

**City of Brookings**  
**MEETING AGENDA**

**CITY COUNCIL & UPPER CHETCO AND  
BROOKINGS RURAL FIRE DISTRICTS SPECIAL  
JOINT MEETING**

**Wednesday, November 29, 2017, 6:30pm**

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

**CITY COUNCIL/FIRE DISTRICTS**

**A. Call to Order**

**B. Roll Call**

**C. Topics**

1. Review status of current agreements [City Manager, Pg. 2]
  - a. Brookings Rural Fire District Agreement [Pg. 3]
  - b. Upper Chetco Fire District Agreement [Pg. 6]
2. Possible joint fire apparatus funding applications [City Manager, Pg. 10]
3. Volunteer recruitment [City Manager, Pg. 13]
  - a. News articles [Pg. 14]
  - b. Brookings Volunteer Firefighters Association, Inc. agreement [Pg. 25]
4. Fire agency engagement in County planning process [City Manager, Pg. 29]

**D. Adjournment**

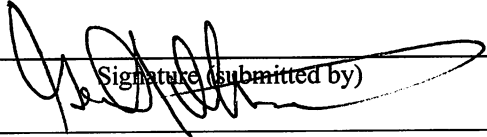
\*All public meetings are held in accessible locations. Please contact 469-1102 if you have any questions regarding this notice.

# CITY OF BROOKINGS

## Council WORKSHOP Report

Meeting Date: November 29, 2017

Originating Dept: City Manager

  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Fire District Agreements Review

Background/Discussion:

The City has agreements with the Brookings Rural Fire District and the Upper Chetco Rural Fire Protection District to provide fire protection services. The agreements were last entered/revised in 2005 and 2016 respectively.

Under the terms of the agreement with the Brookings Rural Fire District, the City receives 95 per cent of the property taxes collected within the District. There is no agreement term. For the Upper Chetco Fire Protection District, the City receives 90 per cent of the property taxes received by the District. The term of this agreement ends on June 30, 2019. This agreement also serves as a lease whereby the City has the use of a fire station owned by the District.

Attachment(s):

- a. Brookings Rural Fire District Agreement
- b. Upper Chetco Rural Fire Protection District Agreement

## AGREEMENT

THIS AGREEMENT is made and entered into on the date subscribed hereto below, between the CITY OF BROOKINGS, a duly organized Oregon municipal corporation, hereafter referred to as the "CITY" and the BROOKINGS RURAL FIRE DISTRICT, a duly organized rural fire protection district, hereafter referred to as the "DISTRICT" as authorized by ORS 190.010.

The parties agree as follows:

I. Term and Termination: The term of this Agreement will begin on the 27th day of April 2005 and may be terminated by either party giving a six-month written notice of termination.

II. The CITY'S Obligations.

A. The CITY agrees to provide fire protection to the DISTRICT, including the use of available pumpers, tankers and sufficient personnel to operate that apparatus. If the demands of the DISTRICT exceed the available apparatus and personnel which the CITY can provide, the CITY agrees to invoke any current mutual and automatic aid agreements as may be necessary to provide fire protection to the DISTRICT. The CITY shall have the right to determine priority for providing fire suppression and/or other emergency service to the DISTRICT and that determination shall be the responsibility of the commanding officer. Further, the commanding officer may, in the exercise of best judgment and discretion, decline to commit apparatus or personnel to a position which would dangerously imperil such resources or negatively impact to an unacceptable level, the ability of the CITY to provide service for its patrons.

B. The CITY shall provide fire protection throughout the DISTRICT and at all times conduct its operations under this Agreement in a safe and professional manner.

C. The CITY may through the County Building Inspector review building and construction plans within the DISTRICT.

D. The CITY shall investigate all fires within the DISTRICT.

E. The CITY shall use its most current operating procedures to

maintain fire protection within the DISTRICT, thereby assisting the DISTRICT in retaining or upgrading its present insurance class rating.

F. The CITY shall provide fire protection in the DISTRICT, twenty four (24) hours per day, seven (7) days per week, subject to the condition, that sufficient apparatus and personnel be available to assure adequate fire protection to the CITY. The CITY shall not be liable to the DISTRICT for interruption or failure of service cause by circumstances beyond the control of the CITY.

III. Compensation. The DISTRICT shall pay the CITY each year during the term of this agreement an annual fee equal to 95% of the property taxes collected for the District. The annual fee includes the cost of undertaking to provide fire protection service to the District. The CITY may assess fees for services for each response made to individual property owners as authorized by State law.

A. DISTRICT shall collect the property tax at the maximum rate allowed.

B. The annual fee shall be due by January 31<sup>st</sup> of each year for the taxes received through January. Any additional taxes received subsequent to January 31<sup>st</sup> shall be paid no later than June 30<sup>th</sup>. If the annual fee is not paid promptly when due, according to the terms of this Agreement, the CITY may terminate this Agreement and its duties and obligations hereunder upon ten (10) days written notice thereof to The DISTRICT.

C. The annual fee paid on or before January 31<sup>st</sup> of each year is considered compensation for undertaking to provide fire protection services for that calendar year. Should the contract begin or terminate on a date other than January 1<sup>st</sup>, the annual fee paid will be prorated based upon the number of months fire protection is provided by the CITY.

IV. The DISTRICT'S Obligations. The DISTRICT shall provide the CITY with evidence that the DISTRICT'S board of directors has taken all necessary steps to approve and carry out this Agreement.

