



# Oregon Resource Coordination Assistance Agreement

Implementation Guide  
December 2017

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## INTRODUCTION

It is recognized that emergencies often overwhelm local government capability, transcend jurisdictional boundaries, and that intergovernmental coordination is essential for the protection of lives, property, the environment, and incident stabilization. This cooperation is also essential for the maximum use of available resources. Under the Oregon Resource Coordination Assistance Agreement (ORCAA) member jurisdictions may request assistance from other member jurisdictions to prevent, mitigate, respond to, or recover from an emergency or disaster, or in concert with exercises. Any resource (employees, services, equipment and supplies) of a member jurisdiction may be made available to another member jurisdiction.

Pursuant to ORS 402.200, ORCAA is composed of and may be described as:

- Guidelines and procedures for implementing ORCAA
- Actions taken in requesting aid for an emergency or disaster
- Actions taken in responding to a request for aid

*Note: ORCAA provides no immunity, rights or privileges to individuals who respond to an emergency who are not requested and authorized to respond by member jurisdictions, in accordance with ORS 402.200.*

## SYSTEM MEMBERSHIP, PARTICIPATION AND WITHDRAWAL

Pursuant to ORS 402.200, the state (as defined in ORS 174.111) and every local government (as defined in ORS 174.116) of the state is automatically a participant in ORCAA. Participation in the system does not preclude member jurisdictions from entering into other agreements with other political subdivisions or Tribal Governments, to the extent provided by law. Participation does not supersede or affect any other agreement to which a political subdivision is a party or may become a party.

A tribal government (as defined in ORS 401.305) may become a participant upon adoption by the tribal government of a resolution declaring the tribe's desire to be a member jurisdiction and intent to comply with the provisions of the ORS 402.200, and the guidelines and procedures adopted by the Oregon OEM. Participation becomes official upon receipt by the Oregon Office of Emergency Management (OEM) of a copy of the resolution.

Participants (other than the state) may elect to withdraw from or not participate in the system, but only by adopting a resolution or ordinance declaring those intentions. Withdrawal becomes official upon receipt of a copy of the resolution or ordinance by the Oregon OEM.

Attachment 1 contains a current list of participants who have opted in. Attachment 2 contains a current list of participants who have opted out.

## BASIC PROVISIONS

### 1. LIMITATION ON AID

Providing resources in accordance with ORCAA is completely voluntary. There is no expectation that a participant provides assistance or resources to a requesting participant, unless that is required under another agreement.

### 2. REQUEST FOR ASSISTANCE

Requests for assistance shall be made by or through:

- The presiding officer of the governing body of the member jurisdiction, or
- The chief executive officer of a member jurisdiction, or
- The officer's designee(s)

Each jurisdiction shall determine who is authorized to request assistance or respond to requests for assistance using ORCAA.

Resource requests will contain the following information, at a minimum:

- Incident name, tracking number, and date and time of request
- Name, title, and contact information for the person placing the resource request
- Name, title, and contact information for the person authorizing the request
- Resource information, as applicable:
  - S** – Size of resource
  - A** – Amount/Quantity of resource
  - L** – Location for resource to report/be delivered
  - T** – Type of resource needed
  - T** – Time for resource to report/be delivered and duration of the assignment
- Resource assignment details including:
  - Mission description
  - Event description
  - Licensing, credentials, or certification requirements
  - Operating environment and conditions
  - Contact name, information to whom the resource will report
  - How resources will be directed
  - Communications protocols
  - Other mission-essential information

Resource requests can be made directly to other participants, through the Oregon OEM, or using a combined approach. For example, a participant may request a resource:

- From another participant directly via email, telephone, or other means
- From several surrounding jurisdictions via email, telephone, or other means
- By posting the request to OpsCenter
- By requesting OEM disseminate the request state-wide

**A request does not constitute an agreement to provide or accept resources under ORCAA.** A request is simply an inquiry as to (or in regard to) the availability of a resource from ORCAA participants. Further coordination and authorization must occur before an agreement under ORCAA is reached.

Requests and deployment coordination may be made verbally or in writing. If verbal requests lead to deployments under ORCAA, the agreement shall be committed to writing within 30 days of the date on which the verbal agreement was made. However, it is recommended that the written agreement be made concurrently with the verbal request and deployment coordination, or at the earliest possible time immediately following. If reimbursement is expected, it must be agreed to in writing by both participants prior to deploying resources. This written agreement could be as formal as an ORCAA Request Form (ORF) signed by both parties, or as informal as an email from the responding participant stating reimbursement will be expected, and acknowledged and agreed to by the requesting participant. This should be followed by the ORF as soon as possible.

