

Calendar No. 211

107TH CONGRESS
1ST SESSION

S. J. RES. 12

Granting the consent of Congress to the International Emergency
Management Assistance Memorandum of Understanding.

IN THE SENATE OF THE UNITED STATES

MARCH 28, 2001

Mr. SMITH of New Hampshire (for himself, Mr. LIEBERMAN, Mr. LEAHY, Mr. JEFFORDS, Mr. CHAFEE, and Mr. GREGG) introduced the following joint resolution; which was read twice and referred to the Committee on the Judiciary

OCTOBER 31, 2001

Reported by Mr. LEAHY, without amendment

JOINT RESOLUTION

Granting the consent of Congress to the International Emergency Management Assistance Memorandum of Understanding.

1 *Resolved by the Senate and House of Representatives*

2 *of the United States of America in Congress assembled,*

3 **SECTION 1. CONGRESSIONAL CONSENT.**

4 Congress consents to the International Emergency

5 Management Assistance Memorandum of Understanding

6 entered into between the States of Maine, New Hamp-

1 shire, Vermont, Massachusetts, Rhode Island, and Con-
 2 necticut and the Provinces of Quebec, New Brunswick,
 3 Prince Edward Island, Nova Scotia and Newfoundland.

4 The compact is substantially as follows:

5 **“Article I—International Emergency Management As-**
 6 **sistance Memorandum of Understanding**
 7 **Purpose and Authorities**

8 “The International Emergency Management Assist-
 9 ance Memorandum of Understanding, hereinafter referred
 10 to as the ‘compact,’ is made and entered into by and
 11 among such of the jurisdictions as shall enact or adopt
 12 this compact, hereinafter referred to as ‘party jurisdic-
 13 tions.’ For the purposes of this agreement, the term ‘juris-
 14 dictions’ may include any or all of the States of Maine,
 15 New Hampshire, Vermont, Massachusetts, Rhode Island,
 16 and Connecticut and the Provinces of Quebec, New Bruns-
 17 wick, Prince Edward Island, Nova Scotia and Newfound-
 18 land, and such other states and provinces as may hereafter
 19 become a party to this compact.

20 “The purpose of this compact is to provide for the
 21 possibility of mutual assistance among the jurisdictions
 22 entering into this compact in managing any emergency or
 23 disaster when the affected jurisdiction or jurisdictions ask
 24 for assistance, whether arising from natural disaster, tech-

1 nological hazard, manmade disaster or civil emergency as-
2 pects of resources shortages.

3 “‘This compact also provides for the process of plan-
4 ning mechanisms among the agencies responsible and for
5 mutual cooperation, including, if need be, emergency-re-
6 lated exercises, testing, or other training activities using
7 equipment and personnel simulating performance of any
8 aspect of the giving and receiving of aid by party jurisdic-
9 tions or subdivisions of party jurisdictions during emer-
10 gencies, with such actions occurring outside actual de-
11 clared emergency periods. Mutual assistance in this com-
12 pact may include the use of emergency forces by mutual
13 agreement among party jurisdictions.

14 **“Article II—General Implementation**

15 “Each party jurisdiction entering into this compact
16 recognizes that many emergencies may exceed the capa-
17 bilities of a party jurisdiction and that intergovernmental
18 cooperation is essential in such circumstances. Each juris-
19 diction further recognizes that there will be emergencies
20 that may require immediate access and present procedures
21 to apply outside resources to make a prompt and effective
22 response to such an emergency because few, if any, indi-
23 vidual jurisdictions have all the resources they need in all
24 types of emergencies or the capability of delivering re-
25 sources to areas where emergencies exist.

1 “The prompt, full, and effective utilization of re-
2 sources of the participating jurisdictions, including any re-
3 sources on hand or available from any other source that
4 are essential to the safety, care, and welfare of the people
5 in the event of any emergency or disaster, shall be the
6 underlying principle on which all articles of this compact
7 are understood.

8 “On behalf of the party jurisdictions participating in
9 the compact, the legally designated official who is assigned
10 responsibility for emergency management is responsible
11 for formulation of the appropriate inter-jurisdictional mu-
12 tual aid plans and procedures necessary to implement this
13 compact, and for recommendations to the jurisdiction con-
14 cerned with respect to the amendment of any statutes,
15 regulations, or ordinances required for that purpose.

16 **“Article III—Party Jurisdiction Responsibilities**

17 “(a) FORMULATE PLANS AND PROGRAMS.—It is the
18 responsibility of each party jurisdiction to formulate pro-
19 cedural plans and programs for inter-jurisdictional co-
20 operation in the performance of the responsibilities listed
21 in this section. In formulating and implementing such
22 plans and programs the party jurisdictions, to the extent
23 practical, shall—

24 “(1) review individual jurisdiction hazards anal-
25 yses that are available and, to the extent reasonably

1 possible, determine all those potential emergencies
2 the party jurisdictions might jointly suffer, whether
3 due to natural disaster, technological hazard, man-
4 made disaster or emergency aspects of resource
5 shortages;

6 “(2) initiate a process to review party jurisdic-
7 tions’ individual emergency plans and develop a plan
8 that will determine the mechanism for the inter-ju-
9 risdictional cooperation;

10 “(3) develop inter-jurisdictional procedures to
11 fill any identified gaps and to resolve any identified
12 inconsistencies or overlaps in existing or developed
13 plans;

14 “(4) assist in warning communities adjacent to
15 or crossing jurisdictional boundaries;

16 “(5) protect and ensure delivery of services,
17 medicines, water, food, energy and fuel, search and
18 rescue, and critical lifeline equipment, services and
19 resources, both human and material to the extent
20 authorized by law;

21 “(6) inventory and agree upon procedures for
22 the inter-jurisdictional loan and delivery of human
23 and material resources, together with procedures for
24 reimbursement or forgiveness; and

1 “(7) provide, to the extent authorized by law,
2 for temporary suspension of any statutes or ordi-
3 nances, over which the province or state has jurisdic-
4 tion, that impede the implementation of the respon-
5 sibilities described in this subsection.

6 “(b) REQUEST ASSISTANCE.—The authorized rep-
7 resentative of a party jurisdiction may request assistance
8 of another party jurisdiction by contacting the authorized
9 representative of that jurisdiction. These provisions only
10 apply to requests for assistance made by and to authorized
11 representatives. Requests may be verbal or in writing. If
12 verbal, the request must be confirmed in writing within
13 15 days of the verbal request. Requests must provide the
14 following information:

15 “(1) A description of the emergency service
16 function for which assistance is needed and of the
17 mission or missions, including but not limited to fire
18 services, emergency medical, transportation, commu-
19 nications, public works and engineering, building in-
20 spection, planning and information assistance, mass
21 care, resource support, health and medical services,
22 and search and rescue.

23 “(2) The amount and type of personnel, equip-
24 ment, materials, and supplies needed and a reason-

1 able estimate of the length of time they will be need-
2 ed.

3 “(3) The specific place and time for staging of
4 the assisting party’s response and a point of contact
5 at the location.

6 “(c) CONSULTATION AMONG PARTY JURISDICTION
7 OFFICIALS.—There shall be frequent consultation among
8 the party jurisdiction officials who have assigned emer-
9 gency management responsibilities, such officials collec-
10 tively known hereinafter as the International Emergency
11 Management Group, and other appropriate representa-
12 tives of the party jurisdictions with free exchange of infor-
13 mation, plans, and resource records relating to emergency
14 capabilities to the extent authorized by law.

15 **“Article IV—Limitation**

16 “Any party jurisdiction requested to render mutual
17 aid or conduct exercises and training for mutual aid shall
18 undertake to respond as soon as possible, except that it
19 is understood that the jurisdiction rendering aid may with-
20 hold or recall resources to the extent necessary to provide
21 reasonable protection for that jurisdiction. Each party ju-
22 risdiction shall afford to the personnel of the emergency
23 forces of any party jurisdiction, while operating within its
24 jurisdictional limits under the terms and conditions of this
25 compact and under the operational control of an officer

1 of the requesting party, the same powers, duties, rights,
2 privileges, and immunities as are afforded similar or like
3 forces of the jurisdiction in which they are performing
4 emergency services. Emergency forces continue under the
5 command and control of their regular leaders, but the or-
6 ganizational units come under the operational control of
7 the emergency services authorities of the jurisdiction re-
8 ceiving assistance. These conditions may be activated, as
9 needed, by the jurisdiction that is to receive assistance or
10 upon commencement of exercises or training for mutual
11 aid and continue as long as the exercises or training for
12 mutual aid are in progress, the emergency or disaster re-
13 mains in effect or loaned resources remain in the receiving
14 jurisdiction or jurisdictions, whichever is longer. The re-
15 ceiving jurisdiction is responsible for informing the assist-
16 ing jurisdictions of the specific moment when services will
17 no longer be required.

18 **“Article V—Licenses and Permits**

19 “Whenever a person holds a license, certificate, or
20 other permit issued by any jurisdiction party to the com-
21 pact evidencing the meeting of qualifications for profes-
22 sional, mechanical, or other skills, and when such assist-
23 ance is requested by the receiving party jurisdiction, such
24 person is deemed to be licensed, certified, or permitted by
25 the jurisdiction requesting assistance to render aid involv-

1 ing such skill to meet an emergency or disaster, subject
2 to such limitations and conditions as the requesting juris-
3 diction prescribes by Executive order or otherwise.

