



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 06/01/2026

Committee Agenda type: Consent

Date Rec'd	5/27/2026
Clerk's File #	OPR 2026-0537
Cross Ref #	
Project #	

Council Meeting Date: 06/22/2026

Submitting Dept	FIRE	Bid #	
Contact Name/Phone	TOM WILLIAMS 509-435-7001	Requisition #	
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Agenda Item Type	Contract Item		

Council Sponsor(s) BWILKERSON KTELIS

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** YES **Public Works?** NO

Agenda Item Name IDAHO-SPOKANE HAZMAT TEAM INTERAGENCY AGREEMENT


Agenda Wording

A cross-border interagency agreement where the Idaho Office of Emergency Management funds a hazmat response team operated by the Spokane Fire Department (SFD), covering north Idaho for a 3-year term (2026-2029). SFD staffs, trains, and deploys the team; Idaho reimburses incident costs including personnel, equipment, and hazard pay.

Summary (Background)

This is a 36-month interagency agreement (effective 2026-2029) between the Idaho Office of Emergency Management and the City of Spokane (via its Fire Department), establishing the Region 1 Hazardous Substance Emergency Response Team to handle hazmat incidents primarily in north Idaho. Idaho funds equipment and training, while the SFD serves as the Host Agency responsible for staffing, maintaining equipment, and deploying the team. Reimbursement for incident deployments covers fully loaded personnel costs plus 10% hazard pay, with administrative overhead capped at 10% of the total request. Either party may terminate with 180 days' notice (or 90 days for non-appropriation).

Approved by Spokane City Council
on: 6/8/2026



City Clerk

What impacts would the proposal have on historically excluded communities?

Historically excluded communities, including low-income neighborhoods and communities of color, often face greater environmental hazard exposure with fewer resources to respond; this team ensures equitable, professional hazmat coverage across all areas of Spokane regardless of neighborhood.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Spokane Fire Department will track incident locations and response times against City demographic data, with results reportable through existing City equity and public safety reporting channels.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

SFD will monitor response time compliance, team certifications, and incident outcomes annually; the Joint Advisory Group provides additional oversight and course correction as needed.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This agreement implements Spokane's 2025 CEMP, fulfills SMC 02.04.096 obligations, and supports the City's public safety and regional resilience priorities.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 0.00	
Current Year Cost		\$ 0.00	
Subsequent Year(s) Cost		\$ 0.00	
Narrative			
Capital Equipment: \$518,000 initial capital grant (Idaho-funded). Training Pool: \$235,000 shared equally across 8 teams for required and pre-approved training. Personnel: Reimbursed at fully loaded hourly rate + 10% hazard pay; admin costs capped at 10% pe			
Amount		Budget Account	
Neutral	\$ TBD, Grants office will assign	# TBD, Grants office will assign	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source N/A			
Funding Source Type Grant			
Is this funding source sustainable for future years, months, etc?			
N/A			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
Approvals		Additional Approvals	
<u>Dept Head</u>	WILLIAMS, TOM M.	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	WILLIAMS, TOM M.	<u>ACCOUNTING -</u>	DUFFEY, ANDREW
<u>Accounting Manager</u>	HAACK, KELLY A.		
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INTERAGENCY AGREEMENT
TO ESTABLISH THE REGION 1 TYPE 2 IDAHO
HAZARDOUS SUBSTANCE EMERGENCY
RESPONSE TEAM
BY AND BETWEEN
THE STATE OF IDAHO MILITARY DIVISION
AND
CITY OF SPOKANE

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

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THIS AGREEMENT (the "Agreement") is entered into and effective _____, 2026, by and between and the State of Idaho Military Division, by and through the Idaho Office of Emergency Management (the "Military Division"); and the City of Spokane a municipal corporation organized under the laws of the State of Washington through its Spokane Fire Department (the "Host Agency"). The Military Division and the Host Agency are each sometimes herein referred to as a "Party," and collectively as the "Parties."

RECITALS

A. The Military Division has authority pursuant to Idaho Code § 67-2332, and the Host Agency has authority pursuant to Revised Code of Washington (RCW) § 39.34.030(1) to enter into interagency contracts to perform any governmental service, activity or undertaking which each Party is 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"), provides authority for response to hazardous substance incidents.

