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Northeast Idaho
Regional Coordination System (RCS)

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County(s)

AGREEMENT TO PROVIDE EMERGENCY MANAGEMENT ASSISTANCE

NE IDAHO REGION

Northeast Idaho Emergency Management Work Group 2025

FOR OFFICIAL USE ONLY (FOUO)

This Agreement made entered into this _____ day of _____ 2025 by and between the undersigned and duly organized political subdivisions of the State of Idaho, in order to grant assistance to one another where such assistance is necessary to protect life and property, or otherwise cope with such emergencies or disasters beyond the capabilities and resources of individual political subdivisions; and

WHEREAS, the political subdivisions cooperating under this Agreement are authorized by law to enter into and carry out the provisions provided herein; and

WHEREAS, each of the parties entering into this Agreement has expertise unique to the management of disasters/emergencies that would be difficult and time consuming to accumulate during the onset of a disaster/emergency; and

WHEREAS, the unique expertise and experience maintained by each political subdivision cooperating under this Agreement would be beneficial to each other should the need arise; and

WHEREAS, the pertinent provisions of Idaho Law provide for and encourage a written Agreement memorializing such Agreements to provide mutual aid and assistance.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows, to wit:

SECTION 1. DEFINITIONS

- A. “AGREEMENT” – this document which sets forth the agreement to facilitate the rendering of assistance to protect life and property; or otherwise cope with such emergencies or disasters beyond the capabilities and resources of individual member political subdivisions.
- B. “ACTUAL INCIDENT AGREEMENT” – a contract between two member political subdivisions entered into at the time of emergency or disaster in which the Assisting Party agrees to provide specified resources to the Requesting Party under the terms and conditions specified in this Agreement.
- C. “REQUESTING PARTY” – the member political subdivision requesting aid in the event of an emergency or disaster pursuant to the terms and conditions of this Agreement.
- D. “ASSISTING PARTY” – the member political subdivision furnishing equipment, services and/or manpower to the Requesting Party pursuant to the terms consistent with those in this Agreement.
- E. “AUTHORIZED REPRESENTATIVE” – an officer or employee of a member political subdivision authorized in writing by that entity to request, offer, or provide assistance under the terms of this Agreement.

- F. “EMERGENCY” – any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment.
- G. “DISASTER” – any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration at the Local, State, and/or Federal Level, and is likely to clearly exceed local capabilities and require a broad range of State and Federal assistance.
- H. “MEMBER POLITICAL SUBDIVISION” – any political subdivision or authorized officer or agency within the NE Idaho Region which maintains its own emergency services organization and has agreed to the terms of this Agreement.

SECTION 2. TERMS OF AGREEMENT

The parties hereto agree and acknowledge that this Agreement shall become effective upon the date of execution by the parties represented here with, and the initial term of this Agreement shall be for one (1) year from the date of execution. Unless a party notifies the other parties of its intention not to renew and continue this Agreement, such term shall be automatically extended for a further period of one (1) year and shall only be terminated as thereafter provided. In the event of such continuation on a year-to-year basis, all of the terms and provisions hereof shall continue in full force and effect during said extensions.

It is further agreed, that in the event any party wishing to withdraw from this Agreement, absent mutual consent, shall be deemed to be relieved of any obligations or benefits hereunder upon written notice by the withdrawing party to the other cooperating parties providing ten (10) days notice of said withdrawal and termination of this Agreement.

SECTION 3. PROCEDURES FOR PROVISION OF MUTUAL AID

When a member political subdivision either becomes affected by, or is under imminent threat of an emergency or disaster and, as a result, has officially declared an emergency, it may request emergency-related mutual aid assistance by: (1) submitting a Request for Assistance to an Assisting Party or to the State EOC, or (2) orally communicating a request for mutual aid assistance to an Assisting Party or to the State EOC, followed as soon as feasible by written confirmation of the request. Mutual aid shall not be requested by a member political subdivision unless resources available within the stricken area are deemed to be inadequate. All requests for mutual aid must be transmitted by the Authorized Representative of the member political subdivision. No member political subdivision shall be required to provide mutual aid unless it determines that it has sufficient resources to do so.

