

**Enrolled**  
**House Bill 3608**

Sponsored by COMMITTEE ON ELECTIONS, ETHICS AND RULES (at the request of House Interim Committee on Emergency Preparedness and Ocean Policy)

CHAPTER .....

AN ACT

Relating to emergency management compact; and declaring an emergency.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** (1) Section 2 (1) of this 2008 Act may be cited as the Pacific Northwest Emergency Management Arrangement.

(2) Section 2 (2) of this 2008 Act may be cited as the Regional Emergency Management Advisory Committee Terms of Reference or as Annex A to the Pacific Northwest Emergency Management Arrangement.

(3) Section 2 (3) of this 2008 Act may be cited as the Pacific Northwest Emergency Management Arrangement Implementing Procedures or as Annex B to the Pacific Northwest Emergency Management Arrangement.

**SECTION 2.** The Governor shall participate on behalf of the State of Oregon with other governments legally joining in the compact in forms substantially as follows:

(1)

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**PACIFIC NORTHWEST EMERGENCY  
MANAGEMENT ARRANGEMENT  
Article I**

Whereas the Pacific Northwest Emergency Management Arrangement is between the government of the State of Alaska, the government of the State of Idaho, the government of the State of Oregon, the government of the State of Washington, the government of the Province of British Columbia and the Yukon Government hereinafter referred to collectively as the signatories and separately as a signatory; and

Whereas the signatories recognize the importance of comprehensive and coordinated civil emergency preparedness, response and recovery measures for natural and technological emergencies or disasters and for declared or undeclared hostilities including enemy attack; and

Whereas the signatories further recognize the benefits of coordinating their separate emergency preparedness, response and recovery measures with those of contiguous jurisdictions for those emergencies, disasters or hostilities affecting or potentially affecting any one or more of the signatories in the Pacific Northwest; and

Whereas the signatories further recognize that regionally based emergency preparedness, response and recovery measures will benefit all jurisdictions within the Pacific Northwest, and best serve their respective national interests in cooperative and coordinated emergency preparedness as facilitated by the Consultative Group on Comprehensive Civil Emergency and Management established in the Agreement Between the government of the United States of America and the government of Canada on Cooperation and Comprehensive Civil Emergency Planning and Management signed at Ottawa, Ontario, Canada on April 28, 1986; now, therefore,

It is hereby agreed by and between each and all of the signatories hereto as follows:

#### Article II - Advisory Committee

(1) An advisory committee named the Western Regional Emergency Management Advisory Committee (W-REMAC) shall be established which will include one member appointed by each signatory.

(2) The W-REMAC will be guided by the agreed-upon Terms of Reference-Annex A.

#### Article III- Principles of Cooperation

Subject to the laws of each signatory, the following cooperative principles are to be used as a guide by the signatories in civil emergency matters that may affect more than one signatory:

(1) The authorities of each signatory may seek the advice, cooperation or assistance of any other signatory in any civil emergency matter.

(2) Nothing in the arrangement shall derogate from the applicable laws within the jurisdiction of any signatory. However, the authorities of any signatory may request from the authorities of any other signatory appropriate alleviation of such laws if their normal application might lead to delay or difficulty in the rapid execution of necessary civil emergency measures.

(3) Each signatory will use its best efforts to facilitate the movement of evacuees, refugees, civil emergency personnel, equipment or other resources into or across its territory or to a designated staging area when it is agreed that such movement or staging will facilitate civil emergency operations by the affected or participating signatories.

(4) In times of emergency, each signatory will use its best efforts to ensure that the citizens or residents of any other signatory present in its territory are provided emergency health services and emergency social services in a manner no less favorable than those provided to its own citizens.

(5) Each signatory will use discretionary power as far as possible to avoid levy of any tax, tariff, business license or user fees on the services, equipment and supplies of any other signatory that is engaged in civil emergency activities in the territory of another signatory and will use its best efforts to encourage local governments or other jurisdictions within its territory to do likewise.

(6) When civil emergency personnel, contracted firms or personnel, vehicles, equipment or other services from any signatory are made available to or are employed to assist any other signatory, all providing signatories will use best efforts to ensure that charges, levies or costs for such use or assistance will not exceed those paid for similar use of such resources within their own territory.

(7) The signatories will exchange contact lists, warning and notification plans and selected emergency plans and will call to the attention of their respective local governments and other jurisdictional authorities in areas adjacent to intersignatory boundaries the desirability of compatibility of civil emergency plans and the exchange of contact lists, warning and notification plans and selected emergency plans.

