# Chapter 402

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# Emergency Mutual Assistance Agreements


EMERGENCY MUTUAL ASSISTANCE GENERALLY

402.010 Cooperative assistance agreements

402.015 Mutual use of supplies and services

402.020 Reimbursement by state for services provided by local government employees

EMERGENCY MANAGEMENT ASSISTANCE COMPACT

402.100 Short title

402.105 Emergency Management Assistance Compact

INTRASTATE MUTUAL ASSISTANCE COMPACT

402.200 Legislative findings

402.205 Definitions for ORS 402.200 to 402.240

402.210 Local government mutual assistance compact

402.215 Request for assistance

402.220 Resource sharing; procedures and protocols

402.225 Credentials of employee providing assistance

402.230 Reimbursement for assistance; disputes

402.235 Applicable benefits for injuries to employee providing assistance

402.240 Indemnification of employee providing assistance

PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT

402.250 Pacific Northwest Emergency Management Arrangement

402.255 Citation

## EMERGENCY MUTUAL ASSISTANCE GENERALLY

**402.010 Cooperative assistance agreements.** The state, counties and cities may, in collaboration with public and private agencies, enter into cooperative assistance agreements for reciprocal emergency aid and resources. [Formerly 401.480]

**402.015 Mutual use of supplies and services.** In carrying out the provisions of ORS chapter 401, the Governor and the executive officers or governing bodies of the counties and cities may request and utilize the services, equipment, supplies and facilities of existing departments, offices and agencies of the state and of local governments. The officers and personnel of all local government departments, offices and agencies may cooperate with, and extend such services and facilities to the Governor, to the Office of Emergency Management and to emergency management agencies and emergency service agencies upon request. [Formerly 401.490]

**402.020 Reimbursement by state for services provided by local government employees.** The state shall reimburse a local government for the compensation paid and the actual and necessary travel, subsistence and maintenance expenses of employees of the local government while actually serving at the direction of the Governor or the Director of the Office of Emergency Management in a state function or capacity. [Formerly 401.500]

## EMERGENCY MANAGEMENT ASSISTANCE COMPACT

**402.100 Short title.** ORS 402.105 may be cited as the Emergency Management Assistance Compact. [Formerly 401.041]

**402.105 Emergency Management Assistance Compact.** The Governor shall participate on behalf of the State of Oregon with other states legally joining in the compact in a form substantially as follows:

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### EMERGENCY MANAGEMENT ASSISTANCE COMPACT

#### Article I - Purposes and Authorities

This compact is made and entered into by and between the participating member states which enact this compact, hereinafter called party states. For the purposes of this compact, the term "states" is taken to mean the several states, the Commonwealth of Puerto Rico, the District of Columbia, and all U.S. territorial possessions.

The purpose of this compact is to provide for mutual assistance between the states entering into this compact in managing any emergency or disaster that is duly declared by the Governor of the affected state(s), whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack.

This compact shall also provide for mutual cooperation in 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 party states or subdivisions of party states during emergencies, such actions occurring outside actual declared emergency periods. Mutual assistance in this compact may include the use of the states' National Guard forces, either in accordance with the National Guard Mutual Assistance Compact or by mutual agreement between states.

#### Article II - General Implementation

Each party state entering into this compact recognizes many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under this compact. Each state further recognizes that there will be emergencies which require immediate access and present procedures to apply outside resources to make a prompt and effective response to such an emergency. This is because few, if any, individual states have all the resources they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.

The prompt, full, and effective utilization of resources of the participating states, including any resources on hand or available from the Federal Government or any other source, that are essential to the safety, care, and welfare of the people in the event of any emergency or disaster declared by a party state, shall be the underlying principle on which all articles of this compact shall be understood.

On behalf of the Governor of each state participating in the compact, the legally designated state official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate interstate mutual aid plans and procedures necessary to implement this compact.

Article III - Party State Responsibilities

A. It shall be the responsibility of each party state to formulate procedural plans and programs for interstate cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, the party states, insofar as practical, shall:

(1) Review individual state hazards analyses and, to the extent reasonably possible, determine all those potential emergencies the party states might jointly suffer, whether due to natural disaster, technological hazard, man-made disaster, emergency aspects of resource shortages, civil disorders, insurgency, or enemy attack.

(2) Review party states' individual emergency plans and develop a plan which will determine the mechanism for the interstate management and provision of assistance concerning any potential emergency.

(3) Develop interstate procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.

(4) Assist in warning communities adjacent to or crossing the state boundaries.

(5) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.

(6) Inventory and set procedures for the interstate loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness.

(7) Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that restrict the implementation of the above responsibilities.

B. The authorized representative of a party state may request assistance of another party state by contacting the authorized representative of that state. The provisions of this compact shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed including, but not limited to, fire services, law enforcement, 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.