A. REQUIRED INFORMATION: Each Request for Assistance shall provide the following information to the extent known by the Requesting Party:

- Local Disaster Emergency Declaration(s): Identification of all local entities that have formally declared an emergency.
- Stricken Area and Status: A general description summarizing the condition of the community (e.g. whether disaster or emergency is imminent, in progress or has already occurred) and of the damage sustained to date.
- Incident Command: Identification of the Incident Commander(s) and the person(s) to which Assisting Party supervisory personnel will report upon arrival at the designated staging location, if applicable.
- Request for Assistance: Identification of amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed by Requesting Party, including:
 - Services and Infrastructure: Identification of available public services and infrastructure systems in Requesting Party's geographical limits, if any, as well as identification of those public services and infrastructure systems made unavailable by the emergency and which Requesting Party is requesting assistance reestablishing.
 - Facilities: Identification of the type(s) of sites, structures or buildings outside of Requesting Party's geographical limits being requested to serve as relief centers, shelters, or staging areas for incoming emergency personnel, goods and services.
 - Length of Deployment: Unless a shorter or longer duration is identified in the initial Request for Assistance, the normal initial duration of Assisting Party's assistance shall be seven days and may be extended, if necessary, in seven day increments.

- B. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the Authorized Representative of the Assisting Party. The Requesting Party shall be responsible for keeping the State EOC advised of the status of mutual aid activities.
- C. **REQUESTS ROUTED THROUGH, OR ORIGINATING FROM THE STATE EOC:** The Requesting Party may directly contact the State EOC. The State EOC may then contact other member political subdivisions on behalf of the Requesting Party. Once identified, each Assisting Party must communicate directly with the Requesting Party.
- D. **ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE:** When contacted by a Requesting Party, or by the State EOC on behalf of a Requesting Party, the Authorized Representative of any member political subdivision agrees to assess local resources to determine available personnel, equipment and other assistance. If the equipment and personnel of the Assisting Party are unavailable or already engaged in response activities at the time a call for assistance is received, that party shall not be under any obligation to the Requesting Party or to any other person or persons to furnish resources (i.e. personnel and equipment), unless the request is renewed after the party's equipment and personnel again become available to respond.

- E. **INCIDENT COMMAND SYSTEM & NIMS:** The parties agree that the Requesting Party shall coordinate and utilize a standard ICS, to the greatest extent possible, for an emergency requiring mutual aid assistance under this Agreement. Requesting Party's ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security. Utilization of ICS shall not be interpreted as increasing or decreasing the authority, responsibility, and accountability inherent to personnel or resources deployed by Assisting Party under the terms of this Agreement.
- F. **SUPERVISION AND CONTROL:** When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational direction (the authority to assign tasks, designate objectives, and synchronize and integrate actions) of the Requesting Party, which shall advise supervisory personnel of the Assisting Party of work tasks, for assignment to personnel. Direct supervision and oversight (indicates the on-site, close contact whereby the supervisor is able to respond quickly to the needs of the supervisee) of personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall: be responsible for health and safety of own personnel; inform Requesting Party of any health and safety concerns; maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party unless such notice is not feasible, in which case such notice as is reasonable shall be provided.
- G. **FOOD, HOUSING, AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its Request for Assistance.
- H. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their own respective operating units.
- I. **RIGHTS AND PRIVILEGES:** Whenever the officials, employees and volunteers of the Assisting Party are rendering aid pursuant to this Agreement, such persons shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position.