(8) The authority of any signatory conducting an exercise will ensure that all other signatories are provided an opportunity to observe, and/or participate in such exercises.

#### Article IV - Comprehensive Nature

This document is a comprehensive arrangement on civil emergency planning and management. To this end and from time to time as necessary, all signatories shall:

(1) Review and exchange their respective contact lists, warning and notification plans and selected emergency plans; and

(2) As appropriate, provide such plans and procedures to local governments and other emergency agencies within their respective territories.

#### Article V - Arrangement Not Exclusive

This is not an exclusive arrangement and shall not prevent or limit other civil emergency arrangements of any nature between signatories to this arrangement. In the event of any conflicts between the provisions of this arrangement and any other arrangement regarding emergency service entered into by two or more states of the United States that are signatories to this arrangement, the provisions of that other arrangement shall apply, with respect to the obligations of those states to each other, and not the conflicting provisions of this arrangement.

#### Article VI - Amendments

This arrangement and the Annex may be amended (and additional annexes may be added) by arrangement of the signatories.

#### Article VII - Cancellation or Substitution

Any signatory to this arrangement may withdraw from or cancel their participation in this arrangement by giving 60 days' written notice in advance of this effective date to all other signatories.

#### Article VIII - Authority

All signatories to this arrangement warrant they have the power and capacity to accept, execute and deliver this arrangement.

#### Article IX - Effective Date

Notwithstanding any dates noted elsewhere, this arrangement shall commence April 1, 1996.

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(2)

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### ANNEX A REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE TERMS OF REFERENCE

(1) **PURPOSE.** Regional Emergency Management Advisory Committees (REMACs) are established to promote emergency management coordination and preparedness at regional levels and to complement the work of the Can/US Consultative Group.

(2) **MANDATE.** REMACs:

(a) Provide a forum where members and guests can raise issues and receive advice on emergency preparedness matters.

(b) Encourage and support preparation and exercising of emergency plans for all members.

(c) Will serve as regional links to the Can/US Consultative Group.

(3) **NUMBER OF COMMITTEES.** Four REMACs are established to cover the following areas:

(a) Eastern REMAC:

(A) In Canada: Regions/Provinces of New Brunswick, Nova Scotia and Quebec.

(B) In U.S.A.: FEMA Regions I and II, States of Maine, New Hampshire, Vermont and New York.

(b) Central REMAC:

(A) In Canada: Regions/Provinces of Quebec and Ontario.

(B) In U.S.A.: FEMA Regions II and V, States of New York, Pennsylvania, Ohio, Michigan, Wisconsin and Minnesota.

(c) Prairies REMAC:

(A) In Canada: Regions/Provinces of Manitoba, Saskatchewan and Alberta.

(B) In U.S.A.: FEMA Region VIII, States of Minnesota, North Dakota and Montana.

(d) Western REMAC:

(A) In Canada: Regions/Provinces/Territories of British Columbia and Yukon.

(B) In U.S.A.: FEMA Region X, States of Washington, Idaho, Oregon and Alaska.

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**ANNEX B**  
**PACIFIC NORTHWEST EMERGENCY MANAGEMENT**  
**ARRANGEMENT IMPLEMENTING PROCEDURES**  
**Article I - Purpose and Authorities**

(1) The governments of the State of Alaska, the State of Idaho, the State of Oregon, the State of Washington and the Province of British Columbia and the Yukon Government are signatories to the Pacific Northwest Emergency Management Arrangement, hereinafter referred to as PNEMA. Article VI of PNEMA provides: "This Arrangement and the Annex may be amended (and additional Annexes may be added) by arrangement of the signatories." Pursuant to Article VI of PNEMA, the undersigned signatories hereby enter into this arrangement, which may be designated as the Pacific Northwest Emergency Management Arrangement Implementing Procedures or Annex B to PNEMA.

(2) This arrangement is made and entered into by and among the signatories that enact or adopt this arrangement. For the purpose of this arrangement, the term "signatories" may include any or all of:

(a) The States of Alaska, Idaho, Oregon and Washington, the Province of British Columbia and the Yukon Government, all of which entered into PNEMA in 1996-1997; and

(b) Other states, provinces and territories as may hereafter become signatories to PNEMA and this arrangement.

(3) The purpose of this arrangement is to provide for the possibility of mutual assistance among the signatories entering into this arrangement in managing an emergency or disaster

when the affected signatory or signatories ask for assistance, whether arising from a natural disaster, accidental or intentional events or the civil emergency aspects of resources shortages.