C. Pursuant to Idaho Code § 39-7104(1), the Military Division has the responsibility for implementing the provisions 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. The Host Agency represents that it has been designated pursuant to RCW_38.52 et seq., 118-30 WAC, Spokane Municipal Code (SMC) 02.04.096, City of Spokane's 2025 Comprehensive Emergency Management Plan (CEMP), 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.

F. The Parties desire to enter into this Agreement for the establishment of an emergency response team that will primarily respond to hazardous substance incidents within its designated region, including in Idaho.

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

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

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 1 Response Team.
- 1.2 **Emergency** shall mean the Release or Threat of release, as defined in Idaho Code § 39-7103, 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 1 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 1 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, or Fire Department defined in RCW 35A.92.020(5), the Host Agency's applicable statute and Spokane Municipal Code Section 03.01B.114.
- 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 1 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.
- 1.6 **Hazardous Substance** shall mean any hazardous substance, known or suspected, as defined in Idaho Code § 39-7103(3).

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- 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 1** shall mean the area and communities that reside within the boundaries of District 1 as identified in the Idaho Emergency Response Team Hazmat Operations Plan.
- 1.9 **Region 1 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) and RCW 39.34.030(1), RCW 38.52 et seq., 118-30 WAC, Spokane Municipal Code (SMC) 02.04.096, City of Spokane's 2025 Comprehensive Emergency Management Plan (CEMP).
- 1.10 **Training** shall mean Region 1 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 from the date of the last signature. 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. This Agreement shall not automatically renew. Any renewal or extension of this Agreement must be made by mutual written agreement of the Parties, executed prior to the expiration of the then-current term.

2.2 Termination with or without Cause

Subject to §§ 2.3.1 and 2.3.2, 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, the Host Agency shall have no right to further reimbursement pursuant to this Agreement.

2.3. Termination for Non-appropriation

2.3.1 Military Division

The Military Division is a government entity, and it is understood and agreed that the Military Division's payments herein provided for shall be paid from Idaho State Legislative appropriations and/or other available federal sources, including 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 Military Division 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.

2.3.2 Host Agency

Should the Host Agency's income or revenue become unavailable due to lack of appropriation, the 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 the Host Agency, and the

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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.

Article 3 Obligations of the Parties

3.1 Establishment of Team

1. The Host Agency shall establish and implement the Region 1 Response Team with the primary duty and responsibility to respond to hazardous substance incidents in Region 1 in accordance with the terms of this Agreement. The Region 1 Response Team shall be a Type 2 Response Team. The Region 1 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 1 Response Team. The Host Agency must notify the Military Division if at any time the Region 1 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 1 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

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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 the 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 the 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 1 Response Team, or hazardous substance incident response within its own jurisdiction, or hazardous substance incident response conducted pursuant to mutual aid, automatic aid, interlocal, regional response, or statewide mobilization agreements within the State of Washington. At its discretion, the Military Division may grant the 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

The 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, the 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 1 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 1 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.

d. Personnel eligible for reimbursement shall include all individuals assigned to the hazardous substance incident under the incident command system, including rostered team members and additional personnel performing operational or support functions necessary to sustain response operations. Such personnel may include, but are not limited to, specialized response elements (e.g., waterborne containment or boom deployment), apparatus operators, decontamination personnel, and technical specialists.

e. Reimbursement shall apply to the full complement of personnel deployed or assigned to support the hazardous substance incident, including staffing levels exceeding any minimum response requirement, when such staffing is operationally necessary based on incident conditions, safety considerations, or regulatory requirements.

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 routine cleanup and decontamination activities. In the event that decontamination operations extend beyond routine activities, including but not limited to large-scale incidents, hazardous substance persistence,

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equipment contamination, or regulatory requirements, all additional decontamination time, personnel, equipment, and disposal costs shall be reimbursed to the fullest extent permitted under Idaho Code sections 39-7109 and 39-7110, and subsection 3.6.1 of this Agreement. For personnel assigned to support functions, including backfill or operational support roles, reimbursement shall apply for the duration of time such personnel are assigned to maintain or directly support the hazardous substance incident response capability, to the fullest extent permitted under Idaho Code sections 39-7109 and 39-7110, and subsection 3.6.1 of this Agreement.

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.