V. Hold Harmless. The parties agree that neither the CITY nor any of the CITY'S officers, agents, representatives, employees or volunteers shall be liable to the DISTRICT, or any other person, for any claim for injury, damage, loss or expense growing out of or resulting directly or indirectly from the performance of this Agreement, including, but not limited to, a claim for alleged failure to afford firefighting or fire protection apparatus or services, court costs and attorneys fees. Nothing in this Agreement, including any provisions for hold harmless, is intended to create any liability or obligations to pay claims on any single incident in excess of the amounts set forth in

the Oregon Tort Act. Specifically as to actions to which the Tort Claims Act would apply, the CITY, by this Agreement, is assuming no contractual liability in any form in excess of those limitations.

CITY OF BROOKINGS, an Oregon Municipal Corporation

By Pat Sherman  
Pat Sherman, Mayor

Date: 4/25/05

By William J. Sharp  
William J. Sharp, Fire Chief

Date: 4/27/05

Board Representative – BROOKINGS RURAL FIRE DISTRICT

By Michael Zoretich  
Michael Zoretich, Board Chairman

Date: 4-27-05

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BROOKINGS AND  
THE UPPER CHETCO RURAL FIRE PROTECTION DISTRICT**

THIS AGREEMENT is entered by and between the City of Brookings, an Oregon municipal corporation, ("the City") and the Upper Chetco Rural Fire Protection District, a rural fire protection district duly organized under the laws of Oregon, ("the District") as authorized by ORS 190.010.

The parties to this Agreement hereby agree to the following terms and conditions:

**Section 1: Term and Termination of this Agreement**

- 1.01 Term.** This Agreement is for a term of three (3) years, to commence on July 1, 2016 and expiring on June 30, 2019.
- 1.02 Renewal.** Upon its expiration, this Agreement shall automatically renew for another three (3) year term unless the City gives the District sixty (60) days' notice of its intent not to renew the Agreement.
- 1.03 Termination.** At any time during the term of this Agreement, either the City or the District may cancel this Agreement by providing the other party six (6) months' written notice of termination.

**Section 2: Compensation to the City**

- 2.01 Annual Fee.** The District will pay to the City each year during the term of this Agreement, an annual fee equal to 90% of the property taxes collected for the Upper Chetco Rural Fire Protection District, less the cost of insurance for the District Fire Station.
- 2.02 Due Date.** The annual fee is due by January 31 of each year for taxes received through January. All additional taxes received after January 31 must be paid to the City no later than June 30.
- 2.03 Proration.** The annual fee paid on or before January 31 of each year is compensation for fire protections services for January through December of the current calendar year. Upon termination of this Agreement, the annual fee will be prorated based upon the number of months that fire protection services were provided by the City.
- 2.04 Tax Rate.** If the District's net property tax rate drops below \$0.7125 per \$1,000 of assessed value, the City may terminate this Agreement and be relieved of all duties and responsibilities hereunder upon ten (10) days' written notice to the District.

### **Section 3: Obligations of the City**

- 3.01 Nature of Services.** The City agrees to provide fire protection services to the District, including the use of available pumpers, tankers and personnel. These services will be provided twenty-four (24) hours a day, seven (7) days a week, unless sufficient equipment and personnel would not then be available to assure adequate fire protection to the City. If the demands of the District exceed the available equipment and personnel of the City, the City agrees to invoke any current mutual and automatic aid agreements as may be necessary to provide fire protection to the District. The City may not be liable to the District or its residents for interruption or failure of service caused by circumstances beyond the control of the City.
- 3.02 City Determinations.** The City has the right to determine priority for providing fire suppression and/or other emergency services to the District and that determination is the responsibility of the commanding officer. Further, the commanding officer may, in the exercise of his or her best personal judgment and discretion, decline to commit equipment or personnel to a position that would imperil such resources or negatively impact to an unacceptable level, the ability of the City to provide service to its residents and visitors. The city may not be held liable to the District or its residents for decisions made by the commanding officer under this subsection 3.02.
- 3.03 Provision of Services.** In its provision of fire protection services, the City will do all of the following:
- (a) provide fire protection throughout the District in a professional manner;
  - (b) investigate all fires within the District;
  - (c) train and administer District volunteers; and
  - (c) use its most current operating procedures.

### **Section 4: Obligations of the District**

- 4.01 Building Lease/Upper Chetco Fire Station.**
- (a) Upon the expiration or earlier termination of this Agreement, the building lease currently assigned to the City will automatically terminate. The District will take all necessary steps to carry out this provision.
  - (b) The District will be solely responsible for the maintenance and upkeep of the building.
  - (c) The District will maintain the building in good repair and make the building available for use by City for housing fire apparatus and equipment used in connection with the services provided under this Agreement.
  - (d) The District will procure and maintain fire insurance for said building.

**4.03 Equipment.**

- (a) All equipment, including vehicles, owned by the City and housed at the District fire station will at all times remain the property of the City. The assignment of specific equipment to be stationed within the District will be determined at the sole discretion of the City.
- (b) Ownership of any and all equipment, including vehicles, conveyed to the City under the IGA dated March 3, 2000, and remaining in possession of the City as of the date of this Agreement, is with the signing of this Agreement, returned to the District to be its property. The District accepts all returned equipment in AS-IS condition.

**4.04 Insurance.**

- (a) At all times during the term of this Agreement, the District will maintain in full force and effect a policy of insurance containing the following types of coverage in the following minimum amounts:

Property Damage	\$1,000,000
General Liability	\$1,000,000

- (b) The City of Brookings must be named as an additional insured on the policy(s).

**4.05 Volunteer Recruitment.** District shall use its best efforts to recruit and maintain four (4) volunteer firefighters who shall be residents within the District, or live within close proximity. Such volunteers shall be required to train with the Brookings Fire Department and shall not use City equipment or respond to emergencies for which they have not been trained.

