

## REGIONAL HAZARDOUS MATERIALS RESPONSE TEAM

### TRIAD CHIEFS MEETING

Draft Meeting Minutes

October 15, 2025 @ 10:00 am

3663 Barron Way – Executive Conference Room

Fire Chief Richard J. Edwards	Truckee Meadows Fire Protection District (TMFPD)
Division Chief Joe Kammann	TMFPD (Alternate)
Fire Chief David Cochran	Reno Fire Department (RFD)
Operations Chief John Mandell	RFD (Alternate)
Fire Chief Walt White	Sparks Fire Department (SFD)
Division Chief Derek Keller	SFD (Alternate)
Division Chief Nick Klaich	TRIAD Hazmat Coordinator
Jen Gustafson	Washoe County Deputy Attorney (WCDA)
Sandy Francis	TMFPD

**Item #1** – The Triad Chiefs meeting was called to Order at 10:00 am

**Item #2** – Roll Call and Introductions, determination of Quorum – Chief White, SFD – Present, Chief Cochran, RFD – present, Chief Edwards, TMFPD – present, Jen Gustafson, WCDA - present, Sandy Francis, TMFPD – present.

**Item #3** – Public Comment: There was no public comment

**Item #4** – Approval of the August 5, 2025 Regional Hazardous Materials Response Team TRIAD Chiefs Meeting minutes: There was no public comment on this item. Chief Edwards made a motion to approve the minutes as presented, which was seconded by Chief Cochran. The motion passed unanimously.

**Item #5** – Acceptance of the Regional Hazardous Materials Response Team TRIAD Financial Reconciliation Report balance as of June 9, 2025. FOR POSSIBLE ACTION. Sandy Francis read the balance of \$175,738.76 into the record. Chief Klaich asked if there were any questions regarding the new report, which now includes more detailed information. Chief Keller would like to see color coding to differentiate between training, equipment, and services quickly. There was no public comment on this item. Chief Cochran made a motion to approve the minutes as presented, which was seconded by Chief Edwards. The motion passed unanimously.

**Item #6** – HazMat Coordinator Report – Chief Klaich reminded the Chiefs that July and August trainings are all done virtually due to fire season. Chief Klaich went over his training instructor hours and asked if there were any questions. Without any questions asked, Chief Klaich moved on to the next item on his report.

Chief Klaich advised that the TRIAD is in the process of receiving two gas leak training props paid for through a LEPC Grant. He advised that, due to the timing between requesting the grant and receiving it, the price of the requested items increased by \$150.00, which the TRIAD paid the difference with the Operations Chief approval.

Chief Klaich then went on to advise that the team successfully completed a major boom deployment training attended by 127 responders, including battalion chiefs and the entire Reno WET team, at Mayberry Park. He advised that the training was well received and was hopeful that this type of training could be put on at least every 2-3 years. Chief Kammann asked if Chief Klaich could complete a write-up of the training to include lessons learned, which can be shared with all agencies.

**Item #7** – Recommendation to approve a proposal from HazMat Sigma, LLC in the amount of \$14,390 to conduct and provide an assessment of 9 days of training for the Regional Hazardous Materials Response Team and authorize payment upon receipt of invoice/s. Chief Klaich gave a brief overview of the upcoming training provided by retired Reno Captain Flenner. He advised that as a former agency, Flenner gives the TRIAD a significant discount while providing useful and engaging training and recommends continuing his contract in the future. Chief Klaich advised that this year's training will be slightly different from previous years, as it will address a previous training gap in medical decontamination. Flenner will come back to the Board and give a presentation on the successes and failures, and advise on any particular areas that need to be focused on in the future after the training has been completed. There was no public comment on this item. Chief Cochran made a motion to accept the presentation as presented, which was seconded by Chief Edwards. The motion passed unanimously

DDA Gustafson placed on the record that there are no members of the public present, so we can note there is no public comment on the items,

**Item #8** – Discussion regarding possible amendments to the 2024 Regional Hazardous Material Response Agreement to include the equitable division of costs related to the Regional Hazardous Materials Coordinator position, to include the position's possible deployment to billable incidents [Non-Action Item]. Chief White advised that Chief Klaich was deployed to a wildland incident as an assistant flight team leader, and although he doesn't believe anyone would be opposed, he felt that the deployment should be approved by all TRIAD Chiefs as the position is serving a regional role. Chief Cochran and Chief Edwards both agreed with Chief White. Chief White stated that he doesn't want to limit any person in the HazMat Coordinator position, and it would be great if all of their Chief Officers could be at least Strike Team Qualified. He indicated that Sparks is going to be losing some of those qualifications with retirements, etc... And these qualifications take time, so in the interest of personnel development, he believes they should be eligible if it's approved by the TRIAD Chief ahead of Time. Chief Edwards wanted to add that, outside of that, he wanted to have a conversation about the future of the TRIAD Agreement, as it looks like it will undergo a change in the HazMat Coordinator Position. Chief white confirmed that Chief Klaich is set to go back to the "line" on November 18<sup>th</sup>. Chief Klaich did update that the calendar and training are built out through February, and he is still committed to teaching in November. He advised that March is the timeframe when a decision must be made regarding the roles currently held by the HazMat coordinator. There are some plans in place to keep all of the certifications done, but March is really the looming Target. Chief Edwards advised that the next TRIAD meeting should really be to discuss the TRAD agreement, and he believes that within that discussion, the equitable cost share component really needs to be looked at and discussed,

