

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-3GVV	2026-0000608	07/25/2025	AMAZON CAPITAL SERVICES		37.80	37.80	\$ 180,724.78	
1Y6F-T4GK-TTQN	2026-0000608	07/25/2025	AMAZON CAPITAL SERVICES		57.71	95.51	\$ 180,667.07	
9578003932	2026-0000810	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	
30321831	2026-00004608	12/19/2025	SAFWARE INC		262.59	7,497.61	\$ 173,264.97	
30320261	2026-00004760	12/26/2025	SAFWARE INC		922.24	8,419.85	\$ 172,342.73	
53617288	2026-00004760	12/26/2025	LINDE GAS & EQUIPMENT INC		52.03	8,471.88	\$ 172,290.70	
IN2403400	2026-00004812	01/02/2026	MES SERVICE COMPANY LLC		209.99	8,681.87	\$ 172,080.71	
None	2026-00005587	01/05/2026	HAZMAT SIGMA LLC		14,390.00	23,071.87	\$ 157,690.71	
1CQV-HJH4-P7D6	2026-00005369	01/16/2026	AMAZON CAPITAL SERVICES		159.96	23,231.83	\$ 157,530.75	
30325134	2026-00005369	01/16/2026	SAFWARE INC		236.59	23,468.42	\$ 157,294.16	
30326193	2026-00005369	01/16/2026	SAFWARE INC		236.59	23,705.01	\$ 157,057.57	
81790141-00	2026-00005369	01/16/2026	RS HUGHES CO INC		561.70	24,266.71	\$ 156,495.87	
30328618	2026-00005741	01/30/2026	SAFWARE INC		525.19	24,791.90	\$ 155,970.68	
2601	2026-00005941	02/06/2026	HAZMAT SIGMA LLC		14,390.00	39,181.90	\$ 141,580.68	
	2026-00005942	02/06/2026	HAZMAT SIGMA LLC		(14,390.00)	24,791.90	\$ 155,970.68	
8820835020	2026-00005941	02/06/2026	VWR INTERNATIONAL		98.34	24,890.24	\$ 155,872.34	
IN2427535	2026-00005941	02/06/2026	MES SERVICE COMPANY LLC		100.00	24,990.24	\$ 155,772.34	
IN2433141	2026-00006156	02/13/2026	MES SERVICE COMPANY LLC		965.34	25,955.58	\$ 154,807.00	
1NFN-L64J-TQG6	2026-00006325	02/20/2026	AMAZON CAPITAL SERVICES		731.63	26,687.21	\$ 154,075.37	
30331165	2026-00006475	02/27/2026	SAFWARE INC		907.22	27,594.43	\$ 153,168.15	
54715761	2026-00006475	02/27/2026	LINDE GAS & EQUIPMENT INC		53.77	27,648.20	\$ 153,114.38	
8820957189	2026-00006475	02/27/2026	VWR INTERNATIONAL		156.10	27,804.30	\$ 152,958.28	
8820957190	2026-00006475	02/27/2026	VWR INTERNATIONAL		306.57	28,110.87	\$ 152,651.71	
8820957488	2026-00006475	02/27/2026	VWR INTERNATIONAL		225.61	28,336.48	\$ 152,426.10	
8820957490	2026-00006475	02/27/2026	VWR INTERNATIONAL		90.00	28,426.48	\$ 152,336.10	
8820960689	2026-00006475	02/27/2026	VWR INTERNATIONAL		105.84	28,532.32	\$ 152,230.26	

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8820960690	2026-00006475	02/27/2026	VWR INTERNATIONAL		97.92	28,630.24	\$ 152,132.34
1LDL-76VQ-TCLJ	2026-00006913	03/13/2026	AMAZON CAPITAL SERVICES		208.72	28,838.96	\$ 151,923.62
30335860	2026-00006913	03/13/2026	SAFEWARE INC		527.10	29,366.06	\$ 151,396.52
54146245	2026-00006913	03/13/2026	LINDE GAS & EQUIPMENT INC		52.95	29,419.01	\$ 151,343.57
55277913	2026-00006913	03/13/2026	LINDE GAS & EQUIPMENT INC		53.77	29,472.78	\$ 151,289.80
8821019492	2026-00006913	03/13/2026	VWR INTERNATIONAL		189.78	29,662.56	\$ 151,100.02
30337791	2026-00007301	03/27/2026	SAFEWARE INC		314.79	29,977.35	\$ 150,785.23
30340010	2026-00007486	04/03/2026	SAFEWARE INC		629.58	30,606.93	\$ 150,155.65
55867614	2026-00007620	04/10/2026	LINDE GAS & EQUIPMENT INC		51.31	30,658.24	\$ 150,104.34
9854241479	2026-00007620	04/10/2026	GRAINGER		474.14	31,132.38	\$ 149,630.20
IN2472730	2026-00007620	04/10/2026	MES SERVICE COMPANY LLC		360.00	31,492.38	\$ 149,270.20
9889990389	2026-00008472	05/08/2026	GRAINGER		307.51	31,799.89	\$ 148,962.69
56132195	2026-00008672	05/15/2026	HENRY SCHEIN INC		22.56	31,822.45	\$ 148,940.13
9893580705	2026-00008672	05/15/2026	GRAINGER		895.40	32,717.85	\$ 148,044.73
9901350588	2026-00008672	05/15/2026	GRAINGER		1,014.99	33,732.84	\$ 147,029.74
			FINAL RECONCILIATION PENDING FROM CITY FINANCE				
					Current Balance as of	5/20/2026	\$ 147,029.74

