount owed should termination for misconduct or voluntary separation occur and repayment is required. If the final paycheck is insufficient to cover the balance owed, I acknowledge that I am responsible for payment of the remaining balance owed to the City.

Name of Recipient

Signature of Recipient

Date