and not only for the position itself, but the cost of the vehicle and for maintenance but for whatever else we would need for that position, so it is truly a cost that is shared equally between all the agencies. Chief Cochran advised that that might be a bit ahead of what needs to be decided at this point. Chief White advised they are not able to take action on this item, but they do have a few options to consider in the future, whether it is another Chief office within the other agencies or maybe Chief Klaich has any capacity to take on the role while being in a line position, or maybe going back the way we used to do it before the HazMat Coordinator position. He asked if anyone else had any other thoughts or options. Chief Cochran would agree that that would be a step backwards, but that just may be the reality, Chief Cochran's suggestion is that they consider a special assignment position, and he would be willing to do a cost proposal for so everyone would know what that would be, and if anyone else has any proposals, have them costed out and brought forward as well. He advised that everyone is in the same boat with finance, and we will still all need to go to our "boss". Chief White asked how we go ahead and get that agenda item for the next meeting. DDA Gustafson advised that it is acceptable to create a plan to bring back proposals for a future meeting. Chief Gustafson advised that the item would have to be specific and that Ms. Francis would need to send out some draft language, which would then be reviewed by the Chair and could be agenda item for the next meeting. She advised that they should not discuss the proposals outside of the meeting. Chief Kammann asked if the proposals would be for another Chief Officer position. It was agreed that the reason for the needed changes is not an issue with Chief Klaich, but rather the salary level, and that most likely, any proposal would not include a Chief Officer Position. Ms. Francis asked if this was an appropriate time to question the current cost and billing for the position, as it will be technically ending November 18<sup>th</sup>, when the position has been billed for the rest of the fiscal year, and asked if the invoice would be revised. Chief White did advise that there would be a revision to the cost.

**Item #9 – Public Comment:** Chief Klaich requested that the TRIAD Chief conduct an annual review of the position. Although he is vacating the position, for his professional career, he would appreciate it if the review could still be completed. In addition, Chief Klaich advised that he is currently working with Aaron Wike regarding the use of the IMAS document for billing. After discussion and review, Aaron's recommendation is not to use the IMAS document, and there is already an incident billing component in place, and to let him manage it as the finance for the TRIAD.

**Item #10 – TRIAD Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda.** Chief Cochran requested more information on Item 8 (Intrastate Agency Billing) and 9 (National Hazardous Materials Response Team)

Ms. Francis asked for clarification on the next meeting date, as the next one is scheduled for January in the new Year. It was decided to do a special meeting in November if possible, but before the end of the year.

**Meeting was adjourned.**

REGIONAL HAZ MAT TEAM (00100-3110-1011)							
PROJECT CODE: A009001-00001							
Revenues & Expenditures (Calculation of Interest Earnings - Reported at Fiscal Year End)							
FY 25-26 TRIAD BALANCE SHEET - 7/1/25 through 6/30/26							
					FY 25-26	Starting Balance	\$ 116,762.58
Number	Number-	INVOICE DATE	DESCRIPTION	RC'D	EXPENDITURES	TO DATE	BALANCE
			City of Sparks - Contribution	\$ -			\$ 116,762.58
			Truckee Meadows FPD - Contribution	\$ -			\$ 116,762.58
			City of Reno - Contribution - Operating Budget	\$ 64,000.00			\$ 180,762.58
1K3C-QKRM-3GWV	2026-00000608	07/25/2025	AMAZON CAPITAL SERVICES		37.80	37.80	\$ 180,724.78
1Y6F-T4GK-TTQN	2026-00000608	07/25/2025	AMAZON CAPITAL SERVICES		57.71	95.51	\$ 180,667.07
9578003932	2026-00000810	08/01/2025	GRAINGER		102.63	198.14	\$ 180,564.44
51278473	2026-00001257	08/15/2025	LINDE GAS & EQUIPMENT INC		51.25	249.39	\$ 180,513.19
INV969400	2026-00001587	08/29/2025	LN CURTIS & SONS		2,868.00	3,117.39	\$ 177,645.19
81638627-00	2026-00001962	09/12/2025	RS HUGHES CO INC		725.00	3,842.39	\$ 176,920.19
51852297	2026-00002098	09/19/2025	LINDE GAS & EQUIPMENT INC		52.03	3,894.42	\$ 176,868.16
81524759-00	2026-00002098	09/19/2025	RS HUGHES CO INC		1,129.40	5,023.82	\$ 175,738.76
81654012-00	2026-00003136	10/24/2025	RS HUGHES CO INC		409.80	5,433.62	\$ 175,328.96
52427575	2026-00003357	10/30/2025	LINDE GAS & EQUIPMENT INC		52.03	5,485.65	\$ 175,276.93
R5210	2026-00003522	11/07/2025	SIERRA BOILER SERVICE INC		320.00	5,805.65	\$ 174,956.93
53033952	2026-00004054	11/26/2025	LINDE GAS & EQUIPMENT INC		51.25	5,856.90	\$ 174,905.68
1F3W-PNPX-NH4L	2026-00004415	12/12/2025	AMAZON CAPITAL SERVICES		(403.69)	5,453.21	\$ 175,309.37
1JPP-QJVL-Q3NL	2026-00004415	12/12/2025	AMAZON CAPITAL SERVICES		1,251.82	6,705.03	\$ 174,057.55
86001195	2026-00004415	12/12/2025	BOUND TREE MEDICAL		529.99	7,235.02	\$ 173,527.56
			**FINAL RECONCILIATION PENDING FROM CITY FINANCE**		Current Balance as of	12/17/2025	\$ 173,527.56