The ORCAA Request Form (ORF) (Attachment 3) is to be utilized for this process.

### 3. NEGOTIATION AND DEPLOYMENT COORDINATION

Consideration of requests and deployment coordination shall be made by or through:

- The presiding officers of the governing bodies of the member jurisdictions, or
- The chief executive officers of a member jurisdictions, or
- The officer's designee(s)

Upon receiving a request for assistance, participant's officers and/or their designees should consider the request, determine availability, and respond to the requesting party if they are able to fulfill the request. If a participant is able to fulfill the request it shall provide the following minimum information, in the form of an offer of assistance:

- Variations from the original request, if any
- Estimated cost of fulfilling the request<sup>1</sup>, if any
- Logistical requirements for the resource, if any
- Estimated travel time from home base to designated reporting location

All resource deployments under ORCAA shall be reported to the Oregon OEM as soon as practical to be included in an annual review of the efficacy of the Agreement. This is accomplished by adding a copy of each completed ORF to OpsCenter. The Oregon OEM

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<sup>1</sup> A jurisdiction requesting aid under ORCAA deserves a timely, good-faith effort by other member jurisdictions to estimate the cost of fulfilling the request. The costs that are typically estimated in the negotiation/coordination phase include fully-loaded personnel and contract costs, travel, lodging, meals or per diem costs, and equipment operation, maintenance, and/or rental costs. The estimates should be based on known rates for the resources and existing jurisdictional procedures for reimbursement. An attachment to the ORCAA Request Form (ORF) provides a worksheet for estimating the cost. If a member jurisdiction intends to donate all or part of the cost of providing assistance it can be indicated verbally and on the ORF.

does not need to approve deployments for which the Oregon OEM is not a requesting or responding participant. Cities acting as a requesting or responding participant should notify their respective county of the use of ORCAA as soon as practical to assist in maintaining a common operating picture. Additionally, jurisdictions should work within an established command and control structure to ensure resources are being properly tracked and accounted for in accordance with the National Incident Management System.

#### 4. CONTROL OF RESOURCES

Participant's resources (employees, services, equipment and supplies) are subject to the following conditions when deployed under ORCAA:

- **Participant resources remain under the command and administrative control of the responding participant** for purposes that include standard operating procedures, medical direction and other protocols
- The responding participant is responsible for tracking the resource's progress from the point of departure through arrival at the designated reporting location
- Upon check-in at the designated reporting location, resources deployed under ORCAA shall fall under the operational and tactical control of the appropriate officials of the requesting participant
- The requesting participant is responsible for directing, maintaining accountability for, and ensuring the well-being of resources deployed under ORCAA throughout the duration of the deployment
- When the resource is no longer needed and the requesting participant has given a reasonable time for resource rehabilitation and is safe to travel, it will be promptly and safely demobilized
- The requesting participant is responsible for providing demobilization instructions even if a written demobilization plan has not been developed
- Upon notification that a resource is to be demobilized, the responding participant (home) jurisdiction shall track the resource's progress from the time it is released through arrival at home base

#### 5. PORTABILITY OF BONA FIDES

If a person holds a license, credential, certificate, permit or similar documentation that evidences the person's qualifications in a professional, mechanical or other skill, and the person is deployed under ORCAA, the person is:

- Considered to be licensed, credentialed, certified, permitted or otherwise documented in the requesting participant's jurisdiction for the time the resource is supporting the emergency, disaster or exercises
- This provision is subject to legal limitations or conditions that may be prescribed by the governing body or chief executive officer, or their designee, of the requesting participant



## 6. BENEFITS

If a person is an employee of a responding participant under ORCAA and the person sustains injury in the course of providing the assistance, the person is entitled to all applicable benefits, including workers' compensation benefits that are normally available to the person as an employee of the participant that employs the person. If a person sustains injury that results in death, the person's estate shall receive additional state and federal benefits that may be available for death in the line of duty.

## 7. LIABILITY

Except as provided in Section 8 of ORS 402.200, a person responding to a request for assistance by a participant and who is under the operational control of that participant is considered for the purposes of liability to be an employee of the requesting participant.

## 8. REIMBURSEMENT

Responding participants may decide not to request reimbursement, instead deciding to donate all or a portion of the cost of the assistance to the requesting member jurisdiction. For example, a participant may only seek to recoup extra-budgetary or replacement costs associated with providing assistance.