- J. **TERM OF DEPLOYMENT:** The initial duration of a Request for Assistance is normally seven days and may be extended, if necessary, in seven day increments. However, the duration may be shorter or longer depending on the event.
- K. **SUMMARY REPORT:** Within ten days of the return of all personnel deployed following an event, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party. The Report shall include a chronology of events and description of personnel, equipment and materials provided by one party to the other.
- L. This Agreement shall not be construed to create any legal agency, employment relationship, or principal-agent liability between a Requesting Party and the personnel of an Assisting Party. Each party retains full authority and responsibility for its own officers, employees, and volunteers, and nothing herein shall be deemed a waiver of any immunities or defenses under Idaho law.

SECTION 4. REIMBURSEMENT

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties.

- A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect costs, including actual costs paid and fringe benefits, as long as those costs are reasonable and do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs, unless agreed to otherwise by the parties. Additional expenses incurred such as room and board, travel expenses, and other expenses will be reimbursed if approved by Requesting Party at the time the Actual Incident Agreement is executed.
- B. **BACKFILL PERSONNEL:** In such cases where a permanent employee of the Requesting Party is performing disaster-related work, and it is necessary to provide a person to fill their normal position and duties, a backfill employee or hire may be necessary. Under the provisions of this Agreement, backfilled employees or hires will not be included or directly addressed in this Agreement, and should be agreed to otherwise between parties outside of this Agreement.
- C. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to pre-established local or state hourly rates; or by actual replacement, operation, and maintenance expenses incurred, when necessary. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the disaster. If

the equipment used to perform emergency work is extraordinarily damaged resulting from performance of this emergency work, the Requesting Party shall agree to replace the equipment with the same age, capacity, and condition, less the salvage value, unless damage is caused by willful negligence and misconduct on the part of the Assisting Party's operator or if the damage could have been reasonably avoided.

- D. **MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel, maintenance materials, and labor, which shall be included in the equipment rate established above. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the disaster. In the alternative, the parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing in the Actual Incident Agreement.
- E. **RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement by the Requesting Party in accordance with existing policies and practices. Requesting Party finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.
- F. **PAYMENT:** Unless otherwise mutually agreed, the Assisting Party shall invoice the Requesting Party for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, as stated above. The Requesting Party shall pay the invoice, or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, unless otherwise agreed upon.
- G. **FEDERAL OR STATE AID:** Requesting Party's duty to reimburse Assisting Party for its assistance is in no way contingent upon the availability of Federal or State aid.
- H. **WAIVER OF REIMBURSEMENT:** The Assisting Party reserves the right to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided. Assisting Party shall inform the Requesting Party of the waiver as soon as practical after the expenses are incurred, but not later than sixty (60) days following the period of assistance. The Assisting Party shall send the Requesting Party written documentation that Assisting Party's governing body ratified and/or expressed approval of the decision not to seek reimbursement.

SECTION 5. INSURANCE

Each party shall be responsible for its own actions or omissions and those of its employees. Unless otherwise agreed upon by Requesting Party and Assisting Party, it is agreed that each party shall be individually responsible for providing insurance coverage in accordance with the following provisions and subject to the terms of the Reimbursement section herein:

- A. **UNEMPLOYMENT & WORKERS' COMPENSATION COVERAGE:** Each member

political subdivision shall be responsible for its own actions and those of its employees and is responsible for maintaining its own unemployment insurance and workers' compensation insurance coverage, as required by law, for its employees.

- B. **AUTOMOBILE LIABILITY COVERAGE:** Each member political subdivision shall be responsible for its own actions and is responsible for complying with the Idaho motor vehicle financial responsibility laws Title 49, Chapter 12 (i.e. registration and licensing). Member political subdivisions agree to obtain automobile liability coverage with a limit of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program. It is understood that the member political subdivision may include in the emergency response, volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of each member political subdivision to determine if the volunteer company has automobile liability coverage as outlined in this section.
- C. **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY:** To the extent permitted by law and without waiving sovereign immunity, each member political subdivision shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each member political subdivision agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, with minimum single limits of no less than one million dollars, or maintain a comparable self-insurance program.
- D. **GENERAL INSURANCE POLICY REQUIREMENTS:** All insurance policies required under this Agreement shall be in effect during the period of assistance. All policies shall be primary and not contributory. During the period of assistance, parties shall pay the premiums on the required policies and shall not allow the policies to be revoked, canceled, amended, or allowed to lapse without thirty (30) days notification to the other party, if possible, or shall otherwise provide such notification immediately upon learning that a policy has been, or will be, revoked, canceled, amended, or allowed to lapse.

