

**TO:** MAYOR BLAD & CITY COUNCILMEMBERS  
**FROM:** RYAN O'HEARN  
**SUBJECT:** 2025 STATE HAZMAT AGREEMENT  
**DATE:** OCTOBER 2, 2025  
**CC:** KONNI KENDALL

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The Idaho Fire Chiefs Association has worked with the Idaho Office of Emergency Management and the Governor's Office to secure additional funding for Idaho's Regional Response Teams. After that process the State has updated the Interagency Agreement. Pocatello has provided Hazmat Response for Region VI since the 1990's. Having the team in Pocatello is a benefit to our city as well as the region. The agreement outlines the process for The State to provide the team with capital equipment. The state also provides funding for non-capital equipment, materials, and training. There is additional support for other costs related to rostering a team. The State uses grants and other direct funding to support the Regional Teams. There are seven regional teams in Idaho.

To: City Council and Mayor  
From: Matt Kerbs, Deputy City Attorney MK  
Date: September 25, 2025  
Re: 2025 Hazmat Interagency Agreement

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I have reviewed to the above referenced Interagency Agreement and have no legal concerns with council authorizing the Mayor's signature.

INTERAGENCY AGREEMENT  
TO ESTABLISH THE REGION \_\_\_\_ TYPE \_\_\_\_ IDAHO  
HAZARDOUS SUBSTANCE EMERGENCY RESPONSE  
TEAM  
BY AND BETWEEN  
THE STATE OF IDAHO MILITARY DIVISION  
AND

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INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE  
EMERGENCY RESPONSE TEAM

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THIS AGREEMENT (the "Agreement") is entered into and effective \_\_\_\_\_, 202\_\_\_\_, by and between and the State of Idaho Military Division, by and through the Idaho Office of Emergency Management (the "Military Division"); and the \_\_\_\_\_ a municipal corporation or a fire district organized under the laws of the State of Idaho (the "Host Agency"). The Military Division and Host Agency Service Provider and Client are each sometimes herein referred to as a "Party," and collectively as the "Parties."

#### RECITALS

A. The Parties have authority pursuant to Idaho Code § 67-2332 to enter into interagency contracts to perform any governmental service, activity or undertaking which the Parties are authorized by law to perform, including services, supplies, and capital equipment.

B. The Idaho Hazardous Substance Response Act, Idaho Code §§ 39-7101 through 39-7115 (the "Act"), grants specific authority for response to hazardous substance incidents.

C. Pursuant to Idaho Code § 39-7104(1), the Military Division has the responsibility of effectuating the purposes of the Act for the State of Idaho.

D. Idaho Code § 39-7104(1)(b) provides that the Military Division may establish and implement state emergency hazardous substance response teams that have appropriately trained personnel and necessary equipment to respond to hazardous substance incidents on a regional and/or statewide basis.

E. Host Agency has been designated pursuant to Idaho Code § 39-7105(2) to be the local emergency response authority to respond to hazardous substance incidents within its local jurisdiction and is further capable of planning for and responding to hazardous substance incidents within its regional jurisdiction and on a statewide basis.

F. The Parties desire to enter into this Agreement for the establishment of a state emergency response team that will primarily respond to hazardous substance incidents within its designated region and also on a statewide basis as required.

NOW, THEREFORE, in consideration of the foregoing recitals, purposes, and considerations, the Parties covenant and agree as follows:

#### INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

## Article 1 Definitions

As used herein, the following terms, phrases and words shall have the following designated meanings:

