

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-
7 shire, Vermont, Massachusetts, Rhode Island, and Con-
8 necticut and the Provinces of Quebec, New Brunswick,
9 Prince Edward Island, Nova Scotia and Newfoundland.
10 The compact is substantially as follows:

11 **“Article I—International Emergency Management As-**
12 **sistance Memorandum of Understanding**
13 **Purpose and Authorities**

14 “The International Emergency Management Assist-
15 ance Memorandum of Understanding, hereinafter referred
16 to as the ‘compact,’ is made and entered into by and

1 among such of the jurisdictions as shall enact or adopt
2 this compact, hereinafter referred to as ‘party jurisdic-
3 tions.’ For the purposes of this agreement, the term ‘juris-
4 dictions’ may include any or all of the States of Maine,
5 New Hampshire, Vermont, Massachusetts, Rhode Island,
6 and Connecticut and the Provinces of Quebec, New Bruns-
7 wick, Prince Edward Island, Nova Scotia and Newfound-
8 land, and such other states and provinces as may hereafter
9 become a party to this compact.

10 “The purpose of this compact is to provide for the
11 possibility of mutual assistance among the jurisdictions
12 entering into this compact in managing any emergency or
13 disaster when the affected jurisdiction or jurisdictions ask
14 for assistance, whether arising from natural disaster, tech-
15 nological hazard, manmade disaster or civil emergency as-
16 pects of resources shortages.

17 “This compact also provides for the process of plan-
18 ning mechanisms among the agencies responsible and for
19 mutual cooperation, including, if need be, emergency-re-
20 lated exercises, testing, or other training activities using
21 equipment and personnel simulating performance of any
22 aspect of the giving and receiving of aid by party jurisdic-
23 tions or subdivisions of party jurisdictions during emer-
24 gencies, with such actions occurring outside actual de-
25 clared emergency periods. Mutual assistance in this com-

1 pact may include the use of emergency forces by mutual
2 agreement among party jurisdictions.

3 **“Article II—General Implementation**

4 “Each party jurisdiction entering into this compact
5 recognizes that many emergencies may exceed the capa-
6 bilities of a party jurisdiction and that intergovernmental
7 cooperation is essential in such circumstances. Each juris-
8 diction further recognizes that there will be emergencies
9 that may require immediate access and present procedures
10 to apply outside resources to make a prompt and effective
11 response to such an emergency because few, if any, indi-
12 vidual jurisdictions have all the resources they need in all
13 types of emergencies or the capability of delivering re-
14 sources to areas where emergencies exist.

15 “The prompt, full, and effective utilization of re-
16 sources of the participating jurisdictions, including any re-
17 sources on hand or available from any other source that
18 are essential to the safety, care, and welfare of the people
19 in the event of any emergency or disaster, shall be the
20 underlying principle on which all articles of this compact
21 are understood.

22 “On behalf of the party jurisdictions participating in
23 the compact, the legally designated official who is assigned
24 responsibility for emergency management is responsible
25 for formulation of the appropriate inter-jurisdictional mu-

1 tual aid plans and procedures necessary to implement this
 2 compact, and for recommendations to the jurisdiction con-
 3 cerned with respect to the amendment of any statutes,
 4 regulations, or ordinances required for that purpose.

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

6 “(a) FORMULATE PLANS AND PROGRAMS.—It is the
 7 responsibility of each party jurisdiction to formulate pro-
 8 cedural plans and programs for inter-jurisdictional co-
 9 operation in the performance of the responsibilities listed
 10 in this section. In formulating and implementing such
 11 plans and programs the party jurisdictions, to the extent
 12 practical, shall—

13 “(1) review individual jurisdiction hazards anal-
 14 yses that are available and, to the extent reasonably
 15 possible, determine all those potential emergencies
 16 the party jurisdictions might jointly suffer, whether
 17 due to natural disaster, technological hazard, man-
 18 made disaster or emergency aspects of resource
 19 shortages;

20 “(2) initiate a process to review party jurisdic-
 21 tions’ individual emergency plans and develop a plan
 22 that will determine the mechanism for the inter-ju-
 23 risdictional cooperation;

24 “(3) develop inter-jurisdictional procedures to
 25 fill any identified gaps and to resolve any identified

1 inconsistencies or overlaps in existing or developed
2 plans;

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

5 “(5) protect and ensure delivery of services,
6 medicines, water, food, energy and fuel, search and
7 rescue, and critical lifeline equipment, services and
8 resources, both human and material to the extent
9 authorized by law;

10 “(6) inventory and agree upon procedures for
11 the inter-jurisdictional loan and delivery of human
12 and material resources, together with procedures for
13 reimbursement or forgiveness; and

14 “(7) provide, to the extent authorized by law,
15 for temporary suspension of any statutes or ordi-
16 nances, over which the province or state has jurisdic-
17 tion, that impede the implementation of the respon-
18 sibilities described in this subsection.