SECTION 6. INDEMNIFICATION

Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.

SECTION 7. IMMUNITIES

See Chapter 10, Title 46, Idaho Code, State Disaster Preparedness Act: 46-1017. Immunity.

SECTION 8. APPLICABLE LAW

In the event that the construction, interpretation, and enforcement of this Agreement are subjected to adjudication in a court of law, the construction, interpretation, and enforcement of the terms of the Agreement, and each party's duties and responsibilities there under, shall be governed by the laws of the State of Idaho. In such event, the Courts of the State of Idaho shall have jurisdiction over the Agreement and the parties.

SECTION 9. SEVERABILITY AND THE EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated. In the event that any parties to this Agreement have entered into other mutual aid agreements, those parties agree that said agreement will remain in effect unless in conflict with this Agreement in which case they are superseded by this Agreement for the purposes of provision of mutual aid. In the event that two or more member political subdivisions have not entered into another agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply between those parties.

SECTION 10. AMENDMENTS

Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed, and signed by all parties to this Agreement with the same approvals, certifications, submissions and other requirements applicable to the original Agreement.

SECTION 11. SIGNATURES

In witness whereof, the parties to this Agreement through their duly authorized officials or representatives, hereby execute this Agreement on the dates set out below, and in doing so certify that each has read, understood, and agreed to the terms and conditions of this Agreement as set forth herein and has the authority to enter into this legally binding contractual Agreement. The effective date of this Agreement is the date of the signature and seal last affixed to this page.

[signature pages follow]

AGREEMENT TO PROVIDE EMERGENCY MANAGEMENT ASSISTANCE

“BONNEVILLE COUNTY”

BOARD OF COUNTY COMMISSIONERS

Bonneville County, Idaho

BY: _____
Chair, Board of County Commissioners

ATTEST:

By: _____
Clerk, Bonneville County, _____
Date _____

AGREEMENT TO PROVIDE EMERGENCY MANAGEMENT ASSISTANCE

“BUTTE COUNTY”
BOARD OF COUNTY COMMISSIONERS
Butte County, Idaho

BY: _____
Chair, Board of County Commissioners

ATTEST:

By: _____
Clerk, Butte County, _____
Date _____

AGREEMENT TO PROVIDE EMERGENCY MANAGEMENT ASSISTANCE

“CLARK COUNTY”
BOARD OF COUNTY COMMISSIONERS
Clark County, Idaho

BY: _____
Chair, Board of County Commissioners

ATTEST:

By: _____
Clerk, Clark County, _____
Date _____

AGREEMENT TO PROVIDE EMERGENCY MANAGEMENT ASSISTANCE

“CUSTER COUNTY”
BOARD OF COUNTY COMMISSIONERS
Custer County, Idaho

By: _____
Chair, Board of County Commissioners

ATTEST:

By: _____
Clerk, Custer County, _____
Date _____

**AGREEMENT TO PROVIDE EMERGENCY
MANAGEMENT ASSISTANCE**

“FREMONT COUNTY”
BOARD OF COUNTY COMMISSIONERS
Fremont County, Idaho

BY: _____
Chair, Board of County Commissioners

ATTEST:

By: _____ _____
Clerk, Fremont County, Date

**AGREEMENT TO PROVIDE EMERGENCY
MANAGEMENT ASSISTANCE**

“JEFFERSON COUNTY”
BOARD OF COUNTY COMMISSIONERS
Jefferson County, Idaho

BY: _____
Chair, Board of County Commissioners

ATTEST:

By: _____ _____
Clerk, Jefferson County, Date

**AGREEMENT TO PROVIDE EMERGENCY
MANAGEMENT ASSISTANCE**

“LEMHI COUNTY”
BOARD OF COUNTY COMMISSIONERS
Lemhi County, Idaho

By: _____
Chair, Board of County Commissioners

ATTEST:

By: _____
Clerk, Lemhi County, _____
Date

AGREEMENT TO PROVIDE EMERGENCY MANAGEMENT ASSISTANCE

“MADISON COUNTY”
BOARD OF COUNTY COMMISSIONERS
Madison County, Idaho

BY: _____
Chair, Board of County Commissioners

ATTEST:

By: _____ Date _____
Clerk, Madison County,

**AGREEMENT TO PROVIDE EMERGENCY
MANAGEMENT ASSISTANCE**

“TETON COUNTY”
BOARD OF COUNTY COMMISSIONERS
Teton County, Idaho

By: _____
Chair, Board of County Commissioners

ATTEST:

By: _____ _____
Clerk, Teton County, Idaho Date

"ACTUAL INCIDENT AGREEMENT" PART I

PART I: REQUEST FOR ASSISTANCE

Incident Name: _____

Request Number: _____

Requesting Party Name: _____

Point of Contact Name: _____

Phone: _____

E-mail: _____

Fax: _____

1. General description of the event. (*Attach latest local Situation Report.*)

2. Identification of the emergency services function(s) for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, mass care, resource support, search and rescue, etc.) and the particular type of assistance needed. (*Please attach additional documentation as needed.*)

3. Identification of the public infrastructure system(s) for which assistance is needed (e.g., sanitary sewer, potable water, storm water systems, etc.) and the type of work assistance required. (*Please attach additional documentation as needed.*)

4. Amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed, including approx. place of arrival. (*Please attach additional documentation as needed.*)

5. When Needed (Date & Time) _____

Authorized Requesting Party Official: _____

Title: _____ Signature: _____

Date: _____ Time: _____

After completion of Part I, fax this form to the potential Assisting Party and to the State EOC.

"ACTUAL INCIDENT AGREEMENT" PART II

PART II: ASSISTANCE TO BE PROVIDED

Incident Name: _____

Request Number: _____

Assisting Party Name: _____

Assisting Party Point of Contact Name: _____

Phone: _____ E-mail: _____ Fax: _____

The request for assistance from _____ has been received.

Date & Time Received: _____

Assistance Will Be Provided?

☐ YES

☐ NO

If no, briefly explain why:

1. Personnel. (List or attach point-of-contact/team leader and all personnel)

2. Equipment, Supplies, & Materials. (List or Attach)

3. Place of Arrival: _____

4. Estimated Date and Time of Arrival: _____

5. Estimated Date and Time of Departure: _____

6. Please attach additional information pertinent to this Actual Incident Agreement, such as, but not limited to: information or terms for procedures or provisions of mutual aid, reimbursements (i.e. waiver of reimbursement, payments), insurance, or any other items.

The above and/or attached terms and information have been coordinated with the Requesting Party.

☒ YES

☐ NO

Authorized Assisting Party Official: _____

Title: _____ Signature: _____

Date: _____ Time: _____

After completion of Part II, fax this form to the Requesting Party and to the State EOC.

"ACTUAL INCIDENT AGREEMENT" PART III

PART III: REQUESTING PARTY'S APPROVAL

Incident Name: _____

Request Number: _____

In accordance with this Actual Incident Agreement and the terms and conditions described in Part II, this agreement is hereby:

☐ ACCEPTED

☐ DECLINED

Authorized Requesting Party Official: _____

Title: _____ Signature: _____

Date: _____ Time: _____

After completion of Part III, fax this form to the Assisting Party and to the State EOC.