- 1.1 Active Roster** shall mean those members who have met all training, or are in training, and physical requirements to serve as a Hazardous Materials Technician on the Region \_\_\_\_ Response Team.
- 1.2 Emergency** shall mean the release or threat of release that threatens immediate harm to the environment or the health and safety of any individual and that requires immediate action for the containment or control of a hazardous or potentially hazardous substance to prevent, minimize or mitigate harm to the public health, safety or the environment which may result if action is not taken.
- 1.3 Equipment** shall mean all apparatus, equipment, tools, furnishings, supplies and other items of tangible personal property provided or funded by or through the Military Division necessary to support the Region \_\_\_\_ Response Team regardless of the per unit price of that item.
  - 1.3.1 Capital Equipment** shall mean all non-consumable apparatus, equipment, tools, furnishing and other items of tangible personal property provided or funded by or through the Military Division to support the Region \_\_\_\_ Response Team with a per unit price valued in excess of \$5,000 per item.
- 1.4 Fire Service Organization (FSO)** shall mean a governmental fire protection agency, fire protection district, or fire protection association established pursuant to Idaho Code § 50-309 or Idaho Code § 31-1401.
- 1.5 Hazardous Substance Incident** for purposes of this Agreement only shall mean an emergency circumstance or incident referenced within the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response Plan and as defined in Idaho Code § 39-7103(2) requiring a response by the Region \_\_\_\_ Response Team to monitor, assess and evaluate a release or threat of a release of a hazardous or potentially hazardous substance. A hazardous substance Incident may require containment or confinement or both but does not include site cleanup or remediation efforts after the incident commander has determined the emergency has ended.

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- 1.6 Hazardous Substance** shall mean any hazardous substance, known or suspected, as defined in Idaho Code § 39-7103(3).
- 1.7 Joint Advisory Group** shall mean the advisory board established between the Idaho Fire Chiefs Association (IFCA) and the Military Division which is tasked with administrative oversight duties involving state emergency response teams.
- 1.8 Region \_\_\_\_** shall mean the area and communities that reside within the boundaries of District(s) \_\_\_\_ as identified in the Idaho Emergency Response Team Hazmat Operations Plan.
- 1.9 Region \_\_\_\_ Response Team** shall mean the state hazardous substance emergency response team created and implemented pursuant to this Agreement as authorized by Idaho Code 39-7104(1)(b).
- 1.10 Training** shall mean Region \_\_\_\_ Response Team's hazardous materials training that shall follow established standards for Hazardous Materials Technician Level in accordance with the objectives specified in the NFPA 470 Standards and 29 CFR, OSHA 1910.120, and 40 CFR EPA 311.
- 1.11 Type II Response Team** shall mean a state hazardous substance emergency response team with the capability to deploy eight (8) members including a team lead that has the capabilities to identify and deal with unknown and all hazardous substances.
- 1.12 Type IV Response Team** shall mean a state hazardous substance emergency response team with the capability to provide control measures, advanced reconnaissance, and subject matter expertise particularly in rural areas or communities with limited hazardous materials response capability.

## **Article 2      Term and Termination**

### **2.1      Term**

This Agreement shall be in effect for a period of thirty-six (36) months effective \_\_\_\_\_, 2025 through \_\_\_\_\_, 2028. It is the intent of the Parties that this Agreement shall be reviewed by the Parties prior to expiration of the term for purposes of determining whether to further renew (including any necessary changes) or terminate the Agreement at the conclusion of the term. Notwithstanding the foregoing, unless otherwise terminated prior to expiration of the term, this Agreement shall automatically renew for an additional thirty-six (36) month term.

## **INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM**

## **2.2 Termination**

Either Party may terminate this Agreement with or without cause, by providing the other Party with one hundred eighty (180) days' prior written notice. If this Agreement is terminated, Host Agency shall have no right to further reimbursement pursuant to this Agreement.

## **Article 3 Obligations of the Parties**

### **3.1 Establishment of Team**

1. Host Agency shall establish and implement the Region \_\_\_\_ Response Team with the primary duty and responsibility to respond to hazardous substance incidents in Region \_\_\_\_ in accordance with the terms of this Agreement. The Region \_\_\_\_ Response Team shall be a Type \_\_\_\_ Response Team. The Region \_\_\_\_ Response Team shall respond to hazardous substance incidents on a statewide basis as required.

2. The Host Agency shall keep maintenance, repair, and inventory records for all equipment provided or funded by or through the Military Division, as well as maintain all training and competency records for the Region \_\_\_\_ Response Team. The Host Agency must notify the Military Division if at any time the Region \_\_\_\_ Response Team is unable to deploy due to lack of qualified members or mechanical failure of critical equipment.