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

a. The Host Agency will provide departmental pay policy applicable to the Region 1 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 1 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 1 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

The Host Agency shall maintain training records for the Region 1 Response Team and provide documentation validating team and/or team member compliance to the Military Division no later than March 15th of each year.

3.7.3 Training Drills and Exercises

Members of the Region 1 Response Team may participate in local and/or regional hazardous substance emergency drills and exercises upon request. The 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 1 Response Team shall also provide emergency response information as requested by local emergency planning committees.

3.7.4 Reimbursement for Training, Drills and Exercises

The Host Agency may request funding on behalf of the Region 1 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 1 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 1 Response Team necessary to comply with standards established within NFPA 1582 and 29 CFR 1910.120 (f). The Host Agency may request reimbursement from the Military Division for initial and annual required physical examinations completed by rostered members of the Region 1 Response Team that meet NFPA 1582 and 29 C.F.R § 1910.120. Reimbursement for such physical examinations shall be limited to no more than 30 rostered members annually, based on available funding and as outlined in the Idaho Emergency Response Team Hazmat Operations Plan. The Host Agency may designate and rotate which rostered members are submitted for reimbursement each year. The Host Agency retains the authority to assign non-rostered City Fire Department employees to the Response Team depending on need at the time. The Host Agency agrees to annually provide training and certification records for these non-rostered City Fire Department employees. The Host Agency is entitled to physical examination reimbursement for these non-rostered members as well, subject to the maximum reimbursement limit of 30 total annual examinations. 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 1 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. Post-exposure physicals and medical surveillance required as a direct result of a hazardous substance incident shall be eligible for reimbursement for all affected personnel, regardless of roster size limitations. The Host Agency shall also provide post hazardous substance incident medical surveillance of members who are assigned to the Region 1 Response Team who were exposed to a hazardous substance during a hazardous substance incident.

3.9 Response Requirements

1. The Region 1 Response Team will respond to a hazardous substance incident promptly with on-duty and/or off-duty Hazardous Materials Technicians. The Region 1 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

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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 1 Response Team may be requested to respond to hazardous substance incidents outside of Region 1. The Region 1 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 discussion, guidance and recommendations. 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 1 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 1 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

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When responding to a hazardous substance incident, the Region 1 Response Team members shall be paid by their actual employer. Reimbursement shall be paid to the Host Agency, on behalf of the Region 1 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. The Parties are independently responsible for paying workers compensation insurance coverage premiums for each of their employees per the requirements of the Parties' state statutes, and each Parties' employees remain legally entitled to such coverage per the terms of these respective statutes. The terms of the "Reciprocity Agreement Between Idaho Industrial Accident Board and Washington Department of Labor and Industries in Regard to Extraterritorial Jurisdiction" ("Idaho/Washington Reciprocity Agreement"), entered into per WAC 296-17-31009, apply should any extraterritorial issues of coverage arise out of employee performance of work in the employee's neighboring state (i.e., Idaho) vs. the employee's home state (i.e., Washington). Given the periodic and temporary occurrence of hazardous incident response work contemplated under the Agreement, the Parties do not anticipate any extraterritorial coverage issues to arise.

3.12 Personnel Requirements

Type II Response Teams shall maintain an active roster of no less than 10 team members 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. The Host Agency may maintain a roster exceeding this minimum to support operational readiness, rotation, training requirements, and extended or simultaneous incident response. For planning and baseline funding purposes, a standard Type II Response Team size of up to 40 personnel may be utilized; however, this shall not be construed as a limitation on total roster size or operational staffing. Additionally, the Region 1 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 1 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 REGIONAL HAZARDOUS
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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 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 Compliance with Applicable Law

Each Party shall perform its obligations under this Agreement in compliance with all applicable federal, state, and local laws, regulations, ordinances, and policies. The Host Agency and its personnel shall remain subject to and comply with all applicable laws and policies of the State of Washington and the City of Spokane. Nothing in this Agreement shall be construed to require the Host Agency or its personnel to take any action that would violate such laws, regulations, ordinances, or policies.

4.4 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.

4.5 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.

4.6 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 review and non-binding recommendation regarding resolution. Thereafter, the Parties shall participate in mediation with a mutually acceptable mediator from a list of

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
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qualified mediators from the Clerk of the Idaho Supreme Court, from which each Party shall alternatively strike one name 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. If Parties are still unable to resolve the matter, the method of binding resolution shall be by litigation in a court of competent jurisdiction, as provided in section 4.7.

