

**INTERAGENCY AGREEMENT
BETWEEN
IDAHO OFFICE OF EMERGENCY MANAGEMENT
AND
CANYON COUNTY EMERGENCY MANAGEMENT**

This Memorandum of Agreement (“Agreement”) is made and entered into by and between the Idaho Office of Emergency Management (“IOEM”) and the Canyon County Emergency Management (“CCEM”) (singularly each is a Party, collectively, the “Parties”).

RECITALS

The purpose of this MOA is to provide CCEM with possession, control and use of the trailer (identified below) to support CCEM’s mission to save lives, prevent injuries and protect animals, property and the environment if an emergency occurs. This Agreement also describes each agency’s responsibilities related to the Equipment.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants herein contained, the Parties agree as follows:

1. Lease. IOEM hereby leases to CCEM a 2010 Forest River cargo trailer (30ft), VIN: 5NHUEL39AT424361, as shown in exhibit A, attached hereto and incorporated herein. In the spirit of maximum cooperation and assistance, the lease and use of the trailer is provided herein without requirement of lease payments, and no lease payments shall be due from CCEM hereunder.
2. Effective Date. This Agreement shall become effective on the date of the latest-dated signature by an authorized representative of a Party.
3. Emergency Situations. CCEM agrees, at CCEM’s discretion, to provide assistance outside of Canyon County, and / or to allow IOEM use of the equipment listed in paragraph 1, for the purposes of emergency response and recovery as availability allows.
3. Apportionment of Liability. IOEM and CCEM shall each be responsible only for the acts, omissions, or negligence of its own employees. Nothing in this Agreement shall extend the tort responsibility or liability of either Party beyond that required by the Idaho Tort Claims Act, Idaho Code § 6-901 et seq. Each party shall be responsible for damage to property of the other party caused by its employees in the performance of the Agreement to the extent funds are legally available therefore.

5. Responsibilities.

IOEM

- Shall transfer possession, control, and use of the trailer to CCEM.
- Shall keep the trailer free from any liens and shall not permit any act which may cause the title to be encumbered.
- Shall provide the trailer in a clean and operational condition.
- Shall provide documentation as a lien holder enabling CCEM to license, register and insure the trailer.

CCEM

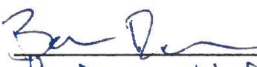
- Shall pick up the trailer from IOEM.
- Shall be responsible for licensing and registration of the trailer as soon as possible upon receipt.
- Shall designate qualified and authorized drivers, consistent with Canyon County policies, who possess a valid driver's license to transport the trailer.
- Shall cover the costs of standard maintenance, repairs, and fuel usage for the duration of official use, unless otherwise specified in this agreement.
- Shall use the trailer solely for official business purposes.
- Shall pay for any damage to the trailer resulting from negligence or improper use by its employee(s).
- Shall insure the trailer covering comprehensive fire, theft and collision with total loss payable to IOEM.
- Shall keep the trailer free from any liens and shall not permit any act which may cause IOEM's title to be encumbered.
- Shall ensure that any addition of equipment, technology, vehicle modification, or alteration of the equipment color / appearance, or application of department logos, or decals be performed in a workmanlike manner and be sufficiently documented.

7. Force Majeure. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, epidemics, quarantine, strikes or other natural disasters. No Party shall be liable for any failure to perform resulting from any order of any court or state or federal agency.
8. Dispute Resolution and Governing Law. The Parties agree to attempt, in good faith, to resolve through informal dispute resolution methods any dispute arising under this Agreement. Should those efforts fail, the Parties agree that the leadership of the Idaho Military Division and Canyon County shall have the power to attempt, in good faith, to formally resolve the dispute through mediation. Any legal action shall be brought in a court of competent jurisdiction in Canyon County, State of Idaho, and only after attempts at informal and formal dispute resolution have failed. This Agreement shall be governed by the laws of the State of Idaho.

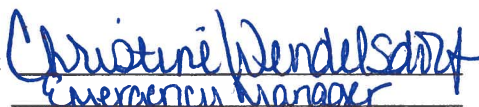
9. Severability and Non-Waiver. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of the Agreement will remain in force. Each provision herein shall be treated as a separate and independent clause, and one Party's failure to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
10. Entire Agreement. With respect to the property identified in Paragraph 1, this Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings between the Parties. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Parties.
11. Amendments. This Agreement may be extended or modified upon written agreement of the Parties. However, no amendment or modification of this Agreement shall be effective unless in writing and executed by the parties.
12. Termination. Termination of this agreement can be executed upon agreement by both parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective representatives duly authorized so to do on the date and year written below.

IDAHO OFFICE OF EMERGENCY MANAGEMENT

By: 
 Its: Bureau Chief IDEM
 Date: 12-10-25

CANYON COUNTY EMERGENCY MANAGEMENT

By: 
 Its: Emergency Manager
 Date: 12/11/2025

CANYON COUNTY BOARD OF COMMISSIONERS

[See Attached Signature Page]





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HIO

DATED this 11th day of December, 2025.

BOARD OF COUNTY COMMISSIONERS

- X Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Commissioner Zach Brooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: RICK HOGABOAM, CLERK

By: 

Deputy Clerk