# **REGIONAL HAZARDOUS MATERIALS RESPONSE TEAM TRIAD CHIEFS MEETING**

## **STAFF REPORT**

**Meeting Date: December 22, 2025**

**TO:** Regional Hazardous Materials Response Team TRIAD Fire Chiefs

**FROM:** Joe Kammann, Division Chief, Truckee Meadows Fire Protection District  
Derek Keller, Division Chief, Sparks Fire Department  
John McNamara, Division Chief, Reno Fire Department

**SUBJECT:** Recommendation to approve an amendment to the Regional Hazardous Material Response Agreement, primarily to remove provisions requiring a shared regional HazMat Coordinator position between the Truckee Meadows Fire Protection District, the City of Sparks Fire Department, and the City of Reno Fire Department, and to increase the minimum annual contributions to the TRIAD fund from \$16,000 to \$32,000 annually; and if approved, refer the amended agreement back to the respective Board/Councils for approval and execution of the amended agreement, with a term to extend to June 30, 2029. **FOR POSSIBLE ACTION**

---

### **SUMMARY**

This item is a recommendation to approve an amendment to the Regional Hazardous Material Response Agreement, primarily to remove provisions requiring a shared regional HazMat Coordinator Position between the Truckee Meadows Fire Protection District (TMFPD), the City of Sparks Fire Department (Sparks), and the City of Reno Fire Department (Reno), and to increase the minimum annual contributions to the TRIAD fund from \$16,000 to \$32,000; and if approved, refer the agreement back to the three respective Board/Councils for approval and execution.

### **PREVIOUS ACTION**

In December 2004 and January 2005, the TMFPD Board of Fire Commissioners, Sparks City Council and Reno City Council approved a Regional Hazmat Response Agreement.

In 2016, the TMFPD Board of Fire Commissioners, Sparks City Council, and Reno City Council approved a revised Regional Hazmat Response Agreement, including an increase in the annual contribution to \$16,000.

On January 25, 2024, the TRIAD Chiefs approved a revised Regional HazMat Response Agreement to include a provision for a shared HazMat Coordinator Position between TMFPD, Sparks, and Reno, with the following additional changes/inclusions: funding out clause, Battalion Chief pay scale, and open recruiting, and agreed to take the revised agreement back to their respective Board/Councils for approval and execution.

In 2024, the TMFPD Board of Fire Commissioners, Sparks City Council and Reno City Council approved a revised Regional Hazmat Response Agreement, which included provisions for a HazMat Coordinator Position.

## **BACKGROUND**

At the January 25, 2024, TRIAD Chiefs meeting, the Chiefs unanimously agreed to approve an agreement (with revisions) to include a HazMat Coordinator position. The revisions in the motion included clarification on voting, removal of a 3-year commitment, and that the position would be at a Battalion Chief rank. The TRIAD Chiefs, along with the TRIAD Operations Chiefs, had outlined a plan in which TMFPD and Sparks would pay for ½ of the position, and that Reno would change their contribution to \$32,000 and pay both TMFPD's and Sparks's contribution of \$16,000 for fiscal year 2024-2025. In addition, it was agreed that Reno would make a one-time purchase of a TRIAD coordinator vehicle.

Due to recent fiscal constraints within each agency, it is no longer feasible to fund a position specifically for the HazMat team. The responsibilities of the HazMat Coordinator position will now be delegated to each agency's HazMat Operations Chiefs, who will determine the allocation of responsibilities as needed, in addition to hiring outside vendors on an as-needed basis.

In addition to the removal of the Hazmat Coordinator position, the revised agreement increases an annual minimum contribution from each agency, increased from \$16,000 to \$32,000, effective July 1, 2026. This increase is the first increase since 2016 and will help bridge the cost for any outside training that was previously being done by the HazMat Coordinator position.

## **FISCAL IMPACT**

An annual amount of The Regional Hazardous Materials Response Team account will see an increase of \$48,000 annually.

## **RECOMMENDATION**

The Triad Operations Chiefs recommend approval of a revised Regional Hazardous Material Response Agreement as provided in this staff report.

## **POSSIBLE MOTION**

If the TRIAD Chiefs approve, a possible recommendation may include the following:

“I move to approve an amendment to the Regional Hazardous Material Response Agreement, primarily to remove provisions requiring a shared regional HazMat Coordinator position between the Truckee Meadows Fire Protection District, the City of Sparks Fire Department, and the City of Reno Fire Department, and to increase the minimum annual contributions to the TRIAD fund from \$16,000 to \$32,000 annually; and to refer the amended agreement back to the respective Board/Councils for approval and execution of the amended agreement, with a term to extend to June 30, 2029.

