

Introduced by: Mayor Pruhs and
Councilmembers Cleworth, Marney, Ringstad,
Rogers, Sprinkle, and Tidwell
Introduced: November 13, 2023

ORDINANCE NO. 6266, AS AMENDED

**AN ORDINANCE ESTABLISHING A HIRING INCENTIVE BONUS
PROGRAM FOR THE RECRUITMENT AND HIRING OF FIRST TIME LAW
ENFORCEMENT OFFICERS AT THE FAIRBANKS POLICE DEPARTMENT**

WHEREAS, an incentive bonus program for recruitment and hiring of lateral police officers at the Fairbanks Police Department (FPD) was established by the City Council on June 19, 2017, with the adoption of Ordinance No. 6050, reestablished by Ordinance No. 6129 in 2020, and amended by Ordinance No. 6248 in June 2023; and

WHEREAS, the incentive bonus program for lateral hires has been successful, but a similar program does not exist for individuals beginning a law enforcement career; and

WHEREAS, the Fairbanks Police Department has police officer vacancies; and

WHEREAS, the City would like to encourage individuals, especially citizens of the city, to begin a career in law enforcement; and

WHEREAS, a one-time sign-on bonus of \$20,000 for first time law enforcement officers would encourage individuals to apply to become police officers with the Fairbanks Police Department.

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

SECTION 1. A Fairbanks Police Department applicant without prior law enforcement certification from the Alaska Police Standards Council, or similar organization in another state, who successfully completes the basic officer academy and field training, will be paid a \$20,000 “sign-on bonus.” The City will pay **\$10,000 of** the bonus-to the employee in their first paycheck following completion of field training **and the remaining \$10,000 after 24 months of employment as a police officer.** No employee may receive a sign-on bonus more than once.


SECTION 2. To receive the hiring incentive bonus, the employee must agree to work full-time for the City. Should the employee resign, quit, or be terminated for cause prior to completing three years of employment, the employee will be required to repay a prorated amount of the hiring bonus received.

SECTION 3. The Sign-On Bonus Agreement (Attachment A) is approved.

SECTION 4. The bonus established in Sections 1, 2, and 3 of this ordinance will be funded through salary savings.

SECTION 5. This program will sunset on December 31, 2024, unless extended by resolution of the City Council.

SECTION 6. The effective date of this ordinance is five days after adoption.



David Pruhs, City Mayor

AYES: Tidwell, Cleworth, Marney, Sprinkle, Rogers
NAYS: None
ABSENT: Ringstad
ADOPTED: November 27, 2023

ATTEST:

APPROVED AS TO FORM:



D. Danyielle Snider, MMC, City Clerk



Thomas Chard II, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 6266

Abbreviated Title: ORDINANCE ESTABLISHING HIRING BONUS FOR FIRST TIME POLICE OFFICERS

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 bonus for first time law enforcement officers in the amount of \$20,000 will be paid from salary savings.

Reviewed by Finance Department: Initial mb Date 11/2/2023

**Attachment A (Amended)
to Ordinance No. 6266**



**Fairbanks Police Department
Sign-On Bonus Contract
First-Time Police Officer**

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

WHEREAS, this contract will apply to first-time police officers employed by the Fairbanks Police Department (“Department”); and

WHEREAS, the Department wishes to offer 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; and

WHEREAS, no Employee may receive a sign-on bonus more than once.

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

1. The City, acting through the Department, agrees to offer the Employee the amount of \$20,000 as a Sign-on Bonus in return for the Employee accepting the City’s offer of employment. The City will pay ~~\$10,000~~ **\$10,000** the bonus in the Employee’s first paycheck following completion of field training **and \$10,000 after 24 months.**
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 bonuses 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. Should the employee resign, quit, or be terminated for cause before three years beginning “Start Date” and ending on “3-Year 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 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 12/36 of such amount. Employee agrees, represents, and warrants that they will be held to any applicable repayment of the Sign-on Bonus. 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 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 three 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.

BY SIGNING BELOW, the Employee also certifies that they are eligible for this Sign-on Bonus.

IN WITNESS THEREOF:

Employee Signature

Date

Employee Printed Name

Chief of Police Signature

Date

Mayor Signature

Date

cc: Personnel File