4.7 Choice of Law/Venue

Notwithstanding any provision of the Agreement to the contrary, interpretation of this Agreement shall be governed by and construed under the laws of the State of Idaho, without regard to any Idaho conflict of law principles that would cause the application of the laws of any jurisdiction other than the State of Idaho. Any action seeking an interpretation or enforcement of this Agreement shall be brought in the appropriate State Court of the Party against which the action is filed.

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

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Each Party to this Agreement shall be responsible for the conduct of its representatives, personnel, agents, officers, and employees as required by Idaho and Washington Law, respectively, except as otherwise specified within this Agreement. As public agencies, each Party recognizes that regardless of whether insurance is procured, or self-insurance is adequately funded, each Party shall meet any third-party liability obligations which may arise out of performance of this Agreement. These principles shall apply to and govern the relationship between the Parties pursuant to this Agreement, notwithstanding the language of any policy of insurance procured by either Party during the performance of the Agreement. Notwithstanding anything contained herein to the contrary, the liability of the Military Division is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection or defense afforded to the Military Division, as a political subdivision of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.

4.13 Notice

All notices given pursuant to this Agreement or contemplated under this Agreement shall be given by public or private courier service or by certified return receipt requested, postage prepaid, addressed to the proper Parties at the following addresses:

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

If to the Host Agency: City of Spokane
Spokane Fire Department
44 W Riverside Ave.

Spokane, WA 99201

Any notice will be deemed delivered on the earlier of (a) actual delivery or refusal, or (b) three (3) days after mailing by certified mail. Any Party may change the address or designee to whom the notices shall thereafter be given upon five (5) days' prior written notice to all other Parties in the manner set forth in this section.

4.14 Statutory Certifications

4.14.1 Disclosure of Abortion Related Matters. The Military Division is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and Military Division employees who intentionally violate the provisions

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of the Act are subject to criminal prosecution. By executing this Agreement, the Host Agency certifies that it is not and will not for the duration of the Agreement be an entity that provides abortions or an affiliate of an entity that provides abortions, as those terms are defined in Idaho Code § 18-8702. The Military Division may immediately terminate at its convenience the Agreement upon receipt of information that the Host Agency is in violation of the terms of this section.

4.14.2 Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and the Host Agency employs ten or more persons, the Host Agency certifies that it is not currently engaged in and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

4.14.3 Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, the Host Agency certifies that it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China. The terms in this section which are defined in Idaho Code section 67-2359 shall have the meaning defined therein.

4.14.4 Boycott of Certain Industries. Pursuant to Idaho Code section 67-2347A, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and the Host Agency employs ten or more persons, the Host Agency certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company (1) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. The definitions in Idaho Code section 67-2347A shall apply to the terms in this provision.

4.15 Public Records Act

The Parties recognize that they are each subject to Public Records Acts of their respective states. See Idaho Public Records Act (IPRA), Chapter 1, Title 74 Idaho Code and Washington State Public Records Act (PRA), RCW 42.56 et seq. Notwithstanding any provision of the Agreement to the contrary, the Parties must comply with their respective statutes. All records, including documents in all forms, received from either Party may be open to public inspection and copying unless exempt from disclosure.

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Each Party shall clearly designate individual documents as “exempt” on each page of the record containing exempt portions and shall indicate the basis for any applicable Public Records Act exemption providing the bases for withholding from disclosure. Neither Party will accept the marking of an entire record as exempt. In addition, neither Party will accept a legend or statement on one (1) page that all, or substantially all, of the record is exempt from disclosure.

Each Party represents and agrees that, prior to any disclosure of information pursuant to a request under the IPRA or PRA, it will (a) notify the other Party of such request and use best efforts to make such notice sufficiently timely so that the other Party may either seek an appropriate protective order or other remedy, or waive compliance by the other Party with the terms of this Agreement; and (b) disclose only such information as is required under the IPRA or PRA.

4.16 Sovereign Immunity

Nothing contained herein shall be deemed to constitute a waiver of the State of Idaho’s sovereign immunity, which immunity is hereby expressly reserved.