### **3.2 Funding by Military Division**

The Idaho Military Division shall provide the Host Agency with the necessary funding for equipment and training as defined by this Agreement to enable the Region \_\_\_\_ Response Team to respond individually or in concert to a designated hazardous substance incident. Notwithstanding the foregoing, the funding for equipment, training, and non-reimbursable costs provided will be based upon legislative appropriation and/or grant funds and is contingent upon legislative appropriation and / or the availability of grant funds.

### **3.3 Joint Advisory Group**

The Parties agree to cooperate with the Joint Advisory Group per the Memorandum of Understanding between the Idaho Military Division and the Idaho Fire Chiefs Association.

### **3.4 Capital Equipment**

Capital equipment shall be owned by the Host Agency. If either Party terminates this Agreement, possession and title to the capital equipment (including any replacement capital equipment) shall be transferred to the Military Division or its designee for program reallocation. The Parties acknowledge that, pursuant to separate agreement, the Military Division has or may be granted a lien on titled capital equipment provided or funded by or through the Military Division. With respect to the capital equipment, the Host Agency shall:

1. Be responsible for licensing and registration of the capital equipment (as applicable).
2. Maintain the capital equipment in good condition, ordinary wear and tear expected.
3. Be responsible for all maintenance and repairs.
4. Insure the capital equipment covering comprehensive fire, theft and collision.
5. Permit the Military Division to inspect the capital equipment at all reasonable times, upon prior notice to Host Agency.
6. Keep the capital equipment free from any liens and encumbrances, except for any lien of the Military Division.
7. Be responsible for any damage to the capital equipment caused by Host Agency's negligence or misuse of same.
8. Only use the capital equipment for training, hazardous substance incidents in its capacity as the Region \_\_\_\_ Response Team, or hazardous substance incident response within its own jurisdiction. At its discretion, the Military Division may grant Host Agency permission to use capital equipment for another purpose on a per-instance-basis.

### **3.5 Ownership of Non-Capital Equipment**

Non-capital equipment, provided by or funded by or through the Military Division, shall be owned by the Host Agency. Non-capital equipment purchased by the Host Agency shall be owned by the Host Agency.

### **3.6 Reimbursement**

Host Agency shall obtain reimbursement in accordance with this Agreement and the Act. Nothing in this Agreement, however, should be read as obligating the Military Division or the State of Idaho to provide reimbursement for responses to hazardous substance Incidents in excess of that permitted by the Act.

#### **3.6.1 Reimbursement for Incident Deployment**

In accordance with Idaho Code § 39-7109, Host Agency may request no later than sixty (60) days from the close of the hazardous substance incident's emergency phase, reimbursement for direct costs, including, without limitation: personnel and mileage reimbursement; post-exposure physicals to members of the Region \_\_\_\_ Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure or who develop signs or symptoms consistent with exposure to a hazardous substance; repairs of equipment; and replacement of equipment destroyed or rendered unusable, which are incurred as a direct result of response to any hazardous substance incident. With each reimbursement request, the Host Agency shall detail any equipment requiring replacement. Replacement of equipment shall be at the sole discretion of the Military Division and shall take place after the Military Division has determined that the condition of such equipment requires replacement, and that replacement was directly caused by a response to a hazardous substance incident. The Military Division shall seek reimbursement from the party responsible for the hazardous substance incident in the manner set forth in the Act. In cases in which timely payment is not received from a responsible party, the Military Division shall recommend reimbursement to the Board of Examiners as provided in Idaho Code § 39-7110. Payments received from the Board of Examiners shall be used to replace any equipment destroyed or rendered unusable.

#### **3.6.2 Standard Reimbursement Methodology for Personnel**

The reimbursement methodology described below for personnel related costs ensures uniform and fair compensation for deployed personnel and administrative processing while maintaining accountability and compliance with State of Idaho auditing requirements.

1. Personnel costs for State of Idaho requested and approved hazardous substance incident deployment of the Region \_\_\_\_ Response Team shall be reimbursed based on the following:

a. Deployed members shall be reimbursed based on their fully loaded hourly rate of pay.

b. In addition to the hourly rate, a ten percent (10%) hazard pay shall be applied to the base hourly rate for all hours while deployed.

c. If the deployment moves a member into an overtime status for the workweek (based on department policies), the reimbursement rate shall be one and one-half (1.5) times the fully loaded hourly rate plus the ten percent (10%) hazard pay per hour, for all hours deployed.