**Section 5: General Provisions**

**5.01 Notice.** Any notice required under this Agreement may be given by personal delivery or first class mail, postage prepaid, to the party at the address below. If notice is given by mail, notice will be deemed to have been given three days after the postmarked date on the envelope.

**If to the City:**

City of Brookings  
Attn: City Manager  
898 Elk Drive  
Brookings, OR 97415

**If to the District:**

Upper Chetco Rural Fire Protection District  
P.O. Box 2526  
Brookings, OR 97415

**5.02 Hold Harmless.** Neither the City nor any of the City's officers, agents, representatives, employees or volunteers may be held liable to the District or any other person for any claim for injury, damage, loss or expense arising from, or resulting directly or indirectly from the performance of this Agreement, including, but not limited to, claims for alleged



failure to afford firefighting or fire protection equipment or services, court costs and attorneys' fees. Nothing in this Agreement, including any provision for hold harmless, is intended to create any liability or obligations to pay claims on any single incident in excess of the amounts set forth in the Oregon Tort Claims Act. Specifically as to actions to which the Tort Claims Act would apply, the City, by this Agreement, is assuming no contractual liability in any form in excess of those limitations.

- 5.03 Modification.** Any modification or amendment to this Agreement must be in writing and signed by both parties to be valid and enforceable.
- 5.04 Captions.** The captions in this Agreement are for the convenience of the reader and may not be used to interpret or construe this Agreement.
- 5.05 Severability.** If any provision of this Agreement shall be adjudged by a Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will be unaffected and remain enforceable.
- 5.06 Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of the State of Oregon.

Executed this 23rd day of June, 2016 in Brookings, Oregon.

**CITY OF BROOKINGS**

  
\_\_\_\_\_  
Ron Hedenskog, Mayor

Attest:

  
\_\_\_\_\_  
Terri Davis, City Recorder

**UPPER CHETCO RURAL  
FIRE PROTECTION DISTRICT**

  
\_\_\_\_\_  
Name:  
Chairman of the Board of Directors

  
\_\_\_\_\_  
Name:  
Secretary of the Board of Directors

PLEASE SIGN & RETURN TO ME.  
THIS IS A RENEWAL NO CHANGES  
MADE SAME AS LAST THREE YEARS.

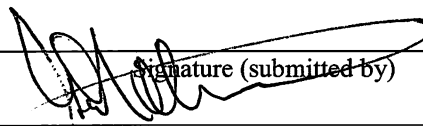
- 201 -

# CITY OF BROOKINGS

## Council WORKSHOP Report

Meeting Date: November 27, 2017

Originating Dept: City Manager

  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Fire Equipment Grants

### Background/Discussion

The City of Brookings performed an assessment of its fire response capability as the threat to the City from the Chetco Bar Fire has now diminished. This assessment is based upon experience with responding to and providing logistical support for a conflagration requiring City direct response and interagency support. Improvements in City facilities, systems and equipment are categorized below. Many of these needs are related to the City being the primary agency providing service to adjacent fire districts and providing logistical support for a large-scale event. Staff has also developed a cost estimate for each category.

### **FIRE DEPARTMENT (\$505,000)**

The Brookings Fire Department provides fire and rescue services to the City and two adjacent rural fire districts which are largely rural and heavily vegetated. **The total geographic area within the primary protection area of the Brookings Fire Department is 57 square miles,** with only about four square miles within the City Limits, and includes a population of approximately 8,000. The Brookings Fire Department also provides mutual aid/dispatching services to three additional adjacent rural volunteer fire departments.

The City owns and operates two Type I fire engines primarily designed for structural protection, one 1984 Type I engine that was “retired” from regular service in the City and is now positioned at the Upper Chetco fire station, and one Type VI quick response vehicle.

The Chetco Bar Fire demonstrated the need for additional fire apparatus and supplies including:

1. Type III fire engine to include a 500 gallon water tank, 1,000 gpm pump and compressed air foam system. This is primarily a wildland fire engine (often referred to as a “brush truck.” Cost estimate: \$350,000.
2. Type VI fire engine to include a 290 gallon water tank, 350 gpm pump and 10 gallon foam tank. This would be a quick response vehicle. Cost estimate \$90,000.
3. Towable volume pump for drafting water from rivers or other sources. Cost Estimate \$35,000.
4. Equipment including new generation fire shelters, wildland brush jackets, respirator masks; primarily for firefighter protection. Cost estimate \$30,000.

### **COMMUNICATIONS (\$30,000)**

Numerous fire, police and other support agencies arrived to assist with fire operations, logistical support and evacuations. Additional portable radios are needed with user programming ability to enable local and visiting agencies to communicate more effectively. Cost estimate: \$30,000.

**WATER SERVICES** (\$2,170,000 short term/City system benefit. \$10,000,000+ long term/areawide benefit.)

The water system is a key element for fire protection in the City. Fortunately, the fire did not encroach into the City Limits or any areas served by the City water system. Even though the City system was not directly impacted, several City facilities were located in evacuation areas and were threatened. The City operates a number of water pump stations. All water facilities could be impacted by an area-wide power outage. The Public Works/Development Services Department has identified the following immediate needs to improve the capacity of the City's water system to be available to meet large scale emergency demand.

