

HOUSE AMENDMENTS TO HOUSE BILL 3608

By COMMITTEE ON EMERGENCY PREPAREDNESS AND OCEAN POLICY

February 6

1 On page 1 of the printed bill, line 2, after “compact” insert “; and declaring an emergency”.

2 Delete lines 4 through 30 and delete pages 2 through 6 and insert:

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

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

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

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

13 “(1)

14 “

15
16
17 **PACIFIC NORTHWEST EMERGENCY**
18 **MANAGEMENT ARRANGEMENT**

19 **Article I**
20

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

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

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

34 **Whereas the signatories further recognize that regionally based emergency preparedness,**
35 **response and recovery measures will benefit all jurisdictions within the Pacific Northwest,**

1 and best serve their respective national interests in cooperative and coordinated emergency
2 preparedness as facilitated by the Consultative Group on Comprehensive Civil Emergency
3 and Management established in the Agreement Between the government of the United States
4 of America and the government of Canada on Cooperation and Comprehensive Civil Emer-
5 gency Planning and Management signed at Ottawa, Ontario, Canada on April 28, 1986; now,
6 therefore,

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

8
9 **Article II - Advisory Committee**

10
11 (1) An advisory committee named the Western Regional Emergency Management Advi-
12 sory Committee (W-REMAC) shall be established which will include one member appointed
13 by each signatory.

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

15
16 **Article III- Principles of Cooperation**

17
18 Subject to the laws of each signatory, the following cooperative principles are to be used
19 as a guide by the signatories in civil emergency matters that may affect more than one
20 signatory:

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

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

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

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

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

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

1 (7) The signatories will exchange contact lists, warning and notification plans and se-
2 lected emergency plans and will call to the attention of their respective local governments
3 and other jurisdictional authorities in areas adjacent to intersignatory boundaries the desir-
4 ability of compatibility of civil emergency plans and the exchange of contact lists, warning
5 and notification plans and selected emergency plans.

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

9 **Article IV - Comprehensive Nature**
10

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

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

15 (2) As appropriate, provide such plans and procedures to local governments and other
16 emergency agencies within their respective territories.
17

18 **Article V - Arrangement Not Exclusive**
19

20 This is not an exclusive arrangement and shall not prevent or limit other civil emergency
21 arrangements of any nature between signatories to this arrangement. In the event of any
22 conflicts between the provisions of this arrangement and any other arrangement regarding
23 emergency service entered into by two or more states of the United States that are
24 signatories to this arrangement, the provisions of that other arrangement shall apply, with
25 respect to the obligations of those states to each other, and not the conflicting provisions
26 of this arrangement.
27

28 **Article VI - Amendments**
29

30 This arrangement and the Annex may be amended (and additional annexes may be added)
31 by arrangement of the signatories.
32

33 **Article VII - Cancellation or Substitution**
34

35 Any signatory to this arrangement may withdraw from or cancel their participation in
36 this arrangement by giving 60 days' written notice in advance of this effective date to all
37 other signatories.
38

39 **Article VIII - Authority**
40

41 All signatories to this arrangement warrant they have the power and capacity to accept,
42 execute and deliver this arrangement.
43

44 **Article IX - Effective Date**
45

1 Notwithstanding any dates noted elsewhere, this arrangement shall commence April 1,
2 1996.

3 “

4
5 “(2)

6 “

7
8 ANNEX A

9 REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE

10 TERMS OF REFERENCE

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

14 (2) MANDATE. REMACs:

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

17 (b) Encourage and support preparation and exercising of emergency plans for all mem-
18 bers.

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

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

22 (a) Eastern REMAC:

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

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

26 (b) Central REMAC:

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

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

30 (c) Prairies REMAC:

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

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

33 (d) Western REMAC:

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

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

36 “

37
38 “(3)

39 “

40
41 ANNEX B

42 PACIFIC NORTHWEST EMERGENCY MANAGEMENT

43 ARRANGEMENT IMPLEMENTING PROCEDURES

44 Article I - Purpose and Authorities

1 (1) The governments of the State of Alaska, the State of Idaho, the State of Oregon, the
2 State of Washington and the Province of British Columbia and the Yukon Government are
3 signatories to the Pacific Northwest Emergency Management Arrangement, hereinafter re-
4 ferred to as PNEMA. Article VI of PNEMA provides: “This Arrangement and the Annex may
5 be amended (and additional Annexes may be added) by arrangement of the signatories.”
6 Pursuant to Article VI of PNEMA, the undersigned signatories hereby enter into this ar-
7 rangement, which may be designated as the Pacific Northwest Emergency Management Ar-
8 rangement Implementing Procedures or Annex B to PNEMA.

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

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

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

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

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

28 (5) “Emergency forces” include but are not limited to police forces, security forces,
29 fire-rescue, including Hazardous Materials and Urban Search and Rescue Teams, and emer-
30 gency medical and emergency management services.

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

36 37 Article II - General Implementation

38
39 (1) Each signatory entering into this arrangement recognizes that emergencies may ex-
40 ceed the capability of a signatory and that intergovernmental cooperation is essential in
41 those circumstances. Each signatory further recognizes that there may be emergencies that
42 require immediate access to outside resources and that procedures need to be in place to
43 request outside resources to make a prompt and effective response to the emergencies be-
44 cause few, if any, individual signatories have all the resources they need in all types of
45 emergencies or the capability of delivering resources to areas where emergencies exist.

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

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

10
11 **Article III - Signatory Responsibilities**
12

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

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

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

22 (c) Develop intersignatory procedures to fill identified gaps and to resolve identified in-
23 consistencies or overlaps in existing or developed plans;

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

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

28 (f) Inventory and agree upon procedures for the intersignatory loan and delivery of hu-
29 man and material resources, together with procedures for reimbursement or forgiveness;
30 and

31 (g) Provide, to the extent authorized by law, for temporary suspension of statutes or
32 ordinances that impede the implementation of the responsibilities described in this sub-
33 section.

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

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

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

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

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

8
9 **Article IV - Limitation**

10
11 (1) A signatory requested to render mutual aid or conduct exercises and training for
12 mutual aid will respond as soon as possible, except that it is understood that the signatory
13 rendering aid may withhold or recall resources to the extent necessary to provide reasonable
14 protection for itself. To the extent authorized by law, each signatory will afford to the per-
15 sonnel of the emergency forces of any other signatory while operating within its signatory
16 limits under the terms and conditions of this arrangement and under the operational control
17 of an officer of the requesting signatory the same treatment as is afforded similar or like
18 forces of the signatory in which they are performing emergency services.

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

27
28 **Article V - Licenses and Permits**

29
30 Whenever a person holds a license, certificate or other permit issued by a signatory to
31 the arrangement evidencing the meeting of qualifications for professional, mechanical or
32 other skills, and when such assistance is requested by the receiving signatory, the person is
33 deemed to be licensed, certified or permitted by the signatory requesting assistance to render
34 aid involving the skill to meet an emergency or disaster, to the extent allowed by law and
35 subject to limitations and conditions as the requesting signatory prescribes by executive or-
36 der or otherwise.

37
38 **Article VI - Liability**

39
40 A person or entity of a signatory rendering aid in another signatory pursuant to this
41 arrangement is considered an agent of the requesting signatory for tort liability and immu-
42 nity purposes. A person or entity of a signatory rendering aid in another signatory pursuant
43 to this arrangement is not liable on account of an act or omission of good faith on the part
44 of such forces while so engaged or on account of the maintenance or use of equipment or
45 supplies in connection therewith. "Good faith" in this article does not include willful mis-

1 **conduct, gross negligence or recklessness.**

2
3 **Article VII - Supplementary Agreements**
4

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

14
15 **Article VIII - Workers' Compensation and Death Benefits**
16

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

23
24 **Article IX - Reimbursement**
25

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

35
36 **Article X - Evacuation**
37

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

43
44 **Article XI - Implementation**
45

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

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

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

14
15 **Article XII - Severability**
16

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

22
23 **Article XIII - Inconsistency of Language**
24

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

28 “
29 _____

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