

CITY COUNCIL REPORT



Meeting Date: August 22, 2022
 General Plan Element: *Public Services & Facilities*
 General Plan Goal: *Provide a safe environment for all citizens, visitors and private interests*

ACTION

Adopt Resolution No. 12558 authorizing adoption and implementation of a Police Officer Reimbursement Agreement for Police Officer Recruits, Waivers and Laterals, effective August 22, 2022 and authorizing the Chief of Police or designee to execute such reimbursement agreements.

BACKGROUND

Locally and nationally, law enforcement agencies are experiencing an increase in the number of early retirements and resignations, in addition to a decrease in the quantity and quality of the applicant pool, directly affecting the ability to fill vacancies and keep up with attrition rates.

The Scottsdale Police Department has identified with this local and national trend, as the department currently has over 30 Police Officer vacancies and continues to experience a steady increase in attrition. It is costly to train new police officers and in some cases after being trained such officers will leave for work at other agencies. Like other agencies nationwide, the Scottsdale Police Department makes expenditures directly and indirectly for the training, education and outfitting of new police recruits and officers hired through the lateral and waiver process. Some law enforcement agencies have put in place a program where if an officer leaves before their training costs are recouped that the officer must reimburse the employing agency. The Scottsdale Police Department wishes to recoup the cost of training and outfitting of new recruits and lateral and waiver officers if those employees do not remain employed by the Scottsdale Police Department for at least three years after completion of their training.

The proposed resolution authorizes the adoption and implementation of reimbursement program for new Scottsdale police officers.

ANALYSIS & ASSESSMENT

In FY 21/22, the department has seen an increase in employees retiring either upon their retirement eligibility date (20 years of service) or resigning prior to retirement eligibility date. In FY 21/22, 19 of 40 (47%) Scottsdale police officers resigned prior to 4 years of service, 5 (12%) resigned with 4-7 years of service, and 14 (35%) retired. In FY 20/21, 33% left prior to 4 years of service, and FY 19/20 31% left prior to 4 years of service.

The department has recently lost several police officers leaving for employment with other local Valley agencies that offer competitive salary structures and recruitment incentives, in addition to an opportunity for more affordable housing closer to work and less travel distance. This lateral movement is typical with officers that have only between 1 and 4 years of service.

The department developed a Police Officer Reimbursement Agreement to outline the responsibility of the employee's reimbursement for expenditures, directly or indirectly, for the training, education and outfitting of the employee, should the employee leave the City during the retention Period. The implementation of this is to encourage new hires to stay employed with the department for a period of at least three years and recoup their training costs.

RESOURCE IMPACTS

The revenue collected from this Agreement will be recorded in the General Fund.

OPTIONS & STAFF RECOMMENDATION

Adopt Resolution No. 12558 authorizing adoption and implementation of a Police Officer Reimbursement Agreement for Police Officer Recruits, Waivers and Laterals, effective August 22, 2022 and authorizing the Chief of Police or designee to execute such reimbursement agreements.

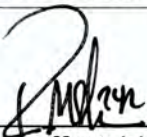
RESPONSIBLE DEPARTMENT(S)

Police Department.

STAFF CONTACTS (S)

Jeff Walther, Chief of Police, jwalther@scottsdaleaz.gov

APPROVED BY


 ON BEHALF of CHIEF WALTHER

Chief Jeff Walther, Chief of Police

8/5/22

Date

480-312-1900, jwalther@scottsdaleaz.gov

 Ana Calhoun
for Judy Doyle

Judy Doyle, Budget Director

8/4/22

Date

480-312-2603, jdoyle@scottsdaleaz.gov



Jim Thompson, City Manager

8/5/2022

Date

480-312-2811, jthompson@scottsdaleaz.gov

ATTACHMENTS

1. Resolution No. 12558

RESOLUTION NO. 12558

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING ADOPTION AND IMPLEMENTATION OF A POLICE OFFICER REIMBURSEMENT AGREEMENT FOR POLICE OFFICER RECRUITS, WAIVERS AND LATERALS, EFFECTIVE AUGUST 22, 2022, AND AUTHORIZING THE CHIEF OF POLICE OR DESIGNEE TO EXECUTE SUCH REIMBURSEMENT AGREEMENTS.

