

Example of Interstate Compact

Interstate Earthquake Compact of [Year]—The Legislature of the State of [Name] hereby ratifies a compact on behalf of the state of [Name] with any other state legally joining therein in the form substantially as follows:

Article I. Purpose

The purpose of this compact is to develop plans and advise on earthquake risk reduction and management programs, emergency response measures, and earthquake recovery plans of member states, and facilitate mutual aid in the member states, and establish a central repository of standardized information, including resources in the multi-state area that might be needed in a major earthquake. The full, immediate, and effective utilization of the resources of the respective states, including such resources as may be available from the United States government or any other source, is necessary to provide needed short-term earthquake disaster assistance to states requesting aid. These resources shall be incorporated into a plan or plans of mutual aid to be developed among the appropriate agencies of states that are parties to this compact. These agencies shall develop and follow procedures designed to assure the maintenance of resource inventories and the exchange of information about earthquake risk reduction disaster response and recovery. It is the policy of the party states to carry out this compact in a spirit of cooperation to provide the most effective earthquake risk reduction and management program.

Article II. Intrastate Planning

Each party state shall have the duty to formulate earthquake risk reduction and response and recovery plans and programs within such state. There shall be frequent

consultation between the representatives of such states and within the United States government and the free exchange of relief plans and information, including inventories of any material and equipment available for response to earthquake emergencies. To this end, each state will maintain standardized data which will establish a comprehensive listing of all resources within the (number)-state region that might be needed to formulate plans during an earthquake disaster. The inventory will be shared equitably among the party states in the event of an earthquake or other emergency, recognizing each state's primary responsibility to assist and protect its residents. Each party state shall also share any available information on earthquake forecasts and reports of seismic activity.

Article III. Responsibilities Of States

Whenever the governor of a party state requests aid from the governor of another party state pursuant to this compact in coping with an earthquake emergency, the requested state shall make available all possible aid to the requesting state consonant with the maintenance of protection for its residents and the policies stated in Article I.

Article IV. Reciprocity

Whenever the officers or employees of any party state are rendering aid in another state pursuant to the request of another party state under this compact, those officers or employees shall, while under the direction of the authorities of the state to which they are rendering aid, have the same powers, duties, rights, privileges, and immunities as comparable officers and employees of the state to which they are rendering aid. Any person holding a license, certificate or other permit issued by any state, demonstrating the meeting of qualifications for professional, mechanical, or other skills may render aid involving such skill in any party state to meet an earthquake emergency, and the state in

which aid is rendered shall give due recognition of such license, certificate, or other permit as if issued in the state in which aid is rendered.

Article V. Immunity

No party state or its officers, employees or other persons, certified by party states pursuant to agreed upon criteria and procedures for certification, rendering aid in another state pursuant to this compact shall be liable on account of any act or omission in good faith on their part while so engaged, or on account of maintenance or use of any equipment or supplies in connection therewith.

Article VI. Supplementary Agreements

Nothing in this agreement precludes any state from entering into supplementary agreements with another state or states for the undertaking of mutual aid and exchange of information in the event of an earthquake emergency. These supplementary agreements may comprehend, but are not 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, equipment and supplies.

Article VII. Compensation

Each party state shall provide compensation and death benefits to its injured officers, employees or other persons certified by party states, pursuant to agreed upon criteria and procedures for certification and the representatives of deceased officers, employees and other certified persons in case officers, employees or certified persons sustain injuries or death while rendering aid in another state pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within the state by or in which the officer, employee or certified person was regularly employed.

Article VIII. 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 answering a request for aid, and for the cost of all materials, transportation, wages, salaries and maintenance of officers, employees and equipment incurred in connection with such request, including amounts paid under Article VII, provided that nothing herein contained shall prevent any assisting party state from assuming such loss, damage, expense or other cost or from loaning such equipment or from donating such services to the receiving party state without charge or cost. Any two (2) or more party states may enter into supplementary agreements establishing a different allocation of costs as among those states. The United States government may relieve the party state receiving aid from any liability and reimburse the party state rendering aid for loss, damage or expense incurred within the terms of this article.

Article IX. Evacuation Plans

Plans for the orderly evacuation and reception of the civilian population as the result of an earthquake emergency shall be worked out from time to time between representatives of the party states. Such plans 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. The plans must provide that the party state receiving evacuees shall be reimbursed generally for the out-of-pocket expenses incurred in receiving and caring for the evacuees, for the expenditures and transportation, food, clothing, medicines and medical care and like items. These expenditures shall be reimbursed by the party state of which the evacuees are residents or by the United States government under plans approved by it. The party state of which the evacuees are residents shall assume the responsibility for the ultimate support or repatriation of such evacuees.

Article X. Availability

Any state of the United States shall be eligible to become party to this compact. As to any eligible party state, this compact shall become effective when its legislature shall have enacted it into law, provided, that it shall not become initially effective until enacted into law by two (2) party states.

Article XI. Withdrawal

Any party state may withdraw from this compact by enacting a statute repealing the same, but no such withdrawal shall become effective until ninety (90) days after the governor of the withdrawing state shall have sent formal notice in writing to the governor of each other party state informing the governors of the action of the legislature in repealing the compact and declaring an intention to withdraw. A withdrawing state shall be liable for any obligations which it may have incurred on account of its party status up to the

effective date of withdrawal, except that if the withdrawing state has specifically undertaken or committed itself to any performance of an obligation extending beyond the effective date of withdrawal it shall remain liable to the extent of such obligation.

Article XII. Severability

This compact is to be construed to effectuate the purposes stated in Article. 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 is not to be affected by it.

(This interstate compact is modeled upon the one ratified by the State of Tennessee in connection with its membership in the Central United States Earthquake Consortium.)