

RESOLUTION NO. 4832

**A RESOLUTION TO EXTEND THE SUNSET DATE FOR THE
INCENTIVE BONUS PROGRAM WITH THE FAIRBANKS POLICE
DEPARTMENT FOR RECRUITMENT AND HIRING**

WHEREAS, an Incentive Bonus Program for recruitment and hiring at the Fairbanks Police Department was established by the City Council on June 19, 2017, with the adoption of Ordinance No. 6050; and

WHEREAS, the ordinance specified that the program would sunset on July 1, 2018, unless extended by Resolution of the City Council; and

WHEREAS, Fairbanks Police Department (FPD) currently has five officer vacancies and anticipates a significant shortfall in officers over the next three years; and

WHEREAS, it currently costs the City of Fairbanks a minimum of \$19,728 in salaries and benefits to send one employee to the Police Academy, which does not include additional field training costs; and

WHEREAS, a one-time sign-on bonus of \$20,000 for a lateral hire would help attract applicants and would constitute a significant cost savings to the City; and

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

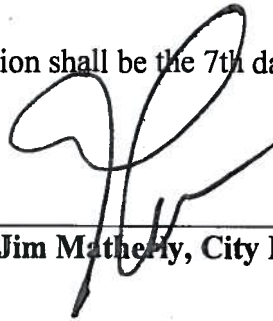
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

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 \$20,000 "sign-on bonus" in their first paycheck following completion of Field Training, 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 \$5,000.

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, 2019 unless extended by Resolution of the City Council.

SECTION 4. That the effective date of this Resolution shall be the 7th day of May 2018.



Jim Matheny, City Mayor


AYES: PASSED and APPROVED on the CONSENT AGENDA
NAYS: None
ABSENT: None
ADOPTED: May 7, 2018

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: 4832

Abbreviated Title: EXTEND FPD INCENTIVE BONUS PROGRAM

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? see below

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:

EXPENDITURES:	Equipment	Contracts	Personnel	Total
	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0

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

All bonuses will be paid using unspent salaries in the current budget due to vacancies in the department.

Reviewed by Finance Department:

Initial mb

Date 5/3/2018



Fairbanks Police Department Sign-On Bonus Contract

This agreement is made between the CITY OF FAIRBANKS (“City”) and _____ (“Employee”).

WHEREAS, this contract will apply to an Employee who begins employment for the City in the Police Department (“Department”) for the first time as a POLICE OFFICER and meets the City requirements as a lateral-hire Police Officer; and

WHEREAS, the Department wishes to bestow upon the Employee a “Sign-on Bonus” as an incentive for the Employee to accept employment at the City and to remain satisfactorily employed in the Department for at least three full years;

THEREFORE, the City and the Employee agree to the following terms:

1. The City, acting through the Department, agrees to bestow upon the Employee the amount of \$20,000.00 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 successful completion of field training.
2. The 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 Services 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. The 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 “Start Date” and ending on “3 Year 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 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 the City. The Employee also agrees that any tax consequences resulting from 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 waivers 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 the Sign-on Bonus.

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

IN WITNESS THEREOF:

Employee Signature

Date

Chief of Police Signature

Date

Mayor Signature

Date

cc: Personnel File



City of Fairbanks

City Mayor's Office-Human Resources

800 Cushman Street
Fairbanks, AK 99701

Phone (907) 459-6780
Fax (907) 459-6731

Memorandum

To: Council Members

Through: Eric Jewkes, Chief of Police; Jim Matherly, Mayor
Mike Meeks, Chief of Staff

From: Angela Foster-Snow, Human Resources Director 

Subject: FPD Sign on Bonus Extension Justification

Date: April 27, 2018

Overview of actual funding through the "Sign on Bonus":

- Russell Fett (Certified) from FTWW PD was hired with the 20,000.00 Bonus.
- Kirt Allen (Certified) from Pogo Mine was hired with the 20,000.00 Bonus.
- Thomas Broady (Certified) (currently in field training)
- In addition, one candidate was hired under this Bonus but did not complete field training.

*All above officers meet the qualifications of the ~~Alaska Public Safety Commission~~.
Alaska Police Standards Council*

Current Vacancies:

5 openings for Recruit Police Officers.

2 Retirements are scheduled before December 31.

3 Retirements are pending Spring 2019.

Fairbanks Police Department and the Human Resources Department request that the Bonus opportunity be extended and reviewed annually to determine both the need and the resources available.