

Introduced by: Mayor Matherly
Finance Committee Review: September 21, 2021
Introduced: September 27, 2021

RESOLUTION NO. 4983

**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 reestablished by the City Council on April 13, 2020, with the adoption of Ordinance No. 6129; and

WHEREAS, Ordinance No. 6129 specified that the program would sunset on December 31, 2021, unless extended by Resolution of the City Council; and

WHEREAS, the reasons for providing a bonus to lateral hires were: (1) the cost to the City of sending an officer to the Police Academy (approximately \$45,000); and (2) 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, while the bonus program has helped in attracting twelve lateral hires since 2017, the Department's staffing levels continue to be a challenge due to retirements and transfers; and

WHEREAS, the Council finds that there continues to be a need for the bonus program; and

WHEREAS, the Department continues to have salary savings from unfilled positions that will fund the bonus program.

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

SECTION 1. An incentive bonus program for recruitment and hiring within the Fairbanks Police Department is hereby approved as follows:

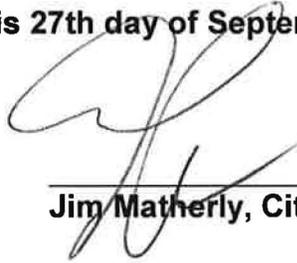
- (a) An applicant who is a certified police officer in the State of Alaska or is able to meet Alaska Police Standards Council (APSC) certification standards without attending a basic officer academy will be paid a \$20,000 "sign-on bonus" in their first paycheck following completion of Field Training, subject to the payback provisions specified in the attached Sign-on Bonus Agreement.

- (b) If an active City of Fairbanks 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.

SECTION 2. The bonuses established in Section 1 may only be funded by salary savings from unfilled, budgeted positions, if available.

SECTION 3. This program will sunset on December 31, 2022, unless extended by Resolution of the City Council.

PASSED and APPROVED this 27th day of September 2021.



Jim Matherly, City Mayor

AYES: PASSED and APPROVED on the CONSENT AGENDA
NAYS: None
ABSENT: None
APPROVED: September 27, 2021

ATTEST:

APPROVED AS TO FORM:



D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 4983

Abbreviated Title: FAIRBANKS POLICE DEPARTMENT 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:	2022	2023	Total
SALARY AND BENEFITS			\$0
TOTAL	\$0	\$0	\$0

FUNDING SOURCE:	2022	2023	Total
GENERAL FUND			\$0
TOTAL	\$0	\$0	\$0

Fairbanks Police Department recruitment incentive bonuses will be paid from salary savings. The City paid a \$20,000 bonus to twelve employees as follows: one employee in 2017, two employees in 2018, four employees in 2019, three employees in 2020, and two employees in 2021.

Reviewed by Finance Department: Initial mb Date 9/21/2021



Fairbanks Police Department
Sign-On Bonus Contract
Amended April 27, 2020

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 four 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 the 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 four years beginning “Start Date” and ending on “4 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 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 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 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