1. Two portable 100 kw generators with transfer switches and attenuation equipment. Cost estimate \$160,000.
2. Ten generator quick connection ports at booster pump stations and lift stations. Cost estimate: \$260,000.
3. Five portable 25 kw generators including trailers. Cost estimate: \$50,000.
4. Installation of a bypass line at the water treatment plant. Cost estimate: \$50,000.
5. Fire flow booster pumps at the water treatment plant. Cost estimate: \$300,000.
6. Connect airport reservoir to the Tidewater reservoir. Cost estimate: \$1,000,000.
7. Replace old Tidewater 20,000 gallon Tidewater Reservoir with 250,000 gallon bolted steel reservoir. Cost estimate: \$500,000.

A longer-term area-wide improvement project would be the reactivation of the Tide Rock intake, replacement/expansion of the Ferry Creek Reservoir, and an intertie with the Harbor Water system. The City estimated the cost of this project at \$9,968,665 as a part of its 2015 National Disaster Resiliency Competition application. The cost estimate was based upon a seismic retrofit of the Ferry Creek Reservoir. This cost is subject to further review and will likely be substantially higher depending upon the outcome of the current Ferry Creek Reservoir alternatives engineering analysis.

**EMERGENCY OPERATING CENTER (\$10,000)**

The Emergency Operating Center facility was an essential element in the coordination of services for the Chetco Bar Fire. The City has been progressively improving the working systems within the facility. The incident demonstrated the need for certain equipment and systems improvements including:

1. Higher quality printer.
2. Independent computer network.
3. Satellite telephone and data capabilities.
4. Better conference telephone.
5. Miscellaneous office equipment including shredder.

Cost estimate for the above: \$10,000

**TOTAL COST ESTIMATE/EXCLUDING EXPANDED WATER SYSTEM**  
**\$2,715,000**

Staff has discussed possible grant funding under the U.S. Department of Agriculture Rural Development (USDA-RD) program for both Fire Department and Water System needs. Good morning. The maximum grants are \$50,000 or “50 per cent of a State annual allocation.” The local match is 25-85 per cent. A strategy would be to work with the Brookings Rural Fire District and Upper Chetco Fire District to develop separate grant applications for each of the Districts and the City to fund:

- Bypass water line at City water plant; 75 per cent of the \$50,000 estimated cost would be \$37,500.
- Towable pump; 75 per cent of the \$35,000 estimated cost would be \$26,250.
- Type VI fire engine; 75 per cent of the \$90,000 estimated cost would be \$67,500; however, maximum grant is \$50,000.

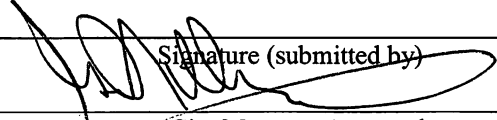
The City may need to provide the local match as the fire districts have minimal funds and the City receives 90 per cent of their property tax revenue as consideration for providing service. The Fire Districts are separate legal/taxing entities with their own elected Boards of Directors.

# CITY OF BROOKINGS

## Council WORKSHOP Report

Meeting Date: November 29, 2017

Originating Dept: City Manager

  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Volunteer Recruitment

Background/Discussion:

The City currently contracts with the Brookings Rural Fire District and the Upper Chetco Rural Fire Protection District to provide fire protection services. Staffing is provided with two full-time firefighters, who are City employees, and 23 members of the Brookings Volunteer Fire Department, Inc. a non-profit organization.

The City contracts with the Volunteer Fire Association to staff the Fire Department. This agreement was last entered/revised in 2009 and remains in effect year-to-year. Under the terms of the agreement, the City pays the Association \$27,000 annually. The City is also required to maintain a \$10,000 life insurance policy on each firefighter.

There has been a consistent core volunteer firefighters...some number less than the 23 noted above...and there has been significant turnover among the volunteers. There are currently no volunteers residing within the boundaries of either District. The Upper Chetco District maintains a fire station within its District at which a City-owned fire engine is located; there are currently no volunteers within the District available to respond to this fire station.

Due to societal and demographic changes, the community pool of potential volunteers has diminished over the last decade or so. Traditionally, volunteer firefighters were local business owners or worked for local business that would provide the volunteers with "release time" to respond to emergencies and participate in training. The transition to a corporate employment culture has negatively impacted the number of available volunteers. Additionally, Brookings age demographics limit the availability of volunteers with the physical conditioning necessary to safely serve as a volunteer firefighter.

This is not a phenomenon unique to Brookings, as demonstrated in the attached media articles.

At some point in time Brookings and other local fire agencies will need to address the diminishing availability of volunteer firefighters. This could have a significant impact on the cost of providing fire and rescue services.

Attachment(s):

- a. News articles from St. Paul Pioneer Press, New York Times, and Preparedness and Recovery magazine.
- b. Brookings Volunteer Firefighters Association, Inc. agreement

[Topics](#) > [Recruitment and Retention](#) > [Articles](#)

## Decline in volunteering hurts fire departments around the country

Recruitment is a problem for some departments, but a more common complaint is that it's hard to keep people once they've joined

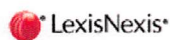
Jul 18, 2011

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By Jessica Fleming  
The St. Paul Pioneer Press

EAGAN, Minn. — Volunteerism might be up during a down economy, but one group that heavily relies on donated time is suffering: fire departments.

Increased training requirements, more duties, squeezed family lives and less-flexible employers have all contributed to a decrease in the number of people willing to drop everything and pick up a hose, local fire chiefs say.



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**Full story:** [Decline in volunteering hurts fire departments around the country](#)

[Tags](#) > [Volunteer](#)

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**The New York Times** | <https://nyti.ms/1qfsxeW>

SundayReview | NEWS ANALYSIS

# The Disappearing Volunteer Firefighter

By ANDREW BROWN and IAN URBINA AUG. 16, 2014

IN most places in America, when a fire breaks out, a volunteer shows up to put it out.