(4) This arrangement also provides for the process of planning mechanisms among the agencies responsible and for mutual cooperation, including, if need be, emergency-related exercises, testing or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by signatories or subdivisions of signatories during emergencies, with such actions occurring outside actual declared emergency periods. Mutual assistance in this arrangement may include the use of emergency forces by mutual agreement among signatories.

(5) "Emergency forces" include but are not limited to police forces, security forces, fire-rescue, including Hazardous Materials and Urban Search and Rescue Teams, and emergency medical and emergency management services.

(6) The purpose of these implementing procedures is to provide specific procedures, agreed to by the signatories, for implementing PNEMA. The signatories acknowledge that the signatory states of the United States (Alaska, Idaho, Oregon and Washington) have adopted the Emergency Management Assistance Compact (EMAC). Nothing in PNEMA or these implementing procedures shall supersede EMAC.

## Article II - General Implementation

(1) Each signatory entering into this arrangement recognizes that emergencies may exceed the capability of a signatory and that intergovernmental cooperation is essential in those circumstances. Each signatory further recognizes that there may be emergencies that require immediate access to outside resources and that procedures need to be in place to request outside resources to make a prompt and effective response to the emergencies because few, if any, individual signatories have all the resources they need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.

(2) The prompt, full and effective utilization of resources of the signatories, including any resources on hand or available from any other source that are essential to the safety, care and welfare of the people in the event of any emergency or disaster, will be the underlying principle on which the articles of this arrangement are understood.

(3) On behalf of the signatories, the legally designated official who is assigned responsibility for emergency management is responsible for formulation of the appropriate intersignatory mutual aid plans and procedures necessary to implement this arrangement and for recommendations to the signatories concerned with respect to the amendment of statutes, regulations or ordinances for that purpose.

## Article III - Signatory Responsibilities

(1) Each signatory will formulate procedural plans and programs for each intersignatory cooperation area listed in this section. In formulating and implementing the plans and programs the signatories, to the extent practical, shall:

(a) Review individual signatory hazards analyses that are available and, to the extent reasonably possible, determine all the potential emergencies the signatories might jointly suffer, whether due to a natural disaster, an accidental or intentional event or the emergency aspects of resource shortages;

(b) Initiate a process to review the signatories' individual emergency plans and develop a plan that will determine the mechanism for the intersignatory cooperation;

(c) Develop intersignatory procedures to fill identified gaps and to resolve identified inconsistencies or overlaps in existing or developed plans;

(d) Assist in warning communities adjacent to or crossing signatory boundaries;

(e) Protect and ensure delivery of services, medicines, water, food, energy and fuel, search and rescue and critical lifeline equipment, services and resources, both human and material, to the extent authorized by law;

(f) Inventory and agree upon procedures for the intersignatory loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness; and

(g) Provide, to the extent authorized by law, for temporary suspension of statutes or ordinances that impede the implementation of the responsibilities described in this subsection.

(2) The authorized representative of a signatory may request assistance of another signatory by contacting its authorized representative. These provisions apply only to requests for assistance made by and to authorized representatives. Requests may be oral or in writing. The authorized representative of a signatory will confirm their verbal request in writing within 15 days. Requests must provide the following information:

(a) A description of the emergency service function for which assistance is needed and of the mission or missions, including but not limited to fire services, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services and search and rescue;

(b) The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed; and

(c) The specific place and time for staging of the assisting party's response and a point of contact at the location.

(3) There will be frequent consultation among the signatories' officials who have assigned emergency management responsibilities, the officials collectively known hereinafter as the International Emergency Management Group, and other appropriate representatives of the signatory with free exchange of information, plans and resource records relating to emergency capabilities to the extent authorized by law.

#### Article IV - Limitation

(1) A signatory requested to render mutual aid or conduct exercises and training for mutual aid will respond as soon as possible, except that it is understood that the signatory rendering aid may withhold or recall resources to the extent necessary to provide reasonable protection for itself. To the extent authorized by law, each signatory will afford to the personnel of the emergency forces of any other signatory while operating within its signatory limits under the terms and conditions of this arrangement and under the operational control of an officer of the requesting signatory the same treatment as is afforded similar or like forces of the signatory in which they are performing emergency services.

