

2024
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 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.

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 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 for in paragraph (d).
- (d) For any decision on the budget, purchases, 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 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..
 - i. Any specialized HazMat Equipment will be provided by the TRIAD with a majority vote of the TRIAD Chiefs.
- VII. Office space will be provided by the host agency unless otherwise decided upon by a majority vote of the TRIAD Chiefs.
- VIII. 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.
 - i. The cost breakdown of the position is attached in Exhibit B
 - ii. 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. The expenses incurred will be divided equally between the Agencies.

(d) Equipment purchases will be stored at a location determined by the Agreement of the 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

(a) All decisions, including items to be purchased, 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

(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 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

(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 Board of Fire Commissioners for resolution. If an agreement cannot be reached at that level, 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, unless revoked by 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 party.

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 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.

(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 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 action

on the part of any person or entity not 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

By: 
Alexis Hill, Chair, Board of Fire Commissioners

Dated this 4th day of June, 2024

APPROVED AS TO FORM


District Attorney

ATTEST


Catherine Smith, Chief Deputy
Washoe County Clerk



CITY OF RENO

ATTEST

By: _____
Hilary Schieve, Mayor, City of Reno

Reno City Clerk

Dated this _____ day of _____, 2024

APPROVED AS TO FORM

Reno City Attorney

CITY OF SPARKS

ATTEST

By: _____
Chris Crawforth, Interim Sparks City Manager

Sparks City Clerk

Dated this _____ day of _____, 2024

APPROVED AS TO FORM

Sparks City Attorney

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**

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

Agency Contribution*

July 1. 2024 (3% COLA)	\$141,163.12
July 1. 2025 (3% COLA)	\$144,676.81
July 1. 2026 (3% COLA)	\$148,190.49

* 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 C.ollective Bargaining Agreement between the City of Sparks and the Labor Association