~~2024~~2026

# REGIONAL HAZARDOUS MATERIAL RESPONSE AGREEMENT

Between the

City of Reno

City of Sparks

Truckee Meadows Fire Protection District

This is an Interlocal Agreement (hereinafter referred to as "Agreement") authorized under NRS 277.180 between the City of Reno, on behalf of the Reno Fire Department (hereinafter referred to as "Reno"), the City of Sparks, on behalf of the Sparks Fire Department (hereinafter referred to as "Sparks"), and the Truckee Meadows Fire Protection District (hereinafter referred to as "Truckee Meadows"), a fire district organized pursuant to [NRS 474.460](#), all of which are political subdivisions of the State of Nevada and may be referred to singularly as "Agency" or collectively as "Agencies." This Agreement supersedes the previous Agreement executed by the Agencies in ~~March 2016/April 2016~~ [June 2024/July 2024](#).

The purpose of this Agreement is to provide a Regional Hazardous Material Response Team (hereinafter referred to as "Team") capable of responding to and mitigating emergencies caused by hazardous material spills, releases, or incidents within the combined response areas of the Agencies. The proposed response system is based upon the need to provide response capabilities consisting of specialized training and equipment beyond the scope of the current response system provided by each individual Agency.

This Agreement is not intended to alter or in any way affect any other existing agreement between the Agencies. This Agreement will remain in force and effect unless it is amended, modified, or terminated pursuant to the terms more fully described below.

In an attempt to further the interests of each Agency and in consideration of the mutual promises described herein, the Agencies agree as follows:

#### **1. Organizational Structure**

- (a) The Team will consist of members from each agency as determined by the TRIAD [Fire Chiefs \(Fire Chiefs\)](#) and may be adjusted up or down depending on the actual need as established through experience in operating the program.
- (b) The Team will be equally divided between work shifts if possible. The individual Team members who are on duty will be ready to respond as needed. Off-duty personnel may be recalled to duty as needed.
- (c) The Fire Chiefs, which reference either collectively or individually in this Agreement includes duly authorized designees of the Agencies, will cooperate in preparing updates to the operational manual describing the details of the operation and common reporting system. The Fire Chiefs shall designate one of the Agencies to be the designated fiscal Agency for purposes of holding and disbursing funds under the Agreement, currently Reno. This designation may be changed in accordance with the procedure set forth in paragraph (d).
- (d) For any decision on the budget, purchases [\(within the TRIAD Budget\)](#), ~~annual contribution~~, changing language in the Agreement, or other situation where there is a dispute, the Fire Chief of Sparks will have one (1) vote, the Fire Chief of the Reno shall have one (1) vote, and the Fire Chief of the Truckee Meadows [Fire Protection District](#) shall have one (1) vote. The majority of the votes shall determine the action taken.



~~(e) The TRIAD Chiefs have determined that a regional HazMat Coordinator position is needed.~~

- ~~I. Recruitment for the position can be open to any agency.
  - ~~i. The TRIAD Chiefs have agreed Sparks will host the first recruitment for the position effective July 1, 2024.~~
  - ~~ii. Interview panels will include at least one member from each agency.~~
  - ~~iii. Each agency will cover the cost of its own recruitment in accordance with its Policies, procedures, and Collective Bargaining Agreements.~~
  - ~~iv. If a qualified candidate is not identified within any agency, TRIAD Chiefs may elect to host an open outside recruitment for professional services.~~~~
- ~~II. The Position, including pay structure will be, at a minimum, the rank of Battalion Chief. The incumbent will meet the minimum requirements as outlined in Exhibit A (herein after referred to as HazMat Coordinator).
  - ~~i. The position will be assigned to the HazMat Program or Division and will report to the TRIAD Chiefs.~~~~
- ~~III. Each candidate must meet the position requirements of the host agency prior to application.
  - ~~i. Assigned Duties of the HazMat Coordinator Position are listed in Exhibit A of this Agreement.~~~~
- ~~IV. An annual evaluation will take place every year by the Triad Chiefs. A candidate who is meeting or exceeding the standards can request to extend their position length with a majority vote of the TRIAD Chiefs.~~
- ~~V. This position will be formatted in a 40-hour workweek platform. Four (ten) hour shifts may be approved by the host agency.~~
- ~~VI. Reno will make a one-time purchase of the TRIAD Hazmat Coordinators vehicle in fiscal year 2024-2025.~~
- ~~VII. Any specialized HazMat Equipment will be provided by the TRIAD with a majority vote of the TRIAD Chiefs.~~
- ~~VIII. Office space will be provided by the host agency unless otherwise decided upon by a majority vote of the TRIAD Chiefs.~~
- ~~IX. The cost for the position, including incentives and benefits, will be split equally between Truckee Meadows and Sparks, and will be invoiced by the host agency each fiscal year as outlined in Exhibit B.~~
- ~~X. The cost breakdown of the position is attached in Exhibit B~~
- ~~XI. Any cost outside of base salary and benefits listed in Exhibit B will be the responsibility of the host agency to include overtime.~~

## **2. Equipment and Supplies**

(a) The Agencies will cooperate to acquire specialized equipment and supplies for use by the Team. The Agencies shall vote on annual contributions to the Team. Effective July 1, 2026, ~~t~~The minimum annual contribution for each Agency is \$16,000~~32,000~~. The contribution will be invoiced at the beginning of each fiscal year by the designated fiscal agency. The Fire Chiefs shall have the authority to vote on any increases in annual contribution, and any such

increases will require a unanimous vote.