(2) Emergency forces continue under the command and control of their regular leaders, but the organizational units come under the operational control of the emergency services authorities of the signatory receiving assistance. These conditions may be activated, as needed, by the signatory that is to receive assistance or upon commencement of exercises or training for mutual aid and continue as long as the exercises or training for mutual aid are in progress, the emergency or disaster remains in effect or loaned resources remain in the receiving signatory or signatories, whichever is longer. The receiving signatory is responsible for informing the assisting signatory when services will no longer be required.

#### Article V - Licenses and Permits

Whenever a person holds a license, certificate or other permit issued by a signatory to the arrangement evidencing the meeting of qualifications for professional, mechanical or

other skills, and when such assistance is requested by the receiving signatory, the person is deemed to be licensed, certified or permitted by the signatory requesting assistance to render aid involving the skill to meet an emergency or disaster, to the extent allowed by law and subject to limitations and conditions as the requesting signatory prescribes by executive order or otherwise.

#### **Article VI - Liability**

A person or entity of a signatory rendering aid in another signatory pursuant to this arrangement is considered an agent of the requesting signatory for tort liability and immunity purposes. A person or entity of a signatory rendering aid in another signatory pursuant to this arrangement is not liable on account of an act or omission of good faith on the part of such forces while so engaged or on account of the maintenance or use of equipment or supplies in connection therewith. "Good faith" in this article does not include willful misconduct, gross negligence or recklessness.

#### **Article VII - Supplementary Agreements**

Because it is probable that the pattern and detail of the provision for mutual aid among two or more signatories may differ from that among the signatories that are party to this arrangement, this contains elements of a broad base common to all signatories, and nothing in this arrangement precludes a signatory from entering into supplementary agreements with another signatory or affects any other agreements already in force among signatories. Supplementary agreements may include, but are not limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

#### **Article VIII - Workers' Compensation and Death Benefits**

Each signatory shall provide, in accordance with its own laws, for the payment of workers' compensation and death benefits to injured members of the emergency forces of that signatory and to representatives of deceased members of those forces if the members sustain injuries or are killed while rendering aid to another signatory pursuant to this arrangement, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.

#### **Article IX - Reimbursement**

A signatory rendering aid to another signatory pursuant to this arrangement shall, if requested, be reimbursed by the signatory receiving the aid for loss or damage to or expense incurred in the operation of equipment and the provision of service in answering a request for aid and for the costs incurred in connection with the request. An aiding signatory may assume in whole or in part loss, damage, expense or other cost or may loan equipment or donate services to the receiving signatory without charge or cost. Any two or more signatories may enter into supplementary agreements establishing a different allocation of costs among those signatories. Benefits under Article VIII of this arrangement are not reimbursable under this section.

#### **Article X - Evacuation**

Each signatory shall initiate a process to prepare and maintain plans to facilitate the movement of and reception of evacuees into its territory or across its territory, according to its capabilities and powers. The signatory from which the evacuees came shall assume the ultimate responsibility for the support of the evacuees and, after the termination of the emergency, for the repatriation of the evacuees.

#### Article XI - Implementation

(1) This arrangement is effective upon its execution or adoption by any two signatories, and is effective as to any other signatory upon its execution or adoption by that signatory, subject to approval or authorization by the United States Congress, if required, and subject to enactment of national, state, provincial or territorial legislation that may be required for the effectiveness of this arrangement.

(2) A signatory may withdraw from this arrangement, but the withdrawal does not take effect until 30 days after the governor or premier of the withdrawing signatory has given notice in writing of the withdrawal to the governors or premiers of all other signatories. The action does not relieve the withdrawing signatory from obligations assumed under this arrangement prior to the effective date of withdrawal.

(3) Duly authenticated copies of this arrangement in the French and English languages and of supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the signatories.

#### Article XII - Severability

This arrangement is construed so as to effectuate the purposes stated in Article I of this arrangement. If a provision of this arrangement is declared unconstitutional or invalid or inapplicable to any person or circumstances, the validity of the remainder of this arrangement to that person or circumstances and the applicability of this arrangement to other persons and circumstances are not affected.

#### Article XIII - Inconsistency of Language

The validity of this arrangement and agreements consented to in this arrangement shall not be affected by insubstantial difference in form or language as may be adopted by the various states, provinces and territories.

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**SECTION 3.** This 2008 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2008 Act takes effect on its passage.

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**Passed by House February 8, 2008**

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Chief Clerk of House

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Speaker of House

**Passed by Senate February 21, 2008**

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President of Senate

**Received by Governor:**

.....M,....., 2008

**Approved:**

.....M,....., 2008

.....  
Governor

**Filed in Office of Secretary of State:**

.....M,....., 2008

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Secretary of State