Introduced by: Mayor Pruhs Councilmember Marney Councilmember Sprinkle Councilmember Therrien Introduced: January 27, 2025

ORDINANCE NO. 6307

AN ORDINANCE REESTABLISHING AN 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, reestablished by Ordinance No. 6129 in April 2020, amended by Ordinance No. 6248 in June 2023, and expanded to include first-time law enforcement officers in November 2023 by Ordinance No. 6266; and

WHEREAS, the reasons for continuing to provide a bonus to lateral hires are: (1) to avoid the high cost for the City to send an officer to the Police Academy (approximately \$50,000); 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 City would like to encourage individuals, especially citizens of the city, to begin a career in law enforcement; and

WHEREAS, the incentive bonus program has been instrumental in recruiting lateral-hire personnel and first-time law enforcement officers; 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 reestablished as follows:

- (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 \$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 Signon 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) An 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.

(c) If an active city employee recruits a new officer, as defined in subsection (a) or (b), 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 Agreements (Attachment A and Attachment B) are approved.

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

SECTION 4. This program will sunset on December 31, 2026 unless extended by resolution of the City Council.

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

David Pruhs, City Mayor

YEAS:

Ringstad, Therrien, Cleworth, Marney, Sprinkle, Tidwell

NAYS:

None

ABSENT

None

ADOPTED:

February 10, 2025

ATTEST:

APPROVED AS TO FORM:

D. Danvielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS FISCAL NOTE I. REQUEST: Ordinance or Resolution No: 6307 Abbreviated Title: ORDINANCE REESTABLISHING FAIRBANKS POLICE INCENTIVE BONUS Department(s): **POLICE** Does the adoption of this ordinance or resolution authorize: 1) additional costs beyond the current adopted budget? 2) additional support or maintenance costs? Yes _____ If yes, what is the estimate? see below Yes 3) additional positions beyond the current adopted budget? 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 \$580,000 for eight referrals, 26 lateral officers, and one first-time officer. To date, the city retained 13 lateral officers and 1 first-time officer. Date 1/17/2025 Reviewed by Finance Department: Initial mb

Attachment A to Ordinance No. 6307



Fairbanks Police DepartmentSign-On Bonus Contract

Lateral Police Officer

This agreement is made between the CITY OF FAIRBANKS ("City") a	ınd	
("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 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 the 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 \$60,000.00 as a Sign-on Bonus in return for the Employee accepting the City's offer of employment. 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 five years beginning "Start Date" and ending on "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 Signon Bonus as provided in the following paragraphs.
- 5. The Employee's failure to remain employed by the Department for 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 12/60 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 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.

III WIIILDS IIILILOI.		
Employee Signature	Date	
Employee Printed Name		
Chief of Police Signature	Date	
Mayor Signature	Date	
cc: Personnel File		

IN WITNESS THEREOF.

Attachment B to Ordinance No. 6307



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 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		