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

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

C. There shall be frequent consultation between state officials who have assigned emergency management responsibilities and other appropriate representatives of the party states with affected jurisdictions and the United States Government, with free exchange of information, plans, and resource records relating to emergency capabilities.

Article IV - Limitations

Any party state requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this compact in accordance with the terms hereof; provided that it is understood that the state rendering aid may withhold resources to the extent necessary to provide reasonable protection for such state. Each party state shall afford to the emergency forces of any party state, while operating within its state limits under the terms and conditions of this compact, the same powers except that of arrest unless specifically authorized by the receiving state, duties, rights, and privileges as are afforded forces of the state in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the state receiving assistance. These conditions may be activated, as needed, only subsequent to a declaration of a state of emergency or disaster by the Governor of the party state that is to receive assistance or upon commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the state of emergency or disaster remains in effect or loaned resources remain in the receiving state(s), whichever is longer.

Article V - Licenses and Permits

Whenever any person holds a license, certificate, or other permit issued by any state party to the compact evidencing the meeting of qualifications for professional, mechanical, or other skills, and when such assistance is requested by the receiving party state, such person shall be deemed licensed, certified, or permitted by the state requesting

assistance to render aid involving such skill to meet a declared emergency or disaster, subject to such limitations and conditions as the Governor of the requesting state may prescribe by executive order or otherwise.

Article VI - Liability

Officers or employees of a party state rendering aid in another state pursuant to this compact shall be considered agents of the requesting state for tort liability and immunity purposes. No party state or its officers or employees rendering aid in another state pursuant to this compact shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

Article VII - Supplementary Agreements

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more states may differ from that among the states that are party hereto, this compact contains elements of a broad base common to all states, and nothing herein shall preclude any state from entering into supplementary agreements with another state or affect any other agreements already in force between states. Supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

Article VIII - Compensation

Each party state shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that state and representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within their own state.

Article IX - Reimbursement

Any party state rendering aid in another state pursuant to this compact shall be reimbursed by the party state receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding party state may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the receiving party state without charge or cost; and provided further, that any two or more party states may enter into supplementary agreements establishing a different allocation of costs among those states. Article VIII expenses shall not be reimbursable under this provision.

Article X - Evacuation

Plans for the orderly evacuation and interstate reception of portions of the civilian population as the result of any emergency or disaster of sufficient proportions to so warrant, shall be worked out and maintained between the party states and the emergency management/services directors of the various jurisdictions where any type of incident requiring evacuations might occur. Such plans shall be put into effect by request of the state from which evacuees come and shall include the manner of transporting such evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies, and all other relevant factors. Such plans shall provide that the party state receiving evacuees and the party state from which the evacuees come shall mutually agree as to reimbursement of out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines and medical care, and like items. Such expenditures shall be reimbursed as agreed by the party state from which the evacuees come. After the termination of the emergency or disaster, the party state from which the evacuees come shall assume the responsibility for the ultimate support of repatriation of such evacuees.

Article XI - Implementation

A. This compact shall become operative immediately upon its enactment into law by any two (2) states; thereafter, this compact shall become effective as to any other state upon its enactment by such state.

B. Any party state may withdraw from this compact by enacting a statute repealing the same, but no such withdrawal shall take effect until 30 days after the Governor of the withdrawing state has given notice in writing of such withdrawal to the Governors of all other party states. Such action shall not relieve the withdrawing state from obligations assumed hereunder prior to the effective date of withdrawal.

C. Duly authenticated copies of this compact and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party states and with the Federal Emergency Management Agency and other appropriate agencies of the United States Government.

Article XII - Validity

This compact shall be construed to effectuate the purposes stated in Article I hereof. If any provision of this compact is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this compact and the applicability thereof to other persons and circumstances shall not be affected thereby.

Article XIII - Additional Provisions

Nothing in this compact shall authorize or permit the use of military force by the National Guard of a state at any place outside that state in any emergency for which the President is authorized by law to call into federal service the militia, or for any purpose for which the use of the Army or the Air Force would in the absence of express statutory authorization be prohibited under 18 U.S.C. 1385.

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[Formerly 401.043]

## INTRASTATE MUTUAL ASSISTANCE COMPACT

**402.200 Legislative findings.** The Legislative Assembly finds that:

(1) In order to minimize the impact of an event that overwhelms the resources of a local government, one local government should be able to make resources available to another local government as quickly as possible.

(2) It is appropriate to establish an efficient and permissive intrastate mutual assistance compact among local governments that will allow local governments maximum flexibility to protect life and property within their jurisdictions. [Formerly 190.155]

**402.205 Definitions for ORS 402.200 to 402.240.** As used in ORS 402.200 to 402.240:

(1) "Event" means an incident that overwhelms or may overwhelm the resources of a local government.