~~I. Reno's annual contribution for 2024 will be \$32,000~~

~~II. Sparks and Truckee Meadows annual contribution for 2024 will be \$16,000. The City of Reno agrees to contribute the \$32,000 on behalf of Sparks and Truckee Meadows.~~

(b) The Agencies will determine the type and amount of equipment to be purchased for collective use by the Agencies. The Fire Chiefs will collectively administer and control a special fund held by the designated fiscal Agency listed above, for purchasing equipment covered in the Agreement.

(c) It is anticipated that there will be a need for items such as capital expenditures, training, equipment replacement, and operational costs in the future that exceed the TRIAD budget. The expenses incurred will be divided equally between the Agencies with a unanimous vote of all three agencies.

(d) Equipment purchases will be stored at a location determined by ~~the Agreement~~ a majority vote of the ~~Fire Chiefs~~ Agencies with a guarantee that said equipment will be delivered to an emergency, without delay, for collective use by members of the Team. When other emergencies occur in a jurisdiction that could pre-empt or delay the delivery of such equipment, notification shall be immediately made to the requesting Agency so they can coordinate the delivery of the equipment.

(e) Each Agency will have the option of individually or jointly labeling the equipment according to their inventory control procedures.

### **3. Decision-Making Process**

With the exception of an increase to the annual contribution, which shall require a unanimous vote, a All decisions, including items to be purchased (within the TRIAD-Chief Budget), budgeting, and training programs and manuals, will require a majority vote of the Fire Chiefs or their designees.

### **4. Recovery of Expenses**

(a) Requests for assistance shall be provided without expectation of reimbursement for the first twelve (12) hours of response. Should the Responding Agency remain on an incident in excess of twelve (12) hours, reimbursement shall be calculated from the time of the request to the Responding Agency.

(b) In order to reduce the fiscal and legal liability of the Agencies to the Agreement, the Agencies will cooperate to provide advance notification to all surrounding communities and political jurisdictions of the conditions, both financial and cooperative, that must be met in the event that the Team is requested to assist at an emergency in their jurisdiction.

(c) If money can be recovered from an individual or company responsible for an incident

within the jurisdictional boundaries of any Agency, the Agency within whose jurisdiction the incident occurred will attempt to collect all expenses incurred by all Agencies and reimburse the other Agencies in proportion to the actual expenses, less costs of collection.

## **5. Response Procedure**

In the event of an incident which requires the services of the Team, the Fire Chief of the Agency within whose boundaries the incident occurs, or his designee, will notify the other Agencies of the need for assistance. The other Agencies will dispatch such personnel and Team equipment they may have as per the request of the calling officer.

## **6. Direction of Operations**

(a) The Agency within whose jurisdiction the incident occurs will be primarily responsible for the direction of the operations. The Fire Chief of that Agency, or his designee, will have the responsibility and authority to direct all individuals, regardless of their status as employees of the other Agency, and to release the other Agencies in whole or in part as conditions warrant.

(b) It is understood and agreed that each purchase of equipment and expenditure of funds for the Hazardous Material Response Program comes under the practices and policies of the jurisdiction administering such funds. Appropriate authorizations consistent with current law will be maintained pertaining to such equipment.

(c) The jurisdiction where the incident occurs will assume necessary liability for personnel operating from other jurisdictions consistent with public policy and the terms and conditions of this Agreement. Under no circumstances will cooperating Agencies be held responsible for emergencies occurring outside their political jurisdiction so long as they remain on duty and are not grossly negligent. Further, each Agency shall provide their respective employees worker's compensation coverage, salaries, and related benefits. Notwithstanding the foregoing, pursuant to NRS 277.180, the parties to the Agreement shall be deemed joint employers for immunity from liability under Nevada's worker's compensation laws.

## **7. Resolution of Disputes**

If a dispute among the Agencies cannot be resolved by the Fire Chiefs, the matter will be presented to the City Managers of Reno and Sparks and the Chair of the Board of Fire Commissioners for resolution. If an agreement cannot be reached at that level, ~~any~~and Agency may withdraw immediately from this Agreement. Any Agency withdrawing from this Agreement as a result of non-resolution of a dispute is subject to the conditions listed in Section 9, part (b).

## **8. Ratification and Term**

~~(a)~~ This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall

remain in full force and effect until June 30, ~~2027~~2029, unless revoked by ~~a~~either party without cause, provided that a revocation shall not be effective until 90 days after a party has served written notice of revocation to the other parties.

## **9. Termination of Agreement**

(a) Except as provided above, the Agreement may be terminated by mutual consent of all the Agencies or unilaterally by any Agency without cause upon ninety (90) days written notice. The Agencies expressly agree that this Agreement shall be terminated immediately if any Agency's funding ability supporting this Agreement is not appropriated, or withdrawn, limited, or impaired. If this event occurs, the affected Agency shall immediately notify the other Agencies in writing.

(b) Any Agency that unilaterally terminates this Agreement shall forfeit any and all ownership interests in any and all apparatus, equipment, supplies, and cash-on-hand held or owned by the Team or included in the TRIAD fund.

(c) The remaining Agencies may continue this Agreement subject to such modification that may be necessary to redistribute the obligation, responsibilities and assets.

(d) If the Team is terminated by mutual consent of all the Agencies, all jointly purchased equipment and supplies will be divided and returned in proportion to the monetary contribution of the Agencies or, where appropriate, based upon the original acquisition of the equipment or supplies by the respective Agencies and all cash-on-hand will be divided equally among the Agencies.