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

4.18 Indemnification

Notwithstanding any provision of the Agreement to the contrary, the Parties acknowledge that neither Party has authority to indemnify the other, and that neither Party agrees to indemnify the other.

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

HOST AGENCY:

Printed Name Maggie Yates
Signature Maggie Yates
Title Assistant City Administrator
Date 6/10/2026

**INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE**

Elected Official's Name and Title

Printed Name Maggie Yates
Signature *Maggie Yates*
Title Assistant City Administrator
Date 6/10/2026

MILITARY DIVISION:

Printed Name Tim Donnellan
Signature *Tim Donnellan*
Title Adjutant General Idaho, Idaho Military Division Director
Date 6/10/2026

Approved as to form:

Attest:

Elizabeth Schoedel
Assistant City

Lisa J. Hoffman
City Clerk



INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

Certificate Of Completion

Envelope Id: DAE8BF87-7F27-889B-8178-CC7265F0D389

Status: Completed

Subject: OPR 2026-0537 - CONTRACT - IDAHO-SPOKANE HAZMAT TEAM INTERAGENCY AGREEMENT

Source Envelope:

Document Pages: 24

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

drose@spokanecity.org

IP Address: 155.190.3.8

Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

6/9/2026 8:20:57 AM

drose@spokanecity.org

Signer Events

Signature

Timestamp

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image
Using IP Address: 155.190.3.7

Sent: 6/9/2026 8:28:13 AM

Resent: 6/9/2026 11:47:47 AM

Viewed: 6/10/2026 9:22:44 AM

Signed: 6/10/2026 9:23:39 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Tim Donnellan

tdonnellan@imd.idaho.gov

Adjutant General Idaho, Idaho Military Division

Director

Security Level: Email, Account Authentication (None)

Signature Adoption: Drawn on Device
Using IP Address:
2600:1008:b1a7:530a:d489:6de9:deaa:2f9c

Sent: 6/10/2026 9:23:41 AM

Viewed: 6/10/2026 11:51:30 AM

Signed: 6/10/2026 11:54:01 AM

Electronic Record and Signature Disclosure:

Accepted: 6/10/2026 11:51:30 AM

ID: cf79d2db-c227-4462-be82-86d4db8b8b01

Elizabeth Schoedel

eschoedel@spokanecity.org

Assistant City

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 155.190.3.6

Sent: 6/10/2026 11:54:02 AM

Viewed: 6/10/2026 12:20:30 PM

Signed: 6/10/2026 12:20:35 PM

Electronic Record and Signature Disclosure:

Accepted: 6/10/2026 12:20:30 PM

ID: 3861d686-6dc5-42b6-ae62-f90f9e8ea079

Maggie Yates

myates@spokanecity.org

Assistant City Administrator

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 155.190.3.8

Sent: 6/10/2026 12:20:36 PM

Viewed: 6/10/2026 3:16:30 PM

Signed: 6/10/2026 3:21:40 PM

Electronic Record and Signature Disclosure:

Accepted: 6/10/2026 3:16:30 PM

ID: abac0779-7ea8-4253-9d50-194cdb576a33

Signer Events	Signature	Timestamp
Daniel Rose drose@spokanecity.org City of Spokane Security Level: Email, Account Authentication (None)	Completed Using IP Address: 155.190.3.8	Sent: 6/10/2026 3:24:31 PM Viewed: 6/10/2026 3:24:48 PM Signed: 6/10/2026 3:25:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 	Sent: 6/10/2026 3:21:42 PM Resent: 6/10/2026 3:25:55 PM Resent: 6/11/2026 1:18:13 PM Viewed: 6/11/2026 4:31:44 PM Signed: 6/11/2026 4:32:01 PM
Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.3.6		

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/9/2026 8:28:13 AM
Envelope Updated	Security Checked	6/9/2026 11:47:38 AM
Envelope Updated	Security Checked	6/10/2026 3:24:31 PM
Envelope Updated	Security Checked	6/10/2026 3:24:31 PM
Envelope Updated	Security Checked	6/10/2026 3:24:31 PM
Envelope Updated	Security Checked	6/10/2026 3:25:37 PM
Certified Delivered	Security Checked	6/11/2026 4:31:44 PM
Signing Complete	Security Checked	6/11/2026 4:32:01 PM
Completed	Security Checked	6/11/2026 4:32:01 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.