4 **“Article VI—Liability**

5 “Any person or entity of a party jurisdiction ren-
6 dering aid in another jurisdiction pursuant to this compact
7 are considered agents of the requesting jurisdiction for
8 tort liability and immunity purposes. Any person or entity
9 rendering aid in another jurisdiction pursuant to this com-
10 pact are not liable on account of any act or omission in
11 good faith on the part of such forces while so engaged
12 or on account of the maintenance or use of any equipment
13 or supplies in connection therewith. Good faith in this arti-
14 cle does not include willful misconduct, gross negligence,
15 or recklessness.

16 **“Article VII—Supplementary Agreements**

17 “Because it is probable that the pattern and detail
18 of the machinery for mutual aid among 2 or more jurisdic-
19 tions may differ from that among the jurisdictions that
20 are party to this compact, this compact contains elements
21 of a broad base common to all jurisdictions, and nothing
22 in this compact precludes any jurisdiction from entering
23 into supplementary agreements with another jurisdiction
24 or affects any other agreements already in force among
25 jurisdictions. Supplementary agreements may include, but

1 are not limited to, provisions for evacuation and reception
2 of injured and other persons and the exchange of medical,
3 fire, public utility, reconnaissance, welfare, transportation
4 and communications personnel, equipment, and supplies.

5 **“Article VIII—Workers’ Compensation and Death**
6 **Benefits**

7 “Each party jurisdiction shall provide, in accordance
8 with its own laws, for the payment of workers’ compensa-
9 tion and death benefits to injured members of the emer-
10 gency forces of that jurisdiction and to representatives of
11 deceased members of those forces if the members sustain
12 injuries or are killed while rendering aid pursuant to this
13 compact, in the same manner and on the same terms as
14 if the injury or death were sustained within their own ju-
15 risdiction.

16 **“Article IX—Reimbursement**

17 “Any party jurisdiction rendering aid in another ju-
18 risdiction pursuant to this compact shall, if requested, be
19 reimbursed by the party jurisdiction receiving such aid for
20 any loss or damage to, or expense incurred in, the oper-
21 ation of any equipment and the provision of any service
22 in answering a request for aid and for the costs incurred
23 in connection with those requests. An aiding party juris-
24 diction may assume in whole or in part any such loss,
25 damage, expense, or other cost or may loan such equip-

1 ment or donate such services to the receiving party juris-
 2 diction without charge or cost. Any 2 or more party juris-
 3 dictions may enter into supplementary agreements estab-
 4 lishing a different allocation of costs among those jurisdic-
 5 tions. Expenses under article VIII are not reimbursable
 6 under this section.

7 **“Article X—Evacuation**

8 “Each party jurisdiction shall initiate a process to
 9 prepare and maintain plans to facilitate the movement of
 10 and reception of evacuees into its territory or across its
 11 territory, according to its capabilities and powers. The
 12 party jurisdiction from which the evacuees came shall as-
 13 sume the ultimate responsibility for the support of the
 14 evacuees, and after the termination of the emergency or
 15 disaster, for the repatriation of such evacuees.

16 **“Article XI—Implementation**

17 “(a) This compact is effective upon its execution or
 18 adoption by any 2 jurisdictions, and is effective as to any
 19 other jurisdiction upon its execution or adoption thereby:
 20 subject to approval or authorization by the United States
 21 Congress, if required, and subject to enactment of provin-
 22 cial or State legislation that may be required for the effec-
 23 tiveness of the Memorandum of Understanding.

24 “(b) Any party jurisdiction may withdraw from this
 25 compact, but the withdrawal does not take effect until 30

1 days after the governor or premier of the withdrawing ju-
2 risdiction has given notice in writing of such withdrawal
3 to the governors or premiers of all other party jurisdic-
4 tions. The action does not relieve the withdrawing jurisdic-
5 tion from obligations assumed under this compact prior
6 to the effective date of withdrawal.

7 “(c) Duly authenticated copies of this compact in the
8 French and English languages and of such supplementary
9 agreements as may be entered into shall, at the time of
10 their approval, be deposited with each of the party juris-
11 dictions.

12 **“Article XII—Severability**

13 “This compact is construed to effectuate the purposes
14 stated in Article I. If any provision of this compact is de-
15 clared unconstitutional or the applicability of the compact
16 to any person or circumstances is held invalid, the validity
17 of the remainder of this compact and the applicability of
18 the compact to other persons and circumstances are not
19 affected.

20 **“Article XIII—Consistency of Language**

21 “The validity of the arrangements and agreements
22 consented to in this compact shall not be affected by any
23 insubstantial difference in form or language as may be
24 adopted by the various states and provinces.

1 **“Article XIV—Amendment**

2 “‘This compact may be amended by agreement of the
3 party jurisdictions.’”.

4 **SEC. 2. INCONSISTENCY OF LANGUAGE.**

5 The validity of the arrangements consented to by this
6 Act shall not be affected by any insubstantial difference
7 in their form or language as adopted by the States and
8 provinces.

9 **SEC. 3. RIGHT TO ALTER, AMEND, OR REPEAL.**

10 The right to alter, amend, or repeal this Act is hereby
11 expressly reserved.

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