

**ORDINANCE NO. 6050, AS AMENDED**

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

**WHEREAS**, Fairbanks Police Department (FPD) currently has nine 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.

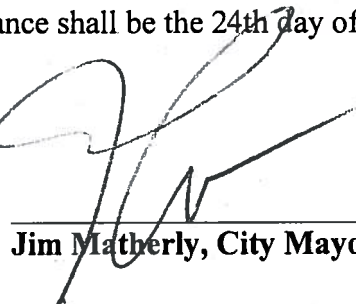
**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE  
CITY OF FAIRBANKS, ALASKA, as follows:**

**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 \$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 **July 1, 2018**~~December 31, 2019~~, unless extended by Resolution of the City Council.

**SECTION 4.** That the effective date of this Ordinance shall be the 24<sup>th</sup> day of June 2017.



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**Jim Matherly, City Mayor**

AYES: Cleworth, Pruhs, Rogers, Huntington, Therrien  
NAYS: None  
ABSENT: Norum  
ADOPTED: June 19, 2017

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: 6050

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
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

FUNDING SOURCE:	Equipment	Contracts	2017	Total
				\$0
				\$0
				\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

Reviewed by Finance Department:

Initial CR

Date 6/1/2017



<b>Fairbanks Police Department Sign-On Bonus Contract</b>
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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