19 “(b) REQUEST ASSISTANCE.—The authorized rep-
20 resentative of a party jurisdiction may request assistance
21 of another party jurisdiction by contacting the authorized
22 representative of that jurisdiction. These provisions only
23 apply to requests for assistance made by and to authorized
24 representatives. Requests may be verbal or in writing. If
25 verbal, the request must be confirmed in writing within

1 15 days of the verbal request. Requests must provide the
2 following information:

3 “(1) A description of the emergency service
4 function for which assistance is needed and of the
5 mission or missions, including but not limited to fire
6 services, emergency medical, transportation, commu-
7 nications, public works and engineering, building in-
8 spection, planning and information assistance, mass
9 care, resource support, health and medical services,
10 and search and rescue.

11 “(2) The amount and type of personnel, equip-
12 ment, materials, and supplies needed and a reason-
13 able estimate of the length of time they will be need-
14 ed.

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

18 “(c) CONSULTATION AMONG PARTY JURISDICTION
19 OFFICIALS.—There shall be frequent consultation among
20 the party jurisdiction officials who have assigned emer-
21 gency management responsibilities, such officials collec-
22 tively known hereinafter as the International Emergency
23 Management Group, and other appropriate representa-
24 tives of the party jurisdictions with free exchange of infor-

1 mation, plans, and resource records relating to emergency
2 capabilities to the extent authorized by law.

3 **“Article IV—Limitation**

4 “Any party jurisdiction requested to render mutual
5 aid or conduct exercises and training for mutual aid shall
6 undertake to respond as soon as possible, except that it
7 is understood that the jurisdiction rendering aid may with-
8 hold or recall resources to the extent necessary to provide
9 reasonable protection for that jurisdiction. Each party ju-
10 risdiction shall afford to the personnel of the emergency
11 forces of any party jurisdiction, while operating within its
12 jurisdictional limits under the terms and conditions of this
13 compact and under the operational control of an officer
14 of the requesting party, the same powers, duties, rights,
15 privileges, and immunities as are afforded similar or like
16 forces of the jurisdiction in which they are performing
17 emergency services. Emergency forces continue under the
18 command and control of their regular leaders, but the or-
19 ganizational units come under the operational control of
20 the emergency services authorities of the jurisdiction re-
21 ceiving assistance. These conditions may be activated, as
22 needed, by the jurisdiction that is to receive assistance or
23 upon commencement of exercises or training for mutual
24 aid and continue as long as the exercises or training for
25 mutual aid are in progress, the emergency or disaster re-

1 mains in effect or loaned resources remain in the receiving
2 jurisdiction or jurisdictions, whichever is longer. The re-
3 ceiving jurisdiction is responsible for informing the assist-
4 ing jurisdictions of the specific moment when services will
5 no longer be required.

6 **“Article V—Licenses and Permits**

7 “Whenever a person holds a license, certificate, or
8 other permit issued by any jurisdiction party to the com-
9 pact evidencing the meeting of qualifications for profes-
10 sional, mechanical, or other skills, and when such assist-
11 ance is requested by the receiving party jurisdiction, such
12 person is deemed to be licensed, certified, or permitted by
13 the jurisdiction requesting assistance to render aid involv-
14 ing such skill to meet an emergency or disaster, subject
15 to such limitations and conditions as the requesting juris-
16 diction prescribes by Executive order or otherwise.

17 **“Article VI—Liability**

18 “Any person or entity of a party jurisdiction ren-
19 dering aid in another jurisdiction pursuant to this compact
20 are considered agents of the requesting jurisdiction for
21 tort liability and immunity purposes. Any person or entity
22 rendering aid in another jurisdiction pursuant to this com-
23 pact are not liable on account of any act or omission in
24 good faith on the part of such forces while so engaged
25 or on account of the maintenance or use of any equipment

1 or supplies in connection therewith. Good faith in this arti-
2 cle does not include willful misconduct, gross negligence,
3 or recklessness.