But the ranks of volunteers are dwindling. What was once an iconic part of American life is losing its allure, in part because the work — some would say the calling — is a lot less fun than it used to be.

There are still more than twice as many volunteers as career firefighters. But the number of volunteers has dropped by around 11 percent since the mid-1980s, while the number of career firefighters has grown more than 50 percent, according to the National Fire Protection Association. The allure has diminished because fund-raising now takes up roughly half the time most volunteers spend on duty. It's also harder to fit in volunteer work. The rise in two-income households often means that there is no stay-at-home parent to run things so the other can dash off for an emergency. Urbanization and the aging of the rural population are taking their toll as fewer young people are available to replace firefighters who retire.

Federal, state and local officials would like to attract new volunteer recruits. The stakes are particularly high because volunteers save not only lives but money — more than \$139.8 billion annually for local governments, according to the fire protection association. The time and training needed to become a certified firefighter have also increased. Federal standards enacted to save firefighters' lives have unintentionally

created a barrier for volunteer service: It now takes hundreds of hours to be certified, and new firefighters often must cover the cost of training.

Other costs are also contributing to the dwindling of the ranks. Since the 1980s, the price of a single self-contained breathing apparatus has jumped to over \$5,000, from \$900. A fire engine costs \$400,000 more than it did 30 years ago. In surveys, firefighters consistently cite the endless burden of fund-raising, which takes up to 60 percent of their work time, as one of the biggest deterrents to staying on the job.

For decades, departments relied on benefit auctions, raffles and community bingo events to cover overhead. In recent years, however, departments have had to resort to adding fire taxes onto local property-tax bills, or charging homeowners and insurance companies for individual response calls. Others have merged with neighboring departments to cut costs.

Vincent P. McNally, a volunteer firefighter and an emeritus associate professor of political science at St. Joseph's University in Philadelphia, who has studied the decline of volunteer firefighters, said that too much is being asked.

"I fund-raise, I train and I go to fires," he recounted being told by one fire chief. "I can do two out of the three. You tell me which two out of the three you want me to do."

Firefighters' duties have also shifted. In many departments, a vast majority of calls are for medical emergencies, not fires. Much like emergency room doctors, volunteer firefighters are increasingly serving as primary care providers. They are also routinely dispatched for water rescues, vehicle entrapments, hazardous material spills and drug overdoses.

Since 1986, the number of fire-related calls for all firefighters, volunteer and paid, has dropped by more than 3.6 million. In 2012, only 5 percent of calls were for actual fires. But the total number of fire department responses has jumped by 167 percent in 26 years, largely because medical responses have gone up by 15.2 million.



Still, the work is dangerous. Last year, 97 firefighters died, according to the National Fire Protection Association, including nine who died when a fertilizer plant exploded in West, Tex. Thousands more are injured every year.

Meanwhile, state and municipal governments are trying different tactics to entice new recruits.

Municipalities in Florida, New Mexico, Minnesota and many other states offer stipends to volunteers to cover time spent training, the cost of travel and overnight or on-call service. Others have provided some pay for volunteers based on the number of calls they respond to, their level of training or the years they've served — or simply by the hour.

New York State grants volunteer firefighters property tax abatements, income tax credits and \$50,000 in death benefits if they die in the line of duty. Most states allow volunteer departments to provide workers' compensation, often through state-run programs.

"Benefits are important — yes, to compensate volunteers for their time, but also to show that the community values their service," said David Finger, the government relations director for the National Volunteer Fire Council.

Underlying many such recruitment efforts is an elemental question: Should volunteer firefighters be defined as public employees and afforded all the according benefits and protections?

Some states like California, Missouri and New Jersey have said yes, granting them things like taxpayer-subsidized pensions, college tuition assistance and life insurance benefits. And in a decision that could markedly increase the number of unionized firefighters in the state, Pennsylvania labor officials have granted many volunteer firefighters the right to organize.

After some volunteers argued that they should not be categorized as public employees because requirements of the new health care act could bankrupt small firehouses, the Internal Revenue Service ruled this year that volunteer departments are exempt from the mandate.

In the meantime, the burdens on firefighters continue to grow. Edward A. Mann, a volunteer chief in Pennsylvania, said that training requirements keep increasing partly because volunteers are now being called to do much more than just “putting water on fire.” Terrorist attacks and improvised explosive devices, malfunctioning solar panels and wind turbines, ethanol and natural gas fires, and electric- and hydrogen-powered vehicle accidents — these are just some of the emergencies for which training is needed, said Mr. Mann, who is also the Pennsylvania State Fire Commissioner.

“Every time something goes wrong with that stuff, someone dials 911,” he said, “and guess who gets sent?”

Andrew Brown is a news intern for The Morning Call of Allentown, Pa. Ian Urbina is an investigative reporter for The New York Times.

A version of this news analysis appears in print on August 17, 2014, on Page SR3 of the New York edition with the headline: The Disappearing Volunteer Firefighter.

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PREPAREDNESS & RECOVERY  
(/em/disaster)

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## Volunteer Fire Departments Face Recruitment, Retention Challenges

*Minnesota's recruitment and retention efforts have been falling since the 1980s.*

BY GRACE PASTOOR, DULUTH NEWS TRIBUNE / JULY 14, 2015



*It's hard to recruit and retain volunteer firefighters.* SHUTTERSTOCK ([HTTP://WWW.SHUTTERSTOCK.COM](http://www.shutterstock.com))



(TNS) - For Grant Gimpel, a workweek means putting in at least 70 hours as a firefighter.