## **10. Hold Harmless**

The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes and case law. The contractual liability of the parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

## **11. Third Party Beneficiaries**

This Agreement is not intended to create, or to be construed to create, any right or cause of action on the part of any person or entity not a signatory to the Agreement, nor create the status of third-party beneficiaries for any person or entity.

## **12. Amendments and Modifications**

This Agreement constitutes the entire Agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of the Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**13. Assignment**

A party shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other parties.

**14. Governing Law; Jurisdiction**

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.

**15. Execution of Counterparts and Signatures**

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature shall be valid for all purposes.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

**ATTEST**

By: \_\_\_\_\_  
Alexis Hill, Chair, Board of Fire Commissioners

\_\_\_\_\_  
Washoe County Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2024~~2026

**APPROVED AS TO FORM**

\_\_\_\_\_  
District Attorney

**CITY OF RENO**

**ATTEST**

By: \_\_\_\_\_  
Hilary Schieve, Mayor, City of Reno

\_\_\_\_\_  
Reno City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2024~~2026

**APPROVED AS TO FORM**

\_\_\_\_\_  
Reno City Attorney

**CITY OF SPARKS**

**ATTEST**

By: \_\_\_\_\_  
~~Chris Crawford~~ Dion Louthan, ~~Interim~~ Sparks City Manager \_\_\_\_\_ Sparks City  
Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2024~~ 2026

**APPROVED AS TO FORM**

\_\_\_\_\_  
Sparks City Attorney

DRAFT

**~~Regional Hazmat Coordinator position~~**  
**~~Minimum Requirements and Assigned Duties:~~**

~~Minimum Requirements~~

~~A valid driver's license is required at time of appointment.~~

~~ICS 100, 200, 700 and 800 within 30 days of appointment.~~

~~ICS 300,400 within 1 year of appointment.~~

~~HazMat IC within 1 year of appointment.~~

~~HazMat Safety Officer within 1 year of appointment.~~

~~160hr HazMat Technician Certificate at time of application.~~

~~Assigned Job Duties~~

- ~~1. Continue to build internal relationships through regularly scheduled joint training, drills, and exercises.~~
- ~~2. Conduct a joint annual training meeting with each HAZMAT fire station to develop a Master Training and Exercise Plan (MTEP) for the next two years.~~
- ~~3. Develop a joint leadership succession plan for the TRIAD HMRT Program Coordinator.~~
- ~~4. Create task books for the first (3) years of a technician's career, identifying minimum levels of training and performance standards.~~
- ~~5. Develop a consistent format within the TRIAD HMRT to record training for HAZMAT responders.~~
- ~~6. Integrate training records in a master training record database that TRIAD HMRT leadership personnel can access and simultaneously maintain separate individual training records for Reno, Sparks, and Washoe County.~~
- ~~7. Develop a database to share lessons learned from exercises, drills, and incidents.~~
- ~~8. Use lessons learned to plan future exercises.~~
- ~~9. Establish relationships with high-hazard facilities in our response jurisdiction and coordinate tours for team members to conduct pre-planning.~~
- ~~10. Ensure all our equipment is functioning properly and develop a plan across all three agencies to ensure consistency in maintenance programs.~~

~~11. Serve as the primary instructor for the team. Revise the training model to host “mini sessions” in each agency of jurisdiction. This would allow more focused topics while not interrupting operational flow.~~

~~12. Maintain a relationship with the Health District. This relationship would foster the environment to train together regularly and ensure all parties involved are aware of the steps to properly respond to incidents and terminate them correctly.~~

~~13. Represent the TRIAD in the LEPC arena. This individual will assist with grant opportunities and work with the three agencies represented to seek out appropriate grants.~~

~~14. Develop a training module for regional command and response. This individual would respond to all regional hazmat events and serve as a liaison between the IC and our team. This individual will not be “on call” during non-business hours but will be paid overtime if available to respond during after hours events.~~

~~15. Re-establish our team with our local cooperators such as our hospitals and other community response entities. Conduct semi-regular training to ensure the readiness of our area for a major event.~~

~~16. Continue to build the “Custodian” program where we identify team members who want advanced training in a specific topic and we develop a plan to foster that learning environment.~~

~~17. This position will report to the Triad Chiefs and will provide a quarterly update regarding the team’s status. He/she will also attend the monthly operations meeting and assist with completing long and short-term goals.~~



**Exhibit B****Salary Breakdown down for 40-Hour Battalion Chief—City of Sparks****Title: Division Chief**

	<b>Top Range— Current Salary</b>	<b>July 1, 2024 3% COLA</b>	<b>July 1, 2025 3% COLA</b>	<b>July 1, 2026 3% COLA</b>
<b>Hourly Rate</b>	\$72.19	\$74.42	\$76.65	\$78.88
<b>Annual Base Salary*</b>	\$150,155.20	\$154,795.26	\$159,435.33	\$164,075.39
<b>Div Chief Incentive (10%)</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uniform Allowance</b>	\$1,040.00	\$1,040.00	\$1,040.00	\$1,040.00
<b>Workers Comp</b>	\$13,745.00	\$13,745.00	\$13,745.00	\$13,745.00
<b>Longevity</b>	\$6,650.00	\$6,650.00	\$6,650.00	\$6,650.00
<b>Medicare (1.45%)</b>	\$2,488.06	\$2,555.34	\$2,622.62	\$2,689.90
<b>PERS (50%)</b>	\$75,077.60	\$77,397.63	\$79,717.66	\$82,037.70
<b>Health Insurance</b>	\$26,143.00	\$26,143.00	\$26,143.00	\$26,143.00
-	-	-	-	-
<b>Salary</b>	\$150,155.20	\$154,795.26	\$159,435.33	\$164,075.39
<b>Benefits (Including Incentives)</b>	\$125,143.66	\$127,530.97	\$129,918.28	\$132,305.60
<b>TOTAL COST</b>	<b>\$275,298.86</b>	<b>\$282,326.23</b>	<b>\$289,353.61</b>	<b>\$296,380.99</b>

