Introduced by: Mayor Pruhs Introduced: January 8, 2024

## **ORDINANCE NO. 6271**

## AN ORDINANCE REESTABLISHING THE FAIRBANKS FIRE DEPARTMENT EDUCATION REIMBURSEMENT PROGRAM FOR RECRUITMENT AND RETENTION

WHEREAS, an education reimbursement program for the recruitment and hiring of paramedics for the Fairbanks Fire Department (FFD) was established by the City Council on May 28, 2022, with the adoption of Ordinance No. 6204, as Amended; and

WHEREAS, five paramedics have been recruited under this program within the past 18 months; and

WHEREAS, the current cost for the City of Fairbanks to send one employee to complete a paramedic program is at least \$16,000 for tuition and up to \$120,000 in salaries, overtime, and benefits; and

WHEREAS, the FFD continues to have a need for the program; and

**WHEREAS**, the education reimbursement program established in Ordinance No. 6204 lapsed on December 31, 2023 and was not extended by resolution of the City Council.

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

<u>SECTION 1.</u> A Recruitment and Retention Education Reimbursement program for Fairbanks Fire Department paramedics is hereby reestablished to provide education reimbursements of \$2,000 at the date of hire, \$2,000 after three years of employment, and \$4,000 after five years of employment, for eligible applicants, subject to the terms and conditions of the Recruitment and Retention Education Reimbursement Contract attached as Exhibit A.

**SECTION 2.** The education reimbursements established in this ordinance will be forward funded through Community Assistance Program funds.

**SECTION 3.** This program will sunset on December 31, 2024 unless extended by resolution of the City Council.

**SECTION 4.** The effective date of this ordinance is five days after adoption.

David Pruhs, Mayor

AYES:

Ringstad, Rogers, Cleworth, Marney, Tidwell

NAYS:

None

ABSENT:

Sprinkle

ADOPTED:

January 22, 2024

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

## CITY OF FAIRBANKS FISCAL NOTE

I. REQUEST:					
Ordinance or Resolution No:	6271				
Abbreviated Title:	URSEMENT PROGRA	M			
Department(s):	FIRE				
Does the adoption of this ordin	nance or resolution authori	ize:			
additional costs beyond the current adopted budget?  Yes				No	X
2) additional support or maintenance costs?  Yes					
	nat is the estimate? see l	below			
3) additional positions beyond the current adopted budget? Yes			No	Х	
If yes, ho	ow many positions?				
If yes	s, type of positions?	(F -	Full Time, P - Part	Time, T - Temporary)	
II. FINANCIAL DETAIL:					
EXPENDITURES:				2024	Total
SALARY AND BENEFITS					
TOTAL				\$0	\$0
FUNDING SOURCE:				2024	Total
GENERAL FUND					
TOTAL				\$0	\$0
Fairbanks Fire Department ed	ucation reimbursement nr	ogram will n	rovide \$8 000 over		
The department will provide \$3	2,000 as a sign-on educati	ion reimburs	ement, \$2,000 afte	er 3 years, and \$4,000 a	
Overall, the savings in training	and overtime for backfill v	would be sig	nificant in compari	son to the cost.	
Davioused by Finance Dear		1141 = 1		Deta 4/0/000 /	
Reviewed by Finance Departn	ient.	Initial	mb	Date1/3/2024	



## Fairbanks Fire Department Recruitment and Retention Education Reimbursement Contract

This agreement is	made between the	CITY OF	<b>FAIRBANKS</b>	("City") and	
("Employee").					

WHEREAS, the Employee has been offered employment for the City as a Paramedic in the Fire Department ("Department") for the first time;

WHEREAS, the Department wishes to bestow upon the Employee an education reimbursement as an incentive for the Employee to accept employment at the City and to remain satisfactorily employed in the Department as a Paramedic for at least five full years;

WHEREAS, Ordinance No. 6271 that reenacted the Recruitment and Retention Education Reimbursement Program specified that payment of the education reimbursement will be forward funded through Community Assistance Program funds.

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

- 1. The City agrees to bestow upon the Employee \$2,000 as a recruitment education reimbursement in return for the Employee accepting the City's offer of employment, to be paid on the Employee's first paycheck. The Employee will receive as a retention education reimbursement \$2,000 in the first paycheck following their three-year anniversary and another \$4,000 in the first paycheck following their five-year anniversary.
- 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 will be withheld as bonus earnings from the Recruitment and Retention Education Reimbursement and reported to the Internal Revenue Services as income on the Employee's Form W-2. The Recruitment and Retention Education Reimbursement is not considered "salary" and will not be included for purposes of retirement benefit calculations or salary increases.
- 3. The City will adhere to all relevant policies during the hiring process and in making education reimbursement payments to employees.
- 4. In return for accepting the Recruitment and Retention Education Reimbursement as provided in paragraph 1, the Employee agrees to work for the Department as a paramedic on a regular and full-time basis for at least five years beginning with their start date and ending on their five-year anniversary. Should the Employee resign, quit, or be terminated for cause before the ending date, the Employee may be required to repay a prorated amount of the Recruitment and Retention Education Reimbursement as provided in paragraph 5.
- 5. The Employee's failure to remain employed by the Department as a paramedic for the applicable time period will trigger the Employee's duty to repay, pro-rata, the amount paid by the City pursuant to paragraph 1 (this amount may be more than the Employee received due to taxes or other withholdings). 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, subject to state and

federal law. In addition, the Employee hereby authorizes the City to withhold all amounts so due from any sum payable to the Employee by the City. The Employee also agrees that any tax consequences resulting from the repayment of the Recruitment and Retention Education Reimbursement will be the sole and exclusive responsibility of the Employee.

- 6. If the Employee fails to remain employed by the City as a paramedic for the applicable time period for reasons beyond their control (e.g., injury, illness, or death), other than termination for just cause, the City may in its sole discretion waive all or part of the lability owed by the Employee. Any such waivers must be approved in writing by both the Fire Chief 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 the Employee agrees, represents, and warrants that they will be held to any applicable repayment of the Recruitment and Retention Education Reimbursement.
- 8. All Recruitment and Retention Education Reimbursement payments are conditioned on the availability of funds from the Community Assistance Program.

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.

Employee Signature	Date
Employee Signature	Date
Fire Chief Signature	Date
Mayor Signature	Date
PRINTED NAME of Employee	

IN WITNESS THEREOF: