

# House Bill 3608

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 **as introduced**.

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

## A BILL FOR AN ACT

1  
2 Relating to emergency management compact.

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

4 **SECTION 1. Section 2 of this 2008 Act may be cited as the Pacific Northwest Emergency**  
5 **Management Arrangement Implementing Procedures or as Annex B to PNEMA.**

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

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## PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT IMPLEMENTING PROCEDURES

### Article I - Purpose and Authorities

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14 (1) **The governments of the State of Alaska, the State of Idaho, the State of Oregon, the**  
15 **State of Washington and the Province of British Columbia and the Yukon Government are**  
16 **signatories to the Pacific Northwest Emergency Management Arrangement, hereinafter re-**  
17 **ferred to as PNEMA. Article 6 of PNEMA provides: "This Arrangement and the Annex may**  
18 **be amended (and additional Annexes may be added) by arrangement of the Signatories."**  
19 **Pursuant to Article 6 of PNEMA, the undersigned signatories hereby enter into this ar-**  
20 **rangement, which may be designated as the Pacific Northwest Emergency Management Ar-**  
21 **rangement Implementing Procedures or Annex B to PNEMA.**

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

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

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

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

**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 when the affected signatory or signatories ask for assistance, whether arising from a natural  
 2 disaster, accidental or intentional events or the civil emergency aspects of resources short-  
 3 ages.

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

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

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

19  
 20 **Article II - General Implementation**

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

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

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

38  
 39 **Article III - Signatory Responsibilities**

40  
 41 (1) Each signatory will formulate procedural plans and programs for each intersignatory  
 42 cooperation area listed in this section. In formulating and implementing the plans and pro-  
 43 grams the signatories, to the extent practical, shall:

44 (a) Review individual signatory hazards analyses that are available and, to the extent  
 45 reasonably possible, determine all the potential emergencies the signatories might jointly

1 suffer, whether due to a natural disaster, an accidental or intentional event or the emer-  
2 gency aspects of resource shortages;

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

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

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

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

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

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

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

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

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

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

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

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37 **Article IV - Limitation**  
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39 (1) A signatory requested to render mutual aid or conduct exercises and training for  
40 mutual aid will respond as soon as possible, except that it is understood that the signatory  
41 rendering aid may withhold or recall resources to the extent necessary to provide reasonable  
42 protection for itself. To the extent authorized by law, each signatory will afford to the per-  
43 sonnel of the emergency forces of any other signatory while operating within its signatory  
44 limits under the terms and conditions of this arrangement and under the operational control  
45 of an officer of the requesting signatory the same treatment as is afforded similar or like

1 forces of the signatory in which they are performing emergency services.

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

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11 **Article V - Licenses and Permits**  
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13 Whenever a person holds a license, certificate or other permit issued by a signatory to  
14 the arrangement evidencing the meeting of qualifications for professional, mechanical or  
15 other skills, and when such assistance is requested by the receiving signatory, the person is  
16 deemed to be licensed, certified or permitted by the signatory requesting assistance to render  
17 aid involving the skill to meet an emergency or disaster, to the extent allowed by law and  
18 subject to limitations and conditions as the requesting signatory prescribes by executive or-  
19 der or otherwise.

20  
21 **Article VI - Liability**  
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23 A person or entity of a signatory rendering aid in another signatory pursuant to this  
24 arrangement is considered an agent of the requesting signatory for tort liability and immu-  
25 nity purposes. A person or entity of a signatory rendering aid in another signatory pursuant  
26 to this arrangement is not liable on account of an act or omission of good faith on the part  
27 of such forces while so engaged or on account of the maintenance or use of equipment or  
28 supplies in connection therewith. Good faith in this article does not include willful miscon-  
29 duct, gross negligence or recklessness.

30  
31 **Article VII - Supplementary Agreements**  
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33 Because it is probable that the pattern and detail of the provision for mutual aid among  
34 two or more signatories may differ from that among the signatories that are party to this  
35 arrangement, this contains elements of a broad base common to all signatories, and nothing  
36 in this arrangement precludes a signatory from entering into supplementary agreements  
37 with another signatory or affects any other agreements already in force among signatories.  
38 Supplementary agreements may include, but are not limited to, provisions for evacuation and  
39 reception of injured and other persons and the exchange of medical, fire, public utility, re-  
40 connaissance, welfare, transportation and communications personnel, equipment and sup-  
41 plies.

42  
43 **Article VIII - Workers' Compensation and Death Benefits**  
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45 Each signatory shall provide, in accordance with its own laws, for the payment of work-

1 ers' compensation and death benefits to injured members of the emergency forces of that  
2 signatory and to representatives of deceased members of those forces if the members sustain  
3 injuries or are killed while rendering aid to another signatory pursuant to this arrangement,  
4 in the same manner and on the same terms as if the injury or death were sustained within  
5 their own jurisdiction.

6  
7 **Article IX - Reimbursement**  
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9 A signatory rendering aid to another signatory pursuant to this arrangement shall, if  
10 requested, be reimbursed by the signatory receiving the aid for loss or damage to or expense  
11 incurred in the operation of equipment and the provision of service in answering a request  
12 for aid and for the costs incurred in connection with the request. An aiding signatory may  
13 assume in whole or in part loss, damage, expense or other cost or may loan equipment or  
14 donate services to the receiving signatory without charge or cost. Any two or more  
15 signatories may enter into supplementary agreements establishing a different allocation of  
16 costs among those signatories. Benefits under Article VIII of this arrangement are not  
17 reimbursable under this section.

18  
19 **Article X - Evacuation**  
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21 Each signatory shall initiate a process to prepare and maintain plans to facilitate the  
22 movement of and reception of evacuees into its territory or across its territory, according  
23 to its capabilities and powers. The signatory from which the evacuees came shall assume the  
24 ultimate responsibility for the support of the evacuees and, after the termination of the  
25 emergency, for the repatriation of the evacuees.

26  
27 **Article XI - Implementation**  
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29 (1) This arrangement is effective upon its execution or adoption by any two signatories,  
30 and is effective as to any other signatory upon its execution or adoption by that signatory,  
31 subject to approval or authorization by the United States Congress, if required, and subject  
32 to enactment of national, state, provincial or territorial legislation that may be required for  
33 the effectiveness of this arrangement.

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

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

42  
43 **Article XII - Severability**  
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45 This arrangement is construed so as to effectuate the purposes stated in Article I of this

1 **arrangement. If a provision of this arrangement is declared unconstitutional or invalid or**  
2 **inapplicable to any person or circumstances, the validity of the remainder of this arrange-**  
3 **ment to that person or circumstances and the applicability of this arrangement to other**  
4 **persons and circumstances are not affected.**

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6 **Article XIII - Inconsistency of Language**

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