2. The timeframe for the personnel costs set forth in subsection 1 above that are eligible for reimbursement will be based on the following:

a. Reimbursement begins when the deployed members leave their station in response to the deployment request.

b. Reimbursement continues until the mission is complete, and the deployed members arrive back at their station.

c. An additional one (1) hour of reimbursement will be provided for cleanup and decontamination activities.

3. Administrative fees eligible for reimbursement will be based on the following:

a. The Host Agency may seek reimbursement for actual and documented administrative costs associated with preparation and submission of the reimbursement request, provided that such administrative costs shall in no event exceed than 10% of the total reimbursement request.

b. Administrative costs must be based on the fully loaded hourly rate of the individual responsible for completing the required reimbursement request.

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4. Record-keeping and auditing requirements for cost reimbursement will be based on the following:

- a. Host Agency will provide departmental pay policy applicable to the Region \_\_\_\_ Response Team to the Military Division by January 1 of each year.
- b. All reimbursement requests must be supported by detailed timecards and associated records.
- c. The Host Agency on behalf of the Region \_\_\_\_ Response Team must retain all reimbursement-related records for a period of three (3) years.
- d. The Military Division reserves the right to audit reimbursement requests within this three (3) year period.

### **3.6.3 Reimbursement through Civil Action**

The Host Agency may submit a request for reimbursement to the Military Division for costs associated with responding to an incident but not reimbursable by this Agreement under the provisions of chapter 71, of title 39, Idaho Code. Pursuant to the provisions of Idaho Code § 39-7112(4), the Attorney General's Office may, at the request of the Host Agency commence a civil action on the behalf of the Host Agency to recover expenses from the party responsible for the hazardous substance incident.

## **3.7 Training**

**3.7.1 Required Training** The Military Division shall provide initial and annual refresher training in accordance with NFPA 472 and 29 C.F.R § 1910.120 to rostered members assigned to the Region \_\_\_\_ Response Team. Rostered members for purposes of this section shall be designated as Hazardous Materials Technicians, as defined in NFPA 472 and 29 C.F.R § 1910.120, or team members in training. The Host Agency shall be responsible for certifying the annual competency of its team members.

### **3.7.2 Training Records**

Host Agency shall maintain training records for the Region \_\_\_\_ Response Team and provide documentation validating team and/or team member compliance to the Military Division no later than March 15th of each year.

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### **3.7.3 Training Drills and Exercises**

Members of the Region \_\_\_\_ Response Team may participate in local and/or regional hazardous substance emergency drills and exercises upon request. Host Agency shall coordinate with the Military Division for requested local and/or regional training exercises. Requests may include operations and/or awareness level training for local first responders. The Region \_\_\_\_ Response Team shall also provide emergency response information as requested by local emergency planning committees.

### **3.7.4 Reimbursement for Training, Drills and Exercises**

Host Agency may request funding on behalf of the Region \_\_\_\_ Response Team, for costs associated with initial and annual refresher training pre-approved by the Military Division. Additionally, the Host Agency may, on behalf of the Region \_\_\_\_ Idaho Emergency Response Team, request funding for pre-approved training drills, exercises, conferences and/or annual meetings necessary to maintain proficiency and effectiveness.

### **3.8 Medical Surveillance and Physical Examinations for Response Personnel**

The Host Agency shall provide initial baseline and annual physicals for the rostered members of the Region \_\_\_\_ Response Team necessary to comply with standards established within NFPA 1582 and 29 CFR 1910.120 (f). Host Agency may request reimbursement from the Military Division for initial and annual required physical examinations completed by rostered members of the Region \_\_\_\_ Response Team that meet NFPA 1582 and 29 C.F.R § 1910.120. Maximum actual cost shall be no more than the allowable found in the Idaho Emergency Response Team Hazmat Operations Plan. The Host Agency shall further provide post-exposure physicals to members of the Region \_\_\_\_ Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure limits or who develop signs or symptoms consistent with exposure to a hazardous substance. The Host Agency shall also provide post hazardous substance incident medical surveillance of members who are assigned to the Region \_\_\_\_ Response Team who were exposed to a hazardous substance during a hazardous substance incident.