**Agency Contribution\***

<b>July 1, 2024 (3% COLA)</b>	<b>\$141,163.12</b>
<b>July 1, 2025 (3% COLA)</b>	<b>\$144,676.81</b>
<b>July 1, 2026 (3% COLA)</b>	<b>\$148,190.49</b>

\* Annual Base Salaries are based on the current rate for Fiscal Year 2023/2024 and are estimated for future COLA's. These amounts may change upon ratification of a new/revised Collective Bargaining Agreement between the City of Sparks and the Labor Association

**2026**  
**REGIONAL HAZARDOUS MATERIAL**  
**RESPONSE AGREEMENT**

Between the

City of Reno

City of Sparks

Truckee Meadows Fire Protection District

This is an Interlocal Agreement (hereinafter referred to as "Agreement") authorized under NRS 277.180 between the City of Reno, on behalf of the Reno Fire Department (hereinafter referred to as "Reno"), the City of Sparks, on behalf of the Sparks Fire Department (hereinafter referred to as "Sparks"), and the Truckee Meadows Fire Protection District (hereinafter referred to as "Truckee Meadows"), a fire district organized pursuant to NRS 474.460, all of which are political subdivisions of the State of Nevada and may be referred to singularly as "Agency" or collectively as "Agencies." This Agreement supersedes the previous Agreement executed by the Agencies in June 2024/July 2024.

The purpose of this Agreement is to provide a Regional Hazardous Material Response Team (hereinafter referred to as "Team") capable of responding to and mitigating emergencies caused by hazardous material spills, releases, or incidents within the combined response areas of the Agencies. The proposed response system is based upon the need to provide response capabilities consisting of specialized training and equipment beyond the scope of the current response system provided by each individual Agency.

This Agreement is not intended to alter or in any way affect any other existing agreement between the Agencies. This Agreement will remain in force and effect unless it is amended, modified, or terminated pursuant to the terms more fully described below.

In an attempt to further the interests of each Agency and in consideration of the mutual promises described herein, the Agencies agree as follows:

## **1. Organizational Structure**

(a) The Team will consist of members from each agency as determined by the TRIAD Fire Chiefs (Fire Chiefs) and may be adjusted up or down depending on the actual need as established through experience in operating the program.

(b) The Team will be equally divided between work shifts if possible. The individual Team members who are on duty will be ready to respond as needed. Off-duty personnel may be recalled to duty as needed.

(c) The Fire Chiefs, which reference either collectively or individually in this Agreement includes duly authorized designees of the Agencies, will cooperate in preparing updates to the operational manual describing the details of the operation and common reporting system. The Fire Chiefs shall designate one of the Agencies to be the designated fiscal Agency for purposes of holding and disbursing funds under the Agreement, currently Reno. This designation may be changed in accordance with the procedure set forth in paragraph (d).

(d) For any decision on the budget, purchases (within the TRIAD Budget), changing language in the Agreement, or other situation where there is a dispute, the Fire Chief of Sparks will have one (1) vote, the Fire Chief of the Reno shall have one (1) vote, and the Fire Chief of the Truckee Meadows Fire Protection District shall have one (1) vote. The majority of the votes shall determine the action taken.

## **2. Equipment and Supplies**

(a) The Agencies will cooperate to acquire specialized equipment and supplies for use by the Team. The Agencies shall vote on annual contributions to the Team. Effective July 1, 2026, the minimum annual contribution for each Agency is \$32,000. The contribution will be invoiced at the beginning of each fiscal year by the designated fiscal agency. The Fire Chiefs shall have the authority to vote on any increases in annual contribution, and any such increases will require a unanimous vote.

(b) The Agencies will determine the type and amount of equipment to be purchased for collective use by the Agencies. The Fire Chiefs will collectively administer and control a special fund held by the designated fiscal Agency listed above for purchasing equipment covered in the Agreement.

(c) It is anticipated that there will be a need for items such as capital expenditures, training, equipment replacement, and operational costs in the future that exceed the TRIAD budget. The expenses incurred will be divided equally between the Agencies with a unanimous vote of all three agencies.

(d) Equipment purchases will be stored at a location determined by a majority vote of the Fire Chiefs with a guarantee that said equipment will be delivered to an emergency, without delay, for collective use by members of the Team. When other emergencies occur in a jurisdiction that could pre-empt or delay the delivery of such equipment, notification shall be immediately made to the requesting Agency so they can coordinate the delivery of the equipment.

(e) Each Agency will have the option of individually or jointly labeling the equipment according to their inventory control procedures.

## **3. Decision-Making Process**

With the exception of an increase to the annual contribution, which shall require a unanimous vote, all decisions, including items to be purchased (within the TRIAD Budget), budgeting, and training programs and manuals, will require a majority vote of the Fire Chiefs or their designees.

