Granting the consent of Congress to the State and Province Emergency Management Assistance Memorandum of Understanding.

IN THE SENATE OF THE UNITED STATES

JUNE 14, 2012

Mr. KOHL (for himself and Mr. HOEVEN) introduced the following joint resolution; which was read twice and referred to the Committee on the Judiciary

JOINT RESOLUTION

Granting the consent of Congress to the State and Province Emergency Management Assistance Memorandum of Understanding.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. CONGRESSIONAL CONSENT.

Congress consents to the State and Province Emergency Management Assistance Memorandum of Understanding entered into between States of Illinois, Indiana, Ohio, Michigan, Minnesota, Montana, North Dakota, Pennsylvania, New York, and Wisconsin, and the Cana-
dian Provinces of Alberta, Manitoba, Ontario, and Saskatchewean. The compact is substantially as follows:

"ARTICLE I—PURPOSE AND AUTHORITIES

