

A-Engrossed House Bill 3608

Ordered by the House February 6
Including House Amendments dated February 6

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

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

[Authorizes implementing procedures for] **Enacts** international emergency assistance compact entered into by States of Oregon, Washington, Idaho and Alaska, Province of British Columbia and Yukon Government **and authorizes implementing procedures for compact.**

A BILL FOR 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)

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

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 emergency preparedness, response and recovery measures for natural and technological
2 emergencies or disasters and for declared or undeclared hostilities including enemy attack;
3 and

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

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

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

17
18 **Article II - Advisory Committee**
19

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

23 (2) The W-REMAC will be guided by the agreed-upon Terms of Reference-Annex A.
24

25 **Article III- Principles of Cooperation**
26

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

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

32 (2) Nothing in the arrangement shall derogate from the applicable laws within the juris-
33 diction of any signatory. However, the authorities of any signatory may request from the
34 authorities of any other signatory appropriate alleviation of such laws if their normal appli-
35 cation might lead to delay or difficulty in the rapid execution of necessary civil emergency
36 measures.

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

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

45 (5) Each signatory will use discretionary power as far as possible to avoid levy of any tax,

1 **tariff, business license or user fees on the services, equipment and supplies of any other**
2 **signatory that is engaged in civil emergency activities in the territory of another signatory**
3 **and will use its best efforts to encourage local governments or other jurisdictions within its**
4 **territory to do likewise.**

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

10 **(7) The signatories will exchange contact lists, warning and notification plans and se-**
11 **lected emergency plans and will call to the attention of their respective local governments**
12 **and other jurisdictional authorities in areas adjacent to intersignatory boundaries the desir-**
13 **ability of compatibility of civil emergency plans and the exchange of contact lists, warning**
14 **and notification plans and selected emergency plans.**

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

17
18 **Article IV - Comprehensive Nature**
19

20 **This document is a comprehensive arrangement on civil emergency planning and man-**
21 **agement. To this end and from time to time as necessary, all signatories shall:**

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

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

26
27 **Article V - Arrangement Not Exclusive**
28

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

36
37 **Article VI - Amendments**
38

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

41
42 **Article VII - Cancellation or Substitution**
43

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

1 **other signatories.**

2
3 **Article VIII - Authority**

4
5 **All signatories to this arrangement warrant they have the power and capacity to accept,**
6 **execute and deliver this arrangement.**

7
8 **Article IX - Effective Date**

9
10 **Notwithstanding any dates noted elsewhere, this arrangement shall commence April 1,**
11 **1996.**

12
13
14 (2)
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16
17 **ANNEX A**

18 **REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE**

19 **TERMS OF REFERENCE**

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

23 (2) **MANDATE. REMACs:**

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

26 (b) **Encourage and support preparation and exercising of emergency plans for all mem-**
27 **bers.**

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

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

31 (a) **Eastern REMAC:**

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

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

35 (b) **Central REMAC:**

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

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

39 (c) **Prairies REMAC:**

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

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

42 (d) **Western REMAC:**

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

44 (B) **In U.S.A.: FEMA Region X, States of Washington, Idaho, Oregon and Alaska.**
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5 ANNEX B
6 PACIFIC NORTHWEST EMERGENCY MANAGEMENT
7 ARRANGEMENT IMPLEMENTING PROCEDURES
8 Article I - Purpose and Authorities
9

10 (1) The governments of the State of Alaska, the State of Idaho, the State of Oregon, the
11 State of Washington and the Province of British Columbia and the Yukon Government are
12 signatories to the Pacific Northwest Emergency Management Arrangement, hereinafter re-
13 ferred to as PNEMA. Article VI of PNEMA provides: "This Arrangement and the Annex may
14 be amended (and additional Annexes may be added) by arrangement of the signatories."
15 Pursuant to Article VI of PNEMA, the undersigned signatories hereby enter into this ar-
16 rangement, which may be designated as the Pacific Northwest Emergency Management Ar-
17 rangement Implementing Procedures or Annex B to PNEMA.