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

STAFF REPORT

Meeting Date: May 27, 2026

TO: Regional Hazardous Materials Response Team TRIAD Fire Chiefs

FROM: Sandy Francis, Executive Assistant, Truckee Meadows Fire Protection District

SUBJECT: Recommendation to approve a revised Regional Hazardous Materials Response Agreement between the Truckee Meadows Fire Protection District, the City of Sparks, and the City of Reno. The revised agreement removes provisions related to a shared regional HazMat Coordinator position, restates the annual contribution of \$16,000 from each fire agency to the TRIAD fund effective July 1, 2026, and extends the term of the agreement until June 30, 2029; and, if approved, refer the revised agreement to the respective Boards/Councils for approval and execution of the revised agreement. FOR POSSIBLE ACTION

SUMMARY

This item is a recommendation to approve a revised Regional Hazardous Materials Response Agreement between the Truckee Meadows Fire Protection District, the City of Sparks, and the City of Reno. The revised agreement removes provisions related to a shared regional HazMat Coordinator position; restates the annual contribution of \$16,000 from each agency to the TRIAD fund effective July 1, 2026; and extends the term of the agreement until June 30, 2029. If approved, the TRIAD Chiefs shall refer the revised agreement to the respective Boards/Councils for approval and execution of the revised agreement.

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: a 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 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 restates the annual minimum contribution of \$16,000, effective July 1, 2026 for all agencies.

FISCAL IMPACT

An annual combined contribution of \$48,000 will be made to the Regional Hazardous Materials Response Team account for service and supplies.

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 a revised Regional Hazardous Materials Response Agreement removing provisions for a shared regional HazMat Coordinator position, restating the annual contribution of \$16,000 from each fire agency to the TRIAD fund effective July 1, 2026, and extending the term of the agreement until June 30, 2029. I further move to refer the revised agreement to the respective Boards/Councils for approval and execution of the revised agreement.”

~~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 [and which may](#) 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 [TRIAD](#) budget, purchases ([paid for with monies in the TRIAD Budget](#)), ~~annual contribution~~, changing language in the Agreement, or other situation where there is a dispute, the Fire Chief of Sparks ~~shall~~ will have one (1) vote, the Fire Chief of ~~the~~ Reno shall have one (1) vote, and the Fire Chief of ~~the~~ Truckee Meadows 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. The minimum annual contribution for each Agency is \$16,000. 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 (utilizing monies within the TRIAD-Chief Budget), budgeting, and training programs and manuals, will require a majority vote of the Fire Chiefs or their designees.

~~The Fire Chiefs shall have the authority to vote on any increases in annual contribution, and any such increases will require a unanimous vote. The designated fiscal agency will invoice the contribution at the beginning of each fiscal year.~~

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 ~~parties~~ 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

~~(a)~~ 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 ~~their~~ 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 ~~their~~ 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

~~(a)~~ 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 [Truckee Meadows' 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

~~(a)~~ 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 [\(ies\)](#) 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 parties chosen right to participate with legal counsel.

11. Third Party Beneficiaries

(a) 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

(a) 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) 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

(a) 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

(a) 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: _____

Clara Andriola~~Alexis Hill~~, Chair, Board of Fire Commissioners

Washoe County Clerk

Dated this ____ day of _____, ~~2024~~2026

APPROVED AS TO FORM

Deputy 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

2026
REGIONAL HAZARDOUS MATERIAL
RESPONSE AGREEMENT

Between the

City of Reno

City of Sparks

Truckee Meadows Fire Protection District

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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:

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(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 and which may include 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 TRIAD budget, purchases (paid for with monies in the TRIAD Budget), changing language in the Agreement, or other situation where there is a dispute, the Fire Chief of Sparks shall have one (1) vote, the Fire Chief of Reno shall have one (1) vote, and the Fire Chief of Truckee Meadows 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. The minimum annual contribution for each Agency is \$16,000. 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 (utilizing monies 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 parties 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 their 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 their 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 Truckee Meadows' 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(ies) 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 parties 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: _____
Clara Andriola, Chair, Board of Fire Commissioners

Washoe County Clerk

Dated this ____ day of _____, 2026

APPROVED AS TO FORM

Deputy 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