### **3.9 Response Requirements**

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1. The Region \_\_\_\_ Response Team will respond to a hazardous substance incident promptly with on-duty and/or off-duty Hazardous Materials Technicians. The Region \_\_\_\_ Response Team should have members responding with apparatus within 30 minutes from the time a response is authorized for a Level 2 or Level 3 hazardous substance incident (as defined in the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response Plan), 90% of the time. Hazardous substance incidents requiring a full response (as defined below) will require a minimum of eight Hazardous Materials Technicians to be en-route within 60 minutes, 90% of the time. Team members in training may be counted toward a team response. The Region \_\_\_\_ Response Team may be requested to respond to hazardous substance incidents outside of Region \_\_\_\_\_. The Region \_\_\_\_ Response Team will cultivate and maintain effective relationships with other state emergency response teams, community partners, as well as local public safety and public health agencies to ensure collaboration before, during, and after a response. Type II Response Teams will be authorized to support Type IV Response Teams. Delayed responses will be reviewed by Joint Advisory Group. For purposes of this Agreement, a full response is a hazardous substances incident that would require filling all roles within an emergency response team to include:

Haz Mat Group Supervisor

Assistant Safety Officer

Research/Science Officer

Intervention Leader

Decontamination Leader

Decontamination Team\*

Entry Team

Back Up Team

Rescue Team\*

\*(Rescue Team and Decontamination Team may be filled with mission specific operations personnel)

2. Hazardous substance incidents that exceed a single operational period will transition to industry standard work-to-rest standards.

3. The Host Agency, in the event of a local emergency or catastrophe, will be relieved from responding outside of its local jurisdiction limits as the Region \_\_\_\_

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Response Team. In the event of such occurrence, the Host Agency must notify the Military Division as soon as possible.

### **3.10 Command Structure**

When responding to a hazardous substance incident, members of the Region \_\_\_\_ Response Team will operate within the incident command structure and serve under the command of the incident commander.

### **3.11 Compensation and Reimbursement for Response Team Personnel**

When responding to a hazardous substance incident, the Region \_\_\_\_ Response Team members shall be paid by their actual employer. Reimbursement shall be paid to the Host Agency, on behalf of the Region \_\_\_\_ Response Team, as set forth in Section 3.6. The Host Agency will be responsible for reimbursement to employers of rostered team members not part of the Host Agency's organization. For purposes of workers' compensation coverage, members rostered on the Region \_\_\_\_ Response Team responding to a hazardous substance incident in capacity as the Region \_\_\_\_ Response Team pursuant to this Agreement shall be acting as agents of the State of Idaho.

### **3.12 Personnel Requirements**

Type II Response Teams shall maintain an active roster of no less than 10 and no more than 30 team members per team, trained to the Hazardous Materials Technician level. Type II Response Teams shall maintain an active roster of no less than 4 and no more than 10 members per team, trained to the Hazardous Materials Technician level. Additionally, the Region \_\_\_\_ Response Team must identify on their roster a Team Leader and Incident Safety Officer. A copy of this roster shall be provided electronically to the Military Division annually by the Host Agency no later than March 15th of each year. The Host Agency may fulfill this obligation to provide trained and rostered personnel by executing agreement(s) with other regional fire service or emergency services organizations to supplement the Region \_\_\_\_ Response Team. In the event two districts merge (for example, District 3 and District 4), the personnel requirements above shall double to ensure adequate response for simultaneous hazardous materials incidents.

## **Article 4 General Provisions**

### **4.1 Entire Agreement**

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE  
EMERGENCY RESPONSE TEAM

This Agreement constitutes and contains the entire agreement of the Parties and supersedes and merges all other prior understandings or agreements between the Parties, if any, whether oral or written.

