

ORDINANCE NO. 6248, AS AMENDED

**AN ORDINANCE AMENDING 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 (FPD) was established by the City Council on June 19, 2017, with the adoption of Ordinance No. 6050, and reestablished by the Council on April 27, 2020, with the adoption of Ordinance No. 6129; and

WHEREAS, the reasons for continuing to provide a bonus to lateral hires are: (1) avoiding the high cost for the City to send an officer to the Police Academy (approximately \$45,000); and (2) that a one-time, sign-on bonus of \$60,000 for a lateral hire would help attract applicants and would be competitive with other municipalities; and

WHEREAS, the incentive bonus program has been successful in recruiting lateral-hire personnel in the past; and

WHEREAS, the FPD continues to have a need for the incentive bonus program.

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

SECTION 1. The incentive bonus program for recruitment and hiring within the Fairbanks Police Department is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

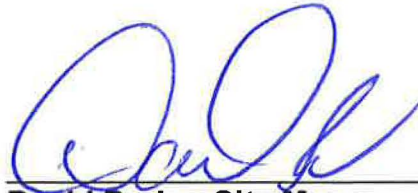
- (a) An applicant who is a certified police officer in the State of Alaska or is able to meet Alaska Police Standards Council (APSC) certification standards without attending a basic officer academy will be paid a ~~\$20,000~~**60,000** "sign-on bonus." **The city will pay 50%** in their first paycheck following completion of Field Training **and 50% after three years of service**, subject to the payback provisions specified in the attached Sign-on Bonus Agreement. No applicant may receive a sign-on bonus more than once, and no applicant may receive a sign-on bonus if they have previously been employed by the Fairbanks Police Department within 12 months of rehire.
- (b) If an active city employee recruits a new officer, as defined in subsection (a), who successfully completes the hiring process, the employee will receive a recruitment bonus of \$5,000. The recruitment bonus does not apply to employees with duties that are related to recruitment or hiring.

SECTION 2. The Sign-on Bonus Agreement (Attachment A) is approved [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font].

SECTION 3. Bonuses will be funded through savings from budgeted salaries, as available.

SECTION 4. This program will sunset on December 31, 2024 unless extended by resolution of the City Council.

SECTION 5. The effective date of this ordinance is five days after adoption.




David Pruhs, City Mayor

YEAS: Ringstad, Tidwell, Rogers, Sprinkle, Marney, Cleworth
NAYS: None
ABSENT: None
ADOPTED: June 12, 2023

ATTEST:

APPROVED AS TO FORM:



D. Danielle Smider, MMC, City Clerk

Thomas A. Chard II, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 6248

Abbreviated Title: ORDINANCE AMENDING FAIRBANKS POLICE INCENTIVE BONUS

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:	Total
SALARY AND BENEFITS	
TOTAL	

FUNDING SOURCE:	Total
GENERAL FUND	
TOTAL	

Fairbanks Police Department recruitment incentive bonuses will be paid from salary savings. The City paid a total of \$460,000 for eight referrals and twenty-one lateral officers. To date, the city retained fourteen lateral officers and saved \$945,000 in academy fees.

Reviewed by Finance Department: Initial mb Date 5/17/2023

Attachment A
to Ordinance No. 6248, as Amended



Fairbanks Police Department
Sign-On Bonus Contract
Amended June 12, 2023

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”) and meets the City requirements as a lateral-hire; 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 ~~four~~**five** full years; and

WHEREAS, no employee may receive a sign-on bonus more than once, and no employee may receive a sign-on bonus if they have previously been employed by Department within 12 months of rehire.

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~~**60,000.00** as a Sign-on Bonus in return for the Employee accepting the City’s offer of employment. ~~This amount~~**Fifty percent** shall be paid directly to the Employee on the Employee’s first paycheck following the successful completion of field training, **and fifty percent will be paid after three years of service.**
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 ~~four~~**five** years beginning “Start Date” and ending on “~~4~~**5** 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 ~~four~~**five** years will trigger the Employee’s duty to repay, pro-rata, the amount paid by the City 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, they will repay ~~12/48~~**60** of such amount. To facilitate this repayment, the Employee, by signing below, expressly gives the City a lien on their salary, wages, and other sums payable to them by the City. In addition, the Employee hereby authorizes the City to withhold all amounts so due from any sum payable to the Employee

by the Department or 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 ~~four~~five years for reasons beyond their 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 they will be held to any applicable repayment of the Sign-on Bonus.

BY SIGNING BELOW, the Employee certifies that they have 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