

2016
REGIONAL HAZARDOUS MATERIAL
RESPONSE AGREEMENT

Between the

City of Reno

City of Sparks

Truckee Meadows Fire Protection District

REGIONAL HAZARDOUS MATERIAL RESPONSE AGREEMENT

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"), 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 December 2004/January 2005.

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 cause 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 that are 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 describe herein, the Agencies agree as follows:

1. Organizational Structure:

- (a) The Team will consist of 36 trained members employed by the Agencies. Reno will strive to provide 18 members, Sparks will strive to provide 9 members, and Truckee Meadows will strive to provide 9 members, however, the actual numbers 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 to prepare an 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. This designation may be changed in accordance with the procedure set forth in paragraph (d).
- (d) For any decision of the budget, purchases, annual contribution, changing language in the Agreement, or other situation where there is a dispute, the Fire Chief of the City of Sparks will have one (1) vote, the Fire Chief of the City of 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. The minimum annual contribution for each Agency is \$16,000. The Fire Chiefs shall have 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, currently the Reno Fire Department, for the purchase of the 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 so incurred will be divided equally between the Agencies.
- (d) Equipment purchased 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 that it 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 Chairperson of the Board of Fire Commissioners for resolution. If an agreement cannot be reached at that level, an 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 8, part (b).

8. 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 which 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.

9. 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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Execution on 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: _____
Kitty Jung, Chair, Board of Fire Commissioners

Dated this ____ day of _____, 2016.

ATTEST:

Washoe County Clerk

APPROVED AS TO FORM:

District Attorney

CITY OF RENO

By: _____
Hillary Shieve, Mayor, City of Reno

Dated this ____ day of _____, 2016.

ATTEST:

Reno City Clerk

APPROVED AS TO FORM:

Reno City Attorney

CITY OF SPARKS

By: _____
Geno Martini, Mayor, City of Sparks

Dated this ____ day of _____, 2016.

ATTEST:

Sparks City Clerk

APPROVED AS TO FORM:

Sparks City Attorney