



## City Council Staff Report

DATE: November 4, 2015 New Business

SUBJECT: RECRUITMENT BONUS PROGRAM FOR LATERAL POLICE OFFICERS

FROM: David H. Ready, City Manager

BY: Human Resources

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### SUMMARY

The City of Palm Springs prides itself on the high standards it has for its employees and its Police force. As such, our goal for hiring Police Officers is and has always been to hire not merely enough people but the right people. Palm Springs, like many other municipalities, is experiencing a diminished pool of well-qualified candidates, often referred to as "lateral candidates," for Police Officer positions and staff recommends the implementation of a Recruitment Bonus Program for hiring Lateral Police Officers.

### RECOMMENDATION:

1. Adopt Resolution No. \_\_\_\_\_, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING A RECRUITMENT BONUS PROGRAM FOR HIRING LATERAL POLICE OFFICERS."
2. Authorize the City Manager to execute documents necessary to effectuate the actions, including employee agreements and any amendments thereto, as approved by the City Attorney.
3. Approve upon adoption of the Resolution the Recruitment Bonus Program for Hiring Lateral Police Officers is in effect until ten (10) positions are filled or until the City Manager terminates the program.

### STAFF ANALYSIS:

The City of Palm Springs prides itself on the high standards it has for its employees and its Police force. As such, our goal for hiring Police Officers is and has always been to hire not merely enough people but the right people. Palm Springs, like many other

municipalities, is experiencing a diminished pool of well-qualified candidates, often referred to as "lateral candidates," for Police Officer positions.

The City of Palm Springs is not the only municipality in the region that is finding it difficult to find well-qualified candidates to fill vacant Police Officer positions. In fact, a majority of California municipalities and government agencies are actively recruiting for police officers and are in competition with each other to hire the top candidates. Additionally, changes to pension and other benefits, in recent years, have impacted police agencies' ability to attract Lateral Police Officers.

Historically, the City has not had a difficult time filling Police Officer positions. The City has an established reputation for providing first-rate community focused law enforcement services and excellent working conditions. As conditions have become more competitive, factors such as geographic accessibility, cost of living, and work life balance influence attracting top candidates. While Palm Springs continues to be a marquee City in Southern California with high respect and integrity in partnership with the community, our ability to attract top quality candidates in this highly competitive market has become more challenging.

The City has had a strong history of supporting and training new Police Officers through the traditional police academy process. This program has been supplemented by hiring well-qualified Lateral Police Officers, as it takes approximately eighteen (18) months before a new police trainee is ready for independent policing. As our service retirement numbers have increased and we plan for a number of upcoming vacancies, the City realizes the need to address the concern of recruiting well-qualified Police Officers before it becomes critical.

As the City's goal of placing well-qualified Police Officers on the street and help close the recruitment gap, staff proposes a Recruitment Bonus Program for hiring up to ten (10) Lateral Police Officer positions for Council consideration:

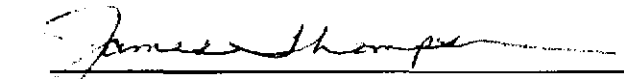
- Sign-on Bonus Program - The City would offer new Lateral Police Officers a \$10,000 sign-on bonus to be paid over the term of the probationary period for a commitment of a minimum of three (3) years of service. This bonus would serve to improve the City's effectiveness and help to attract more well-qualified lateral candidates.
- Referral Program - One of our best resources for attracting new employees is our current employees. The City would offer a referral bonus of \$1500 to an active employee who refers a Lateral Police Officer candidate who is selected for employment. This program would assist with recruitment efforts by word of mouth advertising to help fill Lateral Police Officer positions.

The intent of the Recruitment Bonus Program would be to assist in filling as many of the City's Police Officer vacancies as efficiently as possible. This initiative will enhance efforts to deploy officers more rapidly which will continue to ensure public safety and quality of life in line with the Police Department's mission in providing professional, ethical, and courteous service to all.

FISCAL IMPACT

This action will result in a maximum total fiscal impact of \$150,000.

  
Perry Madison  
Director of Human Resources

  
James Thompson  
Chief of Staff/City Clerk

  
David H. Ready, City Manager

Attachment: Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING A RECRUITMENT BONUS PROGRAM FOR HIRING LATERAL POLICE OFFICERS.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Recruitment Bonus Program for Hiring Lateral Police Officers attached to Resolution as Exhibit A, is hereby approved.

Section 2. The City Manager is hereby authorized to execute documents necessary to effectuate the actions, including employee agreements and any amendments thereto, as approved by the City Attorney.

Section 3. This Resolution is effective upon adoption and the Recruitment Bonus Program for Hiring Lateral Police Officers is in effect until ten (10) positions are filled or until the City Manager terminates the program.

ADOPTED THIS 4th day of November, 2015.

\_\_\_\_\_  
David H. Ready, City Manager

ATTEST:

\_\_\_\_\_  
James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF PALM SPRINGS )

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. \_\_\_\_\_ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
James Thompson, City Clerk  
City of Palm Springs, California



**City of Palm Springs  
Recruitment Bonus Program for Hiring Lateral Police Officers**

- A. The Recruitment Bonus Program for hiring Lateral Police Officers would be in effect until ten (10) positions are filled or until the program is terminated by the City Manager. The program will consist of a sign-on bonus program and a referral program.
- B. Sign-on Bonus Program
- a. A full-time new employee hired as a Lateral Police Officer who has not worked for the City of Palm Springs within the last three (3) years will be eligible to receive a one-time sign-on bonus in the amount of ten thousand dollars (\$10,000).
  - b. The one-time sign-on bonus will be paid as follows:
    - 30% paid upon successful completion of thirty (30) days of employment; and
    - 30% paid upon successful completion of twelve (12) months of employment; and
    - 40% paid upon successful completion of the probationary period
  - c. The sign-on bonus is not considered "salary" and shall not be included for purposes of retirement benefit calculations or salary increases. The sign-on bonus amount will be subject to federal and state tax withholdings as bonus earnings.
  - d. Payment of the sign-on bonus is contingent upon:
    - Employee must be actively employed at the time of any payment; and
    - Employee must be in good standing and not on any form of unsatisfactory performance rating or discipline; and
    - Employee must have fully executed a written service agreement agreeing to repay the bonus under specified terms (see sample Agreement Appendix A).
- C. Referral Program
- a. An employee who refers a new applicant (not previously employed with the City within the last three (3) years) to the position of Lateral Police Officer shall be eligible to receive a referral bonus of \$1,500. The referral bonus shall be paid as follows:
    - \$750 after successful completion of thirty (30) days of employment of the applicant; and
    - \$750 upon successful completion of the probationary period of the applicant.
  - b. To qualify, the lateral officer applicant must include on the initial application of employment the name of the referring employee. Employees engaged in recruitment activities or hiring of lateral police officers at any stage of the recruitment process are not eligible for the referral bonus including, but not limited to, Human Resources staff, Police Personnel and Training staff, City Department Heads, Selection Panel Members, and Hiring Managers.
  - c. The referral bonus is not considered "salary" and shall not be included for purposes of retirement benefit calculations or salary increases. The referral bonus amount will be subject to federal and state tax withholdings as bonus earnings.



## CITY OF PALM SPRINGS SIGN-ON BONUS AGREEMENT

This Agreement is made between CITY OF PALM SPRINGS ("City") and **NAME OF EMPLOYEE** ("Employee").

WHEREAS the Employee begins employment for the City in the Police Department ("Department") for the first time as a POLICE OFFICER who meets the City requirements as a Lateral Police Officer;

WHEREAS the Department wishes to bestow upon the Employee a sign-on bonus ("Sign-on Bonus") as an incentive for the Employee to accept employment at City and remain satisfactorily employed in the Department for least three full years;

WHEREFORE, City and the Employee agree to the following terms.

1. City, acting through the Department, agrees to bestow upon the Employee the amount of \$10,000.00 as a Sign-on Bonus in return for the Employee accepting City's offer of employment. This amount shall be paid directly to the Employee on the Employee's paycheck as follows:

- 30% paid upon successful completion of thirty (30) days of employment; and
- 30% paid upon successful completion of twelve (12) months of employment; and
- 40% paid upon successful completion of the probationary period.

2. City will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the Sign-on Bonus and reported to the Internal Revenue Service as income on the Employee's Form W-2. The Sign-on Bonus is not considered "salary" and shall not be included for purposes of retirement benefit calculations or salary increases.

3. Department will adhere to all relevant City and Department policies during the hiring process and in making bonus payments to employees.

4. In return for accepting the Sign-on Bonus as provided in paragraphs 1 and 2, above, the Employee agrees to work for the Department, on a regular and full-time basis for at least three years beginning on [REDACTED] and ending on [REDACTED]. Should the Employee resign, quit, or be terminated for cause before the above stated ending date, the Employee shall repay a prorated amount of the Sign-on Bonus as provided for in the following paragraphs.

5. The Employee's failure to remain employed by the Department for three years, will trigger the Employee's duty to repay, pro-rata, the amount paid by the Department pursuant to paragraph 1, above. (This amount may be more than the Employee received due to tax or other withholdings.) For example, if the Employee leaves one year prior to the end date, he/she will repay 12/36 of such amount. To facilitate this repayment, the Employee, by signing below, expressly gives City a lien on all his/her salary, wages, and other sums payable to him/her by City. In addition, the Employee hereby authorizes City to withhold all amounts so due from any sum payable to the Employee by the Department and City. The Employee also agrees that any

tax consequences borne as a result of the repayment of the Sign-on Bonus or any portion thereof will be the sole and exclusive responsibility of the Employee.

6. If the Employee fails to remain employed by the Department for three years for reasons beyond his/her control (e.g. injury, illness or death), other than just cause termination, the Department may in its sole discretion waive all or part of the liability owed by the Employee. Any such waiver must be approved in writing by the Employee's Department Head, the Director of Human Resources and the City Manager.

7. In the event the employee is unable or unwilling to work, is taken off work, or is placed on a leave of absence at any time during the period that this Agreement is effective, any payments owed or due to be owed to Employee shall be delayed the same amount of time as the Employee remains off work. For purposes of this section, any period of time in excess of 10 consecutive days that the Employee does not work during the time period of this Agreement shall delay the bonus payment periods owed to Employee by this Agreement. For example, if Employee is injured during his 10<sup>th</sup> month of employment and is placed off work for three months, the 30% bonus payable after the 12<sup>th</sup> month will be delayed another three months, to the 15<sup>th</sup> month of employment, and the 40% final bonus payment will be delayed to three months after completion of the probationary period.

8. In the event the Employee leaves the Department to work at another department within City during the three year period noted above, the Department and the Department to which the employee is transferring ("New Department") shall negotiate in good faith for the repayment, pro-rata, of the Sign-on Bonus by the New Department. It is the Employee's obligation to make the New Department aware of the Employee's receipt of the Sign-on Bonus and to request repayment assistance from the New Department. Unless the New Department affirmatively agrees to reimburse the Department for the pro-rated portion of the Sign-on Bonus, the Employee remains responsible for repaying the Department.

9. If any part of this Agreement is found to be invalid or unenforceable, the other parts shall remain valid and enforceable and Employee agrees, represents, and warrants that he/she will be held to any applicable repayment of Sign-on Bonus.

BY SIGNING BELOW, the Employee certifies that he/she has not accepted a financial incentive for accepting employment at City, other than as described in this Agreement.

IN WITNESS THEREOF:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Human Resources Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager Signature

\_\_\_\_\_  
Date