For 50 of those hours, Gimpel is an airfield firefighter with the state of Minnesota. The other 20-plus are spent as chief of the Grand Lake Volunteer Fire Department northwest of Duluth.

"It's difficult," Gimpel said. "I'm married with kids. ... But the nice thing is, my wife is retired from here so she understands. She gets it."

Gimpel's grueling schedule is the reality that comes with heading a volunteer fire department. Recruitment and retention within departments such as Gimpel's has been falling since the 1980s. And even though fire-related calls are decreasing, volunteer fire departments are working more.

The Minnesota Department of Public Safety reported that fire-related incidents decreased by 14.1 percent between 2009 and 2013 — but according to a report conducted for the Minnesota State Fire Chiefs Association, the number of non-fire-related calls increased by 45.9 percent between 2002 and 2012. Many of those are rescue and medical calls.

Mark Niemi, assistant fire chief for the Rice Lake Fire Department just north of Duluth, said the increase in calls puts a strain on volunteers.

"The fire department's kind of the catch-all for any problem out there," he said. "We have to be trained in so many different things now than in years past."

The U.S. Fire Administration reported that 87 percent of the country's departments are volunteer or mostly-volunteer. In Wisconsin, more than 92 percent of fire departments are volunteer. Ninety-seven percent of Minnesota's fire departments are volunteer or mostly-volunteer — the second-largest percentage in the country.

But Minnesota does not lead the nation in the number of volunteer firefighters, measured in relation to state population. Minnesota is 21st in the United States for the number of non-career firefighters per 10,000 people at 32.89, according to a study conducted for the Minnesota State Fire Chiefs Association.

Gimpel has seen a decline in numbers first-hand. The Grand Lake department is allowed to have 40 members, but only has 21. The department had two recruits at the end of 2014, but the overall lack of firefighters makes it difficult for the department to do its job.

Mike Marshall, chief of the Hermantown Volunteer Fire Department, has faced the same difficulties. His department also is allowed 40 members, but is stuck at 20. Marshall said the call volume in Hermantown creates challenges.

"We'd like to have more; we'd like to have a full roster and a waiting list, which we used to have 20 years ago," he said. "We have to run so many calls in Hermantown; we're up to about 1,000 calls a year now, which is a lot to expect of somebody who is a volunteer."

George Esbensen, chief of the Eden Prairie (Minn.) Fire Department, who helped supervise the study for the Minnesota State Fire Chiefs Association, said the problem is more concentrated in small towns.

"I think everything is accentuated when you just have a smaller pool of people to start with," Esbensen said. "And if a major employer or two shuts down in your community ... a lot of people move out of town."

## **EXPERIENCE GAP**

The state's volunteer fire departments also have trouble retaining firefighters. Niemi said students from Lake Superior College's fire school often join the Rice Lake department but leave soon after to pursue careers as career firefighters.

"We have a gap of brand-new members that are within their first two years or less, and then we have another chunk of members that have been around for almost 20-plus years, so it's that middle area that we lack right now," Niemi said.

Fire departments statewide suffer from this gap. Esbensen said fewer young people are "waiting in the wings" to take over for older firefighters, and the study backs up his observation. In 2012, 22 percent of volunteer firefighters were older than 50. Forty-six percent were between the ages of 35 and 49.

"The aging community means you have fewer young people to draw from to turn into firefighters," Esbensen said. "Typically people that get into the fire service are under 50 and the high percentage of them are under 40, so when you have an aging population you just have fewer of those young people around."

Niemi said he's concerned that once the firefighters with the most experience retire from the department, nobody will be able to lead it.

"Once these members retire, that have had these 20-plus years of service, a lot of their experience and knowledge goes out the door," Niemi said.

To fight this, Rice Lake is pairing older firefighters with newer recruits in an attempt to engage them.

What's causing the problem?

The state fire chiefs association report identified many reasons for the



difficulties with recruitment and retention among volunteer fire departments. Those reasons fall under three categories: increased demands, changing communities and local management.

Esbensen said greater training requirements increase the demand on recruits' time. Training to become a firefighters takes 200 hours.

"We're trying to do a better job ... training and equipping our people to respond to the myriad of different things that fire service people respond to," Esbensen said. "There's just an unending list of the kind of emergencies that the fire service responds to."

Calvin Larson, chairman of the Minnesota State Volunteer Firefighters Association, said the time it takes to train to fight fires and handle other calls can deter candidates.

"People we talk to who are interested in it — when they hear that it's [200] hours to get started, [it] makes them take another look at if they really want to do it or not," Larson said.

Changing communities also play a role in recruitment and retention issues, Esbensen said. The aging population throughout the state has increased the demand for emergency medical services.

Increasingly mobile communities and high housing costs also cause problems, he said. Because firefighters generally are young people with lower incomes, they often don't have the money to live in communities with expensive real estate, leaving those areas with less fire protection.

"When you have a city whose housing costs are rising and are above the affordable level for what a typical young person early in their career can afford, then they live in different cities and your city is less able to staff their non-

career fire ranks," he said.

To combat staffing issues, volunteer fire departments rely on mutual aid — a system in which, when a fire department receives a call, nearby departments also are dispatched. In St. Louis County, fire departments receive automatic mutual aid for fire incidents and can request it for other kinds of emergencies.

Esbensen said Minnesota needs to find a way to reverse the decline in recruitment and retention, especially because the state relies so heavily on volunteer firefighters.

"It's something that every community needs to be thinking about before it comes crashing down around our collective heads," he said. "We still need to provide fire coverage. How are you going to do that if you can't effectively recruit and retain?"

## HOW TO HELP

Hermantown Volunteer Fire Department Chief Mike Marshall said people interested in helping their local volunteer fire department should reach out and see if there is a need.

Marshall said the most important quality in a volunteer firefighter is enthusiasm for the job.

"They've got to want it," he said. "If they're willing to do it they'll learn, because there's a lot to learn."

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## **AGREEMENT**

THIS AGREEMENT, made this 22 day of Sept, 2010, by and between the CITY OF BROOKINGS, an Oregon municipal Association (the city), and the BROOKINGS VOLUNTEER FIREFIGHTERS ASSOCIATION, INC. (the Association).

### **WITNESSETH:**

**WHEREAS**, the city provides fire protection, fire rescue, emergency medical services, and all related services (Fire Protection Services) to its persons and property within the corporate limits of the City of Brookings, Oregon, and other areas served by the City by virtue of intergovernmental agreements for the provision of fire protection services; and

**WHEREAS**, the Association desires to provide volunteer manpower to assist the city in providing Fire Protection Services;

**NOW, THEREFORE**, based upon the foregoing and the following covenants herein contained, the parties hereto agree as follows:

1. **SERVICES:** The Association agrees to provide to the City volunteer fire fighting personnel to assist the City of Brookings Fire Department (the Department) in its provision of Fire Protection Services to persons and property situated within the corporate limits of the City of Brookings, Oregon, and other areas served by the City by virtue of intergovernmental agreements for the provision of fire protection services.
2. **FIRE CHIEF:** The Fire Chief for the City of Brookings shall direct the overall management of the Department and shall have other duties and powers as provided by law. Neither the Fire Chief nor Assistant Fire Chief shall hold an office with the Association.
3. **PERSONNEL:**
  - a. **Number:** The Association hereby agrees to maintain a sufficient force of trained volunteer personnel to provide manpower to assist the City in providing Fire Protection Services.
  - b. **Certification:** The Association shall annually, or at any other time as requested by the City, provide the City with a list of the Association's volunteer personnel for certification by the City. The City shall upon receipt of such list notify Association as to those persons so certified. The Association hereby agrees not to discriminate against any individual on the basis of race, religion, color, national origin, sex, age or physical or mental handicap, and to fully indemnify the City for any damages which might be assessed against it should any action be brought against the City as a result of such discrimination by the Association.

- c. **Training:** The city hereby agrees to provide all necessary training for the volunteer personnel. All training shall be prescribed by the Chief of the Department and shall be maintained by all volunteer personnel at minimum requirements as outlined by the State of Oregon. If external training is requested, the Association agrees to pay related expenses.
  - d. **Supervision:** The Association agrees that its volunteer personnel shall comply with the Department's "Standard Operating Guidelines" in its provision of Fire Protection Services to the City and will undertake all necessary actions to ensure such compliance.
  - e. **Records and Reports:** The Association hereby agrees that all volunteer personnel provided pursuant to this agreement shall cooperate with all appropriate state and local authorities to the extent provide by law and/or deemed advisable by the City. This cooperation includes maintaining all necessary reports. Failure to provide written documentation of services shall be subject to disciplinary action as determined by the Chief.
4. **EQUIPMENT AND PROPERTY:** The City now owns and may in the future sell, lease, or purchase certain equipment, including personal protective equipment, for the provision of Fire Protection Services. The City will provide such equipment to the Association for its use in provision of Fire Protection Services; the Association and its members agree to handle and operate such equipment with care. The city will maintain a current inventory of all volunteer firefighters' personal protective equipment purchased by the City for use by the Association.
5. **CONSIDERATION:** As consideration for the services performed by the Association, the City hereby agrees to pay the sum of Twenty-Seven Thousand Dollars (\$27,000.00) starting with the 2009-2010 fiscal year, to be paid by the City to the Association in twelve (12) monthly equal installments of \$2,250.00, commencing July 2009 and continuing every calendar month thereafter for each fiscal year. Future compensation shall be established by the City's regular budget process and approved in an amount to be determined by the City of Brookings Budget Committee and adopted by the City Council of the City of Brookings.

These funds are used by the Association to pay for expenses that include, but are not limited to, safety equipment for the department, food for department functions and drills, clothing allowance for volunteers based on response and drill attendance, officer duty stipend for weekend duty, fire department logo wear, volunteer training such as the State Firefighters conference, and contributions to fire-related causes such as "Fill the Boot" and the Brookings K-9 program.

It is further agreed by the parties that the City shall have access to all necessary books and records of the Association on an annual basis and at such other times as are reasonably necessary by the City for response to audits or to determine the accuracy of certification processed and the disposition of funds appropriated. The City shall, to the fullest extent

possible under appropriate law, maintain the confidentiality of the Association's books and records.

The Association Treasurer shall, in writing, bill the City for the services rendered or equipment purchased by the Association for which they are entitled to compensation pursuant to the paragraph.

6. **INSURANCE.** The City agrees to keep and maintain a \$10,000.00 life insurance policy on each volunteer firefighter pursuant to ORS 243.025. The City also agrees to elect to have volunteer personnel considered as subject workers for the purposes of providing workers' compensation coverage, pursuant to ORS 656.031(2), and to keep and maintain such workers' compensation coverage on each volunteer firefighter during the term of this Agreement.
7. **EVALUATION OF OPERATIONS AND PERSONNEL:** Annually, on or before September 15 of each year or as may be otherwise requested by the Chief, the Chief shall provide a written evaluation of the City's fire operations, including an evaluation of the assistance provided pursuant to this agreement.
8. **MODIFICATION:** It is expressly agreed by the parties hereto that the terms hereinbefore set out constitute the complete agreement between the parties on all terms and that any modification thereof shall be in writing and signed by the parties hereto.
9. **TERMS AND TERMINATION:** The terms and conditions herein set forth become effective on July 1, 2009 and shall remain in full force and effect through June 30, 2011. This contract shall automatically be renewed for additional terms of one year, unless one party delivers written notice not less than thirty days prior to the expiration date of that party's intent to terminate the Agreement. For the purposes of this paragraph, expiration date is defined as the latest date of signature hereon, or the anniversary date of such signature, as the case may be.

This Agreement may be terminated by written mutual consent of the parties. In addition, this agreement may be terminated by the City by not less than thirty days' written notice to the Association specifying the termination date. This right to terminate shall be exercised in good faith, for any reasonable cause, including but limited to insufficient funding sources; new or modified federal or state laws, regulations, or guidelines; denial, revocation, or other loss or invalidation of any license or certificate required to be held by Consultant; dissolution of the Association or any other occurrence rendering the Association unable to perform its duties under this contract.

10. **SEVERABILITY:** The Parties agree that if any term or provision of the Agreement is declared by a court or competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

**11. EXECUTION AND COUNTERPARTS:** This agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

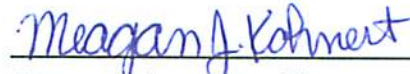
**12. MERGER CLAUSE:** This Agreement may be amended only by an instrument in writing executed by all the parties. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. A provision of this agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this agreement on the 22 day of Sept., 2010.

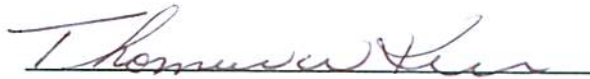
CITY OF BROOKINGS

  
\_\_\_\_\_  
Mayor Larry Anderson

BROOKINGS VOLUNTEER FIREFIGHTER ASSOC.

  
\_\_\_\_\_  
Meagan Kohnert, President

  
\_\_\_\_\_  
Justin Burkhalter, Vice President

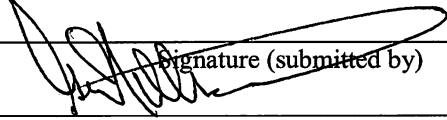
  
\_\_\_\_\_  
Tom Kerr, Treasurer

# CITY OF BROOKINGS

## Council WORKSHOP Report

Meeting Date: November 29, 2017

Originating Dept: City Manager

  
\_\_\_\_\_  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Fire agency engagement in County planning process

Background/Discussion:

A major concern expressed by representatives of the Brookings Rural Fire District and Upper Chetco Fire District Board of Directors representatives are the lack of development standards and/or the lack of enforcement of such standards in the unincorporated area that impair emergency responders.

Of specific concern are:

- Minimum private road width standards.
- Long private driveways leading to flag lots.
- Private roadways and driveways that are poorly maintained with overgrown vegetation.
- Lack of address signs.

Essentially, the lack of standards of enforcement thereof make it difficult for emergency responders to locate structures where an emergency is occurring, resulting in delayed response and presenting responders with hazards to their own safety and their equipment.

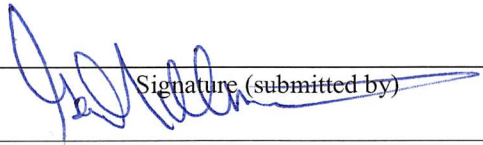
The District representatives indicated that the fire districts need to be a part of the development review process, and the process for creating development standards.

# CITY OF BROOKINGS

## Council WORKSHOP Report

Meeting Date: November 29, 2017

Originating Dept: City Manager

  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Volunteer Recruitment

Background/Discussion:

The City currently contracts with the Brookings Rural Fire District and the Upper Chetco Rural Fire Protection District to provide fire protection services. Staffing is provided with two full-time firefighters, who are City employees, and ~~23~~20 members of the Brookings Volunteer Fire Department, Inc. a non-profit organization.

The City contracts with the Volunteer Fire Association to staff the Fire Department. This agreement was last entered/revised in 2009 and remains in effect year-to-year. Under the terms of the agreement, the City pays the Association \$27,000 annually. The City is also required to maintain a \$10,000 life insurance policy on each firefighter.

There has been a consistent core volunteer firefighters ~~...some number less than the 23 noted above...and there has been significant turnover among the volunteers;~~ according to Operations Chief Jim Watson there are eight volunteers who consistently respond to calls and participate in drills. There are currently three volunteers residing within the boundaries of the Upper Chetco District and no volunteers residing within the boundaries of ~~either the Brookings Rural~~ District. Two volunteers reside in Harbor. The Upper Chetco District maintains a fire station within its District at which a City-owned fire engine is located; there are currently no volunteers within the District available to respond to this fire station.

Due to societal and demographic changes, the community pool of potential volunteers has diminished over the last decade or so. Traditionally, volunteer firefighters were local business owners or worked for local business that would provide the volunteers with “release time” to respond to emergencies and participate in training. The transition to a corporate employment culture has negatively impacted the number of available volunteers. Additionally, Brookings age demographics limit the availability of volunteers with the physical conditioning necessary to safely serve as a volunteer firefighter.

This is not a phenomenon unique to Brookings, as demonstrated in the attached media articles.

At some point in time Brookings and other local fire agencies will need to address the diminishing availability of volunteer firefighters. This could have a significant impact on the cost of providing fire and rescue services.

Attachment(s):

- a. News articles from St. Paul Pioneer Press, New York Times, and Preparedness and Recovery magazine.
- b. Brookings Volunteer Firefighters Association, Inc. agreement