

**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 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