## **4. Recovery of Expenses**

(a) Requests for assistance shall be provided without expectation of reimbursement for the first twelve (12) hours of response. Should the Responding Agency remain on an incident in excess of twelve (12) hours, reimbursement shall be calculated from the time of the request to the Responding Agency.

(b) In order to reduce the fiscal and legal liability of the Agencies to the Agreement, the Agencies will cooperate to provide advance notification to all surrounding communities and political jurisdictions of the conditions, both financial and cooperative, that must be met in the event that the Team is requested to assist at an emergency in their jurisdiction.

(c) If money can be recovered from an individual or company responsible for an incident within the jurisdictional boundaries of any Agency, the Agency within whose jurisdiction the incident occurred will attempt to collect all expenses incurred by all Agencies and reimburse the other Agencies in proportion to the actual expenses, less costs of collection.

## **5. Response Procedure**

In the event of an incident which requires the services of the Team, the Fire Chief of the Agency within whose boundaries the incident occurs, or his designee, will notify the other Agencies of the need for assistance. The other Agencies will dispatch such personnel and Team equipment they may have as per the request of the calling officer.

## **6. Direction of Operations**

(a) The Agency within whose jurisdiction the incident occurs will be primarily responsible for the direction of the operations. The Fire Chief of that Agency, or his designee, will have the responsibility and authority to direct all individuals, regardless of their status as employees of the other Agency, and to release the other Agencies in whole or in part as conditions warrant.

(b) It is understood and agreed that each purchase of equipment and expenditure of funds for the Hazardous Material Response Program comes under the practices and policies of the jurisdiction administering such funds. Appropriate authorizations consistent with current law will be maintained pertaining to such equipment.

(c) The jurisdiction where the incident occurs will assume necessary liability for personnel operating from other jurisdictions consistent with public policy and the terms and conditions of this Agreement. Under no circumstances will cooperating Agencies be held responsible for emergencies occurring outside their political jurisdiction so long as they remain on duty and are not grossly negligent. Further, each Agency shall provide their respective employees worker's compensation coverage, salaries, and related benefits. Notwithstanding the foregoing, pursuant to NRS 277.180, the parties to the Agreement shall be deemed joint employers for immunity from liability under Nevada's worker's compensation laws.

## **7. Resolution of Disputes**

If a dispute among the Agencies cannot be resolved by the Fire Chiefs, the matter will be presented to the City Managers of Reno and Sparks and the Chair of the Board of Fire Commissioners for resolution. If an agreement cannot be reached at that level, any Agency may withdraw immediately from this Agreement. Any Agency withdrawing from this Agreement as a result of non-resolution of a dispute is subject to the conditions listed in Section 9, part (b).

## **8. Ratification and Term**

This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect until June 30, 2029, unless revoked by a party without cause, provided that a revocation shall not be effective until 90 days after a party has served written notice of revocation to the other parties.

## **9. Termination of Agreement**

(a) Except as provided above, the Agreement may be terminated by mutual consent of all the Agencies or unilaterally by any Agency without cause upon ninety (90) days written notice. The Agencies expressly agree that this Agreement shall be terminated immediately if any Agency's funding ability supporting this Agreement is not appropriated, or withdrawn, limited, or impaired. If this event occurs, the affected Agency shall immediately notify the other Agencies in writing.

(b) Any Agency that unilaterally terminates this Agreement shall forfeit any and all ownership interests in any and all apparatus, equipment, supplies, and cash-on-hand held or owned by the Team or included in the TRIAD fund.

(c) The remaining Agencies may continue this Agreement subject to such modification that may be necessary to redistribute the obligation, responsibilities and assets.

(d) If the Team is terminated by mutual consent of all the Agencies, all jointly purchased equipment and supplies will be divided and returned in proportion to the monetary contribution of the Agencies or, where appropriate, based upon the original acquisition of the equipment or supplies by the respective Agencies and all cash-on-hand will be divided equally among the Agencies.

## **10. Hold Harmless**

The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes and case law. The contractual liability of the parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

**11. Third Party Beneficiaries**

This Agreement is not intended to create, or to be construed to create, any right or cause of action on the part of any person or entity not a signatory to the Agreement, nor create the status of third-party beneficiaries for any person or entity.

**12. Amendments and Modifications**

This Agreement constitutes the entire Agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of the Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**13. Assignment**

A party shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other parties.

**14. Governing Law; Jurisdiction**

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.

**15. Execution of Counterparts and Signatures**

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature shall be valid for all purposes.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

**ATTEST**

By: \_\_\_\_\_  
Alexis Hill, Chair, Board of Fire Commissioners

\_\_\_\_\_  
Washoe County Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026

**APPROVED AS TO FORM**

\_\_\_\_\_  
District Attorney

**CITY OF RENO**

**ATTEST**

By: \_\_\_\_\_  
Hilary Schieve, Mayor, City of Reno

\_\_\_\_\_  
Reno City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

**APPROVED AS TO FORM**

\_\_\_\_\_  
Reno City Attorney

**CITY OF SPARKS**

**ATTEST**

By: \_\_\_\_\_  
Dion Louthan, Sparks City Manager

\_\_\_\_\_  
Sparks City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

**APPROVED AS TO FORM**

\_\_\_\_\_  
Sparks City Attorney