4 **“Article VII—Supplementary Agreements**

5 “Because it is probable that the pattern and detail
6 of the machinery for mutual aid among 2 or more jurisdic-
7 tions may differ from that among the jurisdictions that
8 are party to this compact, this compact contains elements
9 of a broad base common to all jurisdictions, and nothing
10 in this compact precludes any jurisdiction from entering
11 into supplementary agreements with another jurisdiction
12 or affects any other agreements already in force among
13 jurisdictions. Supplementary agreements may include, but
14 are not limited to, provisions for evacuation and reception
15 of injured and other persons and the exchange of medical,
16 fire, public utility, reconnaissance, welfare, transportation
17 and communications personnel, equipment, and supplies.

18 **“Article VIII—Workers’ Compensation and Death** 19 **Benefits**

20 “Each party jurisdiction shall provide, in accordance
21 with its own laws, for the payment of workers’ compensa-
22 tion and death benefits to injured members of the emer-
23 gency forces of that jurisdiction and to representatives of
24 deceased members of those forces if the members sustain
25 injuries or are killed while rendering aid pursuant to this

1 compact, in the same manner and on the same terms as
2 if the injury or death were sustained within their own ju-
3 risdiction.

4 **“Article IX—Reimbursement**

5 “Any party jurisdiction rendering aid in another ju-
6 risdiction pursuant to this compact shall, if requested, be
7 reimbursed by the party jurisdiction receiving such aid for
8 any loss or damage to, or expense incurred in, the oper-
9 ation of any equipment and the provision of any service
10 in answering a request for aid and for the costs incurred
11 in connection with those requests. An aiding party juris-
12 diction may assume in whole or in part any such loss,
13 damage, expense, or other cost or may loan such equip-
14 ment or donate such services to the receiving party juris-
15 diction without charge or cost. Any 2 or more party juris-
16 dictions may enter into supplementary agreements estab-
17 lishing a different allocation of costs among those jurisdic-
18 tions. Expenses under article VIII are not reimbursable
19 under this section.

20 **“Article X—Evacuation**

21 “Each party jurisdiction shall initiate a process to
22 prepare and maintain plans to facilitate the movement of
23 and reception of evacuees into its territory or across its
24 territory, according to its capabilities and powers. The
25 party jurisdiction from which the evacuees came shall as-

1 sume the ultimate responsibility for the support of the
2 evacuees, and after the termination of the emergency or
3 disaster, for the repatriation of such evacuees.

4 **“Article XI—Implementation**

5 “(a) This compact is effective upon its execution or
6 adoption by any 2 jurisdictions, and is effective as to any
7 other jurisdiction upon its execution or adoption thereby:
8 subject to approval or authorization by the United States
9 Congress, if required, and subject to enactment of provin-
10 cial or State legislation that may be required for the effec-
11 tiveness of the Memorandum of Understanding.

12 “(b) Any party jurisdiction may withdraw from this
13 compact, but the withdrawal does not take effect until 30
14 days after the governor or premier of the withdrawing ju-
15 risdiction has given notice in writing of such withdrawal
16 to the governors or premiers of all other party jurisdic-
17 tions. The action does not relieve the withdrawing jurisdic-
18 tion from obligations assumed under this compact prior
19 to the effective date of withdrawal.

20 “(c) Duly authenticated copies of this compact in the
21 French and English languages and of such supplementary
22 agreements as may be entered into shall, at the time of
23 their approval, be deposited with each of the party juris-
24 dictions.

1 **“Article XII—Severability**

2 “This compact is construed to effectuate the purposes
3 stated in Article I. If any provision of this compact is de-
4 clared unconstitutional or the applicability of the compact
5 to any person or circumstances is held invalid, the validity
6 of the remainder of this compact and the applicability of
7 the compact to other persons and circumstances are not
8 affected.

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

10 “The validity of the arrangements and agreements
11 consented to in this compact shall not be affected by any
12 insubstantial difference in form or language as may be
13 adopted by the various states and provinces.

14 **“Article XIV—Amendment**

15 “This compact may be amended by agreement of the
16 party jurisdictions.”.

17 **SEC. 2. INCONSISTENCY OF LANGUAGE.**

18 The validity of the arrangements consented to by this
19 Act shall not be affected by any insubstantial difference
20 in their form or language as adopted by the States and
21 provinces.

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

2 The right to alter, amend, or repeal this Act is hereby
3 expressly reserved.

Passed the Senate October 2, 2007.

Attest:

Secretary.

110TH CONGRESS
1ST SESSION

S. J. RES. 13

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Memorandum of Understanding.