WHEREAS, the City of Scottsdale Police Department makes expenditures directly and indirectly for the training, education and outfitting of new police recruits and officers hired through the lateral and waiver process; and

WHEREAS, the Scottsdale Police Department wishes to recoup the cost of training and outfitting new recruits and lateral and waiver officers if those employees do not remain employed by the Scottsdale Police Department for at least three years after completion of their training.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows

Section 1. The Chief of Police or designee is authorized to execute reimbursement agreements with police officer recruits and lateral and waiver police officers that are substantially similar to the template agreement attached as Exhibit A to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this ____ day of _____, 2022.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

Ben Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:



Sherry R. Scott, City Attorney

By: William Hylan
Senior Assistant City Attorney

**Police Officer Recruit and Police Officer Lateral & Waiver
Reimbursement Agreement**

This agreement is made on _____, _____ by and between the City of Scottsdale, Arizona (the "City") and _____ (the "Employee") in consideration for the following mutual promises.

RECITALS

- A. The City is considering making expenditures directly and indirectly for the training, education and outfitting of the Employee by sending the Employee to a designated AZPOST Police Academy (recruits) or Scottsdale Police Department POST and FTO Training (Laterals & Waivers).
- B. The Employee agrees to receive such training and education. The Employee's salary shall be continued during training, during which time the City will not have the Employee's services available for the length of time the Employee is engaged in such training and education commencing on _____, and expected to terminate on _____. The City is not in the position to bear the expense of granting the Employee this training and education unless it can be certain the City will benefit by receiving the services of the Employee in the near future.

THEREFORE, Employee and City agree as follows:

- 1. In consideration of the City sending the Employee for training and education and the expense of providing equipment and uniforms, and in paying his/her salary during his/her training period, the Employee agrees to remain in the employment of the City for a continuous period of three (3) years after the date the Employee completes the Police Academy for recruits or completes the Scottsdale Police Department FTO training for laterals & waivers (the "Retention Period"). For purposes of this Agreement, one "year" is defined as 52 weeks. The Employee shall not, of his or her accord, leave the service of the City during the Retention Period (as opposed to being removed or discharged by the City or becoming disabled).
- 2. If the Employee does, of his or her accord, leave the employment of the City during the Retention Period, the Employee will repay the City a pro-rated share of the cost of the training and education as follows:
 - a. Leaves within one (1) year of the date the Employee completes the Mesa Police Academy - \$4685; completes the MCSO Police Academy - \$4273; completes POST and FTO SPD Training (laterals & waivers) - \$3688;
 - b. Leaves within two (2) years of the date the Employee completes the Mesa Police Academy - \$3123 completes the MCSO Police Academy - \$2848; completes POST and FTO SPD Training (laterals & waivers) - \$2458
 - c. Leaves within three (3) years of the date the Employee completes the Mesa Police Academy - \$1561; completes the MCSO Police Academy - \$1424; completes POST and FTO SPD Training (laterals & waivers) - \$1229

3. The Employee shall repay the amount to be repaid to the City in full by the thirtieth (30th) day after the Employee has left the service of the City. The Employee agrees that should the Employee have any salary due him or her at the end of his or her employment with the City, the City may deduct any repayment required by this Agreement from wages due the Employee. By signing this agreement, the Employee consents to such withholding of wages.
4. As required by state law, the provisions of A.R.S. § 38-511 regarding cancellation for conflict of interest are hereby incorporated by this reference into this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date specified above.

BY POLICE CHIEF: _____ BY EMPLOYEE: _____
Jeff Walther (name) _____ (name)