(2) "Local government" has the meaning given that term in ORS 174.116.

(3) "Requesting local government" means a local government that requests assistance from other local governments.

(4) "Resources" means employees, services, equipment and supplies of a responding local government.

(5) "Responding local government" means a local government that has responded to a requesting local government by providing resources. [Formerly 190.156]

**402.210 Local government mutual assistance compact.** (1) There is created an intrastate mutual assistance compact among the local governments within this state.

(2) The compact streamlines the process by which a local government:

(a) Requests assistance from another local government whenever an event occurs; and

(b) Temporarily acquires resources for training, drills or exercises.

(3) The compact does not:

(a) Require a local government to provide resources to a requesting local government.

(b) Preclude a local government from entering into any other agreement with another local government.

(c) Affect any other agreement to which a local government is a party or may become a party. [Formerly 190.158]

**402.215 Request for assistance.** (1) A local government may request assistance to:

(a) Prevent, mitigate, respond to or recover from an event; or

(b) Work on its own or with other local governments in training, drills or exercises.

(2) A request for assistance must be made by or through the presiding officer of the governing body of a requesting local government or the chief executive officer or chief executive officer's designee of the requesting local government.

(3) A request for assistance may be oral or written. If a request is oral, the responding local government must document its response to the requesting local government in writing within 30 days from the date on which the request was made.

(4) Response and the extent of the response are voluntary and may be terminated at any time. [Formerly 190.160]

**402.220 Resource sharing; procedures and protocols.** (1) A responding local government may withhold resources to the extent necessary to provide reasonable protection and services for the responding local government.

(2) For purposes of the operational and tactical objectives required by the requesting local government, the resources of a responding local government are under the direct command and control of the requesting local government.

(3) Unless otherwise directed by the requesting local government:

(a) The employees of the responding local government shall use the standard operating procedures, medical and other protocols and rating procedures used by the responding local government to accomplish the strategic and tactical goals.

(b) The services, equipment and supplies of the responding local government shall be used under the standard operating procedures, medical and other protocols and rating procedures used by the responding local government to accomplish the strategic and tactical goals.

(4) Notwithstanding subsection (2) of this section, employees of the responding local government remain at all times employees of the responding local government and under the ultimate command and control of the responding local government. [Formerly 190.162]

**402.225 Credentials of employee providing assistance.** Subject to any limitations and conditions the governing body of the requesting local government may prescribe, if an employee of a responding local government holds a license, certificate, permit or similar documentation that evidences the employee's qualifications in a professional, technical or other skill, the employee is considered to be licensed, certified or permitted in the jurisdiction of the requesting local government for the duration of the event or the training, drills or exercises. [Formerly 190.164]

**402.230 Reimbursement for assistance; disputes.** (1) The intent of the intrastate mutual assistance compact created under ORS 402.210 is to provide for nonreimbursable assistance to a requesting local government.

(2) Notwithstanding subsection (1) of this section, a responding local government may request reimbursement and a requesting local government may reimburse the responding local government.

(3) A request for reimbursement must be made and agreed to in writing prior to the provision of resources by the responding local government.

(4) If a dispute regarding reimbursement arises between a requesting local government and a responding local government, the involved local governments shall make every effort to resolve the dispute within 30 days of written notice of the dispute given by the local government asserting noncompliance to the other local government.

(5) If the local governments cannot resolve the dispute within 90 days after receipt of the notice of alleged noncompliance, either local government in the dispute may submit the dispute to arbitration under the commercial arbitration rules of the American Arbitration Association. [Formerly 190.166]

**402.235 Applicable benefits for injuries to employee providing assistance.** If a person is an employee of a responding local government and the person sustains injury in the course of providing requested assistance, the person is entitled to all applicable benefits, including workers' compensation, normally available to the employee while performing regular duties for the responding local government. [Formerly 190.168]

**402.240 Indemnification of employee providing assistance.** (1) Assistance rendered by an employee of a responding local government is a governmental function.

(2) Employees of a responding local government are agents of the requesting local government.

(3) The requesting local government shall defend, save harmless and indemnify an employee of a responding local government to the same extent the requesting local government is required to do for its employees as provided in ORS 30.285 and 30.287. [Formerly 190.170]

## PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT

**402.250 Pacific Northwest Emergency Management Arrangement.** 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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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 al-

lowed 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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[2008 c.25 §2]

**402.255 Citation.** (1) ORS 402.250 (1) may be cited as the Pacific Northwest Emergency Management Arrangement.

(2) ORS 402.250 (2) 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) ORS 402.250 (3) may be cited as the Pacific Northwest Emergency Management Arrangement Implementing Procedures or as Annex B to the Pacific Northwest Emergency Management Arrangement. [2008 c.25 §1]