The ORS 402.200 states that a requesting participant shall reimburse, to the extent permitted by law, each participant who responds to a request for assistance and renders aid under ORCAA. As a general guideline, reimbursable costs are those that would normally be submitted for reimbursement and considered eligible as emergency costs under disaster assistance programs.

Reimbursement shall be for actual expenses incurred in rendering assistance pursuant to the actual agreement to provide assistance. Expenses that are typically considered reimbursable include:

- Personnel and contract costs
- Travel and lodging costs
- Costs for meals or per diem
- Equipment rental, maintenance and operating costs
- Costs to repair or replace equipment damaged during the assignment
- Portal-to-Portal travel costs
- Costs to replace consumable materials and supplies used during the assignment

The requesting participant is responsible for the timely reimbursement of all eligible agreed upon expenses incurred by the responding participant. Reimbursement shall not be requested for costs that will be recouped through normal insurance mechanisms. Reimbursement should be made directly from the requesting participant to the responding participant, and will not pass through the Oregon OEM.

## 9. DISPUTE RESOLUTION

If a dispute regarding reimbursement arises between a requesting participant and a responding participant under ORCAA, they shall make every effort to resolve the dispute within thirty (30) days of written notice of the dispute given by the member jurisdiction raising the dispute to the other member jurisdiction. If the dispute is not resolved within ninety (90) days from the date of the written notice, either participant may submit the dispute to arbitration under the commercial arbitration rules of the American Arbitration Association.

### EMERGENCY MANAGEMENT ASSISTANCE COMPACT (EMAC)

ORCAA is closely tied to the State of Oregon's participation in the Emergency Management Assistance Compact (EMAC) for the seamless escalation of disaster response and execution of national mutual aid. Resource requests that are not filled through the use of ORCAA may be filled through the use of EMAC. The Oregon OEM will work with participants to utilize EMAC if resources are not available via ORCAA.

### MAINTENANCE AND TRACKING USE OF THE AGREEMENT

Resource deployments under ORCAA shall be reported to the Oregon OEM for inclusion in the annual review of the agreement.

An annual review will be facilitated by the Oregon OEM to review effectiveness.

Day-to-day management and administration of ORCAA shall be done by the Oregon OEM.

Points of Contact:

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ATTACHMENT 1 LIST OF CURRENT ORCAA OPT INS

<b>PARTICIPANT</b>	<b>DATE OF ACTION</b>	<b>NAME OF REPRESENTATIVE</b>

ATTACHMENT 2 LIST OF CURRENT ORCAA OPT OUTS

<b>PARTICIPANT</b>	<b>DATE OF ACTION</b>	<b>NAME OF REPRESENTATIVE</b>



ATTACHMENT 3 ORCAA REQUEST FORM (ORF)

Oregon Resource Coordination Assistance Agreement (ORCAA) Request Form (ORF)

OERS # + ORCAA Tracking #

Event Name

Date and Time of Request  Check if Verbal

Requesting Participant

Responding Participant

Name

Name

Title

Title

Organization

Organization

Contact Information

Contact Information

Resource Request (use one form per resource type)

Resources Offered

Size

Size

Amount/Quantity

Amount/Quantity

Location and person(s) to report/deliver to and contact information

Location and person(s) to report/deliver to and contact information

Type of resource(s)

Type of resource(s)

Time to report/deliver and duration of assignment

Time reporting/delivering and duration available

Assignment Details

Offer Details

Incident Description

Estimated cost of fulfilling request (See attached ORF Cost Worksheet)

Other mission critical information

Logistical requirements and estimated travel time

Operating environment/conditions

Required licenses, credentials, etc

Agreement

An authorized offer of assistance accepted by an officer or designee of the requesting participant constitutes an agreement under ORCAA. If reimbursement is expected, the requesting participant agrees to reimburse associated eligible costs as agreed. The authorized signatures below reflect the agreement.

Signature of Authorized Requesting Participant and Date:

Signature of Authorized Responding Participant and Date:

**Senate Bill 62**

**AN ACT**

Relating to intrastate mutual assistance; amending ORS 402.200, 402.205, 402.210, 402.215, 402.220, 402.225, 402.230, 402.235 and 402.240.

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

**SECTION 1.**

402.200. The Legislative Assembly finds that:

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

(2) It is appropriate to establish an efficient and permissive intrastate mutual assistance agreement among government entities that will allow entities maximum flexibility to protect life and property within their jurisdictions.

**SECTION 2.**

402.205. As used in ORS 402.200 to 402.240:

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

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

(3) "Participant" means the state or a local or tribal government that participates in the Oregon Resource Coordination Assistance Agreement.

(4) "Requesting participant" means a participant that requests assistance from other participants.

(5) "Resources" means employees, services, equipment and supplies of a responding participant.

(6) "Responding participant" means a participant that has responded to a requesting participant by providing resources.

(7) "State government" has the meaning given that term in ORS 174.111.

(8) "Tribal government" has the meaning given that term in ORS 401.305.

**SECTION 3.**

402.210.

(1) There is created an intrastate mutual agreement called the Oregon Resource Coordination Assistance Agreement.

(2)(a) The state government and, except as provided in this subsection, each local government is a participant in the agreement.

(b) A local government may opt out of participation in the agreement by adopting a resolution or ordinance so declaring and transmitting a copy of the resolution or ordinance to the Director of the Office of Emergency Management.

(c) An opt-out by a local government under this subsection is effective upon receipt by the director of a copy of the resolution or ordinance.

(3)(a) A tribal government is not a participant in the agreement unless it opts in as described in this subsection.

## ATTACHMENT 4 OREGON RESOURCE COORDINATION ASSISTANCE AGREEMENT

(b) A tribal government may opt in to participation in the agreement by adopting a resolution so declaring and transmitting the resolution to the Director of the Office of Emergency Management.

(c) An opt-in by a tribal government is effective upon receipt by the director of a copy of the resolution.

(4) The agreement streamlines the process by which a participant:

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

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

(5) The agreement does not:

(a) Require a participant to provide resources to a requesting participant.

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

(c) Affect any other agreement to which a participant is a party or may become a party.

(6) The Office of Emergency Management shall develop, adopt and disseminate:

(a) Guidelines and procedures for requesting and providing assistance under the agreement;

(b) Requirements for recordkeeping by participants; and

(c) Other procedures and guidelines that the office considers necessary to implement the agreement in an effective and efficient manner.

### **SECTION 4.**

402.215.

(1) A participant may request assistance to:

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

(b) Work on its own or with other participants 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 participant or the chief executive officer of the requesting participant, or a designee of the presiding officer or chief executive officer.

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

(4) A response to a request for assistance is voluntary and may be terminated at any time.

### **SECTION 5.**

402.220.

(1) A responding participant may withhold resources to the extent necessary to provide reasonable protection and services for the responding participant.

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

(3) Unless otherwise directed by the requesting participant:

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



## ATTACHMENT 4 OREGON RESOURCE COORDINATION ASSISTANCE AGREEMENT

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

(4) Notwithstanding subsection (2) of this section, employees of the responding participant remain at all times employees of the responding participant and under the ultimate command and control of the responding participant.

### **SECTION 6.**

402.225. Subject to any limitations and conditions the governing body of the requesting participant may prescribe, if an employee of a responding participant 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 participant for the duration of the event or the training, drills or exercises.

### **SECTION 7.**

402.230.

(1) The intent of the intrastate mutual assistance agreement created under ORS 402.210 is to provide for non-reimbursable assistance to a requesting participant.

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

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

(4) Request and provision of reimbursement are the sole responsibility of the requesting and responding participants. The Office of Emergency Management is not responsible for requesting or providing reimbursement unless the office is a requesting or responding participant.

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

(6) If the participants cannot resolve the dispute within 90 days after receipt of the notice of alleged noncompliance, either participant in the dispute may submit the dispute to arbitration under the commercial arbitration rules of the American Arbitration Association.

### **SECTION 8.**

402.235. If a person is an employee of a responding participant 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 participant.

### **SECTION 9.**

402.240.

(1) Assistance rendered by an employee of a responding participant is a governmental function.

ATTACHMENT 4 OREGON RESOURCE COORDINATION ASSISTANCE AGREEMENT

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

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

## ATTACHMENT 5 EMERGENCY MANAGEMENT ASSISTANCE COMPACT

### **2015 ORS 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:

#### 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.

## ATTACHMENT 5 EMERGENCY MANAGEMENT ASSISTANCE 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

## ATTACHMENT 5 EMERGENCY MANAGEMENT ASSISTANCE COMPACT

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 Agreement

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

## ATTACHMENT 5 EMERGENCY MANAGEMENT ASSISTANCE COMPACT

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

## ATTACHMENT 5 EMERGENCY MANAGEMENT ASSISTANCE COMPACT

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.