#### **4.2 Performance**

If a Party fails to exercise any rights or to insist that the other Party comply with any obligations, no such failure or insistence shall be a waiver of a right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties which varies from the terms of this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such a default affect or impair the rights of that Party as to such default or any subsequent default. All waivers of any duty or obligation by a Party must be expressed and evidenced in writing.

#### **4.3 Severability**

In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

#### **4.4 Additional Agreements**

In the spirit of the Act, the Parties hereto agree to execute any other documents reasonably necessary to perform the intentions of this Agreement.

#### **4.5 Dispute Resolution**

If the Parties cannot reach an agreement and resolution of a dispute stemming from or about this Agreement, the Parties shall submit the issue to the Joint Advisory Group for resolution. The Joint Advisory Group may use a mediator mutually agreed upon by the Parties or, if no agreement can be reached concerning a mutually acceptable mediator, the Parties shall obtain a list of qualified mediators from the Clerk of the Idaho Supreme Court and each Party shall alternatively strike one name from the list until such time that the Parties either agree or there is only one name remaining, in which case that person will be the mediator for the Parties.

#### **4.6 Attorney Fees**

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In the event of any litigation commenced as a result of this Agreement, actions arising from any of the acts to be performed hereunder, or the alleged breach of this Agreement, the prevailing Party shall recover its costs and reasonable attorney fees.

#### **4.7 Choice of Law/Venue**

This Agreement shall be governed and interpreted by the laws of the State of Idaho. Venue for any proceeding related to this Agreement shall in Boise, Ada County Idaho, unless otherwise agreed to by the Parties.

#### **4.8 Assignment and Subcontracting**

Neither Party shall assign or transfer any interest or service or enter into any subcontracts for services included within this Agreement, without the prior written consent of the other Party.

#### **4.9 Amendments, Alterations, and Modifications of this Agreement**

No amendment, alteration, modification of this Agreement shall be effective unless made in writing and duly executed by both Parties hereto.

#### **4.10 Force Majeure**

Neither Party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires, acts of God, and acts in compliance with or required by any applicable law or regulation.

#### **4.11 No Third-Party Beneficiaries**

This Agreement is entered into solely for the benefit of the Parties hereto. Except as described herein, it shall confer no benefits, direct or indirect, on any third persons, including employees of the Parties. No other person or entity other than the Parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of the Parties.

#### **4.12 Liability**

Each Party to this Agreement shall be responsible for the conduct of its representatives, personnel, agents, officers, and employees as required by Idaho Law, except as otherwise specified within this Agreement. As public agencies, each Party recognizes that regardless of whether or not insurance is procured, or self-insurance is

### 4.13 Notice

If to the Military Division: State of Idaho Military Division  
Office of Emergency Management  
4040 W. Guard St.  
Boise, ID 83705

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#### 4.14 Non-appropriations

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federal grants. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the Military Division or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature and/or award of federal funds as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds, as may exist from time to time. The Military Division reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, (i) the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Military Division to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the Military Division discontinues or makes a material alteration of the program under which funds were provided, and/or (ii) if any applicable federal agency or entity, withdraws or freezes applicable federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds as may be required to continue payments under the Agreement. The Military Division shall not be required to transfer funds between accounts if funds are reduced or unavailable. Further, in the event of any such termination, the Military Division shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

#### **4.15.2 Host Agency**

Should the Host Agency's income or revenue become not available due to lack of appropriation, Host Agency may terminate this Agreement upon ninety (90) days' prior written notice to the Military Division (an "Event of Non-Appropriation"). In the event of termination upon ninety (90) days' notice, this Agreement shall terminate without penalty or expense to Host Agency, and Host Agency shall not be obligated to pay any further amounts, except that all amounts charged during the period this Agreement was in effect shall be paid as provided herein. Nothing in this Agreement is intended, nor shall anything be constructed or construed, to be an indebtedness or liability in violation of Article VIII, section 3 of the Idaho Constitution.

#### **4.16 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic transmission) as against

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the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have herein executed this Agreement and made it effective as hereinabove provided.

**HOST AGENCY:**

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Elected Official's Name and Title**

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**MILITARY DIVISION:**

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

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