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

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

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

25 (3) The purpose of this arrangement is to provide for the possibility of mutual assistance
26 among the signatories entering into this arrangement in managing an emergency or disaster
27 when the affected signatory or signatories ask for assistance, whether arising from a natural
28 disaster, accidental or intentional events or the civil emergency aspects of resources short-
29 ages.

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

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

40 (6) The purpose of these implementing procedures is to provide specific procedures,
41 agreed to by the signatories, for implementing PNEMA. The signatories acknowledge that
42 the signatory states of the United States (Alaska, Idaho, Oregon and Washington) have
43 adopted the Emergency Management Assistance Compact (EMAC). Nothing in PNEMA or
44 these implementing procedures shall supersede EMAC.
45

1 writing. The authorized representative of a signatory will confirm their verbal request in
2 writing within 15 days. Requests must provide the following information:

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

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

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

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

17
18 **Article IV - Limitation**
19

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

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

36
37 **Article V - Licenses and Permits**
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39 Whenever a person holds a license, certificate or other permit issued by a signatory to
40 the arrangement evidencing the meeting of qualifications for professional, mechanical or
41 other skills, and when such assistance is requested by the receiving signatory, the person is
42 deemed to be licensed, certified or permitted by the signatory requesting assistance to render
43 aid involving the skill to meet an emergency or disaster, to the extent allowed by law and
44 subject to limitations and conditions as the requesting signatory prescribes by executive or-
45 der or otherwise.

Article VI - Liability

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3 **A person or entity of a signatory rendering aid in another signatory pursuant to this**
4 **arrangement is considered an agent of the requesting signatory for tort liability and immu-**
5 **nity purposes. A person or entity of a signatory rendering aid in another signatory pursuant**
6 **to this arrangement is not liable on account of an act or omission of good faith on the part**
7 **of such forces while so engaged or on account of the maintenance or use of equipment or**
8 **supplies in connection therewith. "Good faith" in this article does not include willful mis-**
9 **conduct, gross negligence or recklessness.**

10
11 **Article VII - Supplementary Agreements**

12
13 **Because it is probable that the pattern and detail of the provision for mutual aid among**
14 **two or more signatories may differ from that among the signatories that are party to this**
15 **arrangement, this contains elements of a broad base common to all signatories, and nothing**
16 **in this arrangement precludes a signatory from entering into supplementary agreements**
17 **with another signatory or affects any other agreements already in force among signatories.**
18 **Supplementary agreements may include, but are not limited to, provisions for evacuation and**
19 **reception of injured and other persons and the exchange of medical, fire, public utility, re-**
20 **connaissance, welfare, transportation and communications personnel, equipment and sup-**
21 **plies.**

22
23 **Article VIII - Workers' Compensation and Death Benefits**

24
25 **Each signatory shall provide, in accordance with its own laws, for the payment of work-**
26 **ers' compensation and death benefits to injured members of the emergency forces of that**
27 **signatory and to representatives of deceased members of those forces if the members sustain**
28 **injuries or are killed while rendering aid to another signatory pursuant to this arrangement,**
29 **in the same manner and on the same terms as if the injury or death were sustained within**
30 **their own jurisdiction.**

31
32 **Article IX - Reimbursement**

33
34 **A signatory rendering aid to another signatory pursuant to this arrangement shall, if**
35 **requested, be reimbursed by the signatory receiving the aid for loss or damage to or expense**
36 **incurred in the operation of equipment and the provision of service in answering a request**
37 **for aid and for the costs incurred in connection with the request. An aiding signatory may**
38 **assume in whole or in part loss, damage, expense or other cost or may loan equipment or**
39 **donate services to the receiving signatory without charge or cost. Any two or more**
40 **signatories may enter into supplementary agreements establishing a different allocation of**
41 **costs among those signatories. Benefits under Article VIII of this arrangement are not**
42 **reimbursable under this section.**

43
44 **Article X - Evacuation**

