

Sponsored by: Mayor Eberhart
Introduced: January 25, 2016

ORDINANCE NO. 6005, AS AMENDED

**AN ORDINANCE ESTABLISHING AN INCENTIVE BONUS
PROGRAM WITH FAIRBANKS POLICE DEPARTMENT FOR
RECRUITMENT AND HIRING**

WHEREAS, Fairbanks Police Department (FPD) anticipates a significant short fall in officers over the next three years; and

WHEREAS, FPD currently has five officer vacancies and every applicant was eliminated from the last hiring process; and

WHEREAS, it currently costs the City of Fairbanks approximately \$19,728 in salaries and benefits to send one employee to the Police Academy; and

WHEREAS, a one-time, sign-on bonus of \$5,000 for a lateral hire and a retention bonus of \$5,000 would constitute significant savings to the City; and

WHEREAS, all bonuses will be funded through savings from budgeted salaries as available.

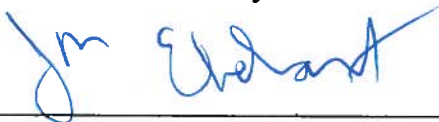
NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. An applicant who is a certified police officer in the State of Alaska or is able to meet Alaska Police Standards Council (APSC) certification standards without attending a basic officer academy will be paid a \$5,000 "sign-on bonus" in their first paycheck, subject to the payback provisions specified in the attached Sign-on Bonus Agreement.

SECTION 2. If an active FPD employee recruits a new officer (as defined in Section 1) who successfully completes the hiring process, the employee will receive a recruitment bonus of \$2,000.

SECTION 3. The bonuses established in Sections 1 and 2 of this ordinance will be funded through savings from budgeted salaries as available. This program will sunset on December 31, 2016 unless extended by Resolution of the City Council.

SECTION 4. That the effective date of this Ordinance shall be the 12th day of March 2016.

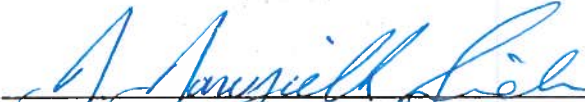


John Eberhart, City Mayor

AYES: Huntington, Matherly, Gatewood, Pruhs, Cleworth, Walley
NAYS: None
ABSENT: None
ADOPTED: March 7, 2016

ATTEST:

APPROVED AS TO FORM:



D. Danyielle Snider, CMC, City Clerk



Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 6005, as Amended

Abbreviated Title: An Ordinance Establishing an Incentive Bonus Program at FPD

Department(s): Police

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No X

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? _____

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

PROJECTS:	2015	2016	2017	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL	\$0	\$0	\$0	\$0

FUNDING SOURCE:	Equipment	Contracts	2017	Total
				\$0
				\$0
				\$0
TOTAL	\$0	\$0	\$0	\$0

All Bonuses will be paid using unspent salaries available in the current budget.

Reviewed by Finance Department:

Initial CR

Date 1/21/2016



FAIRBANKS POLICE DEPARTMENT SIGN-ON BONUS CONTRACT

This agreement is made between the CITY OF FAIRBANKS (“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 at 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 \$5,000.00 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 first paycheck following the completion of Field Training.
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 “Start Date” and ending on “End Date”. 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 both the Chief of Police and the Mayor.
7. If any part of the 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

Chief of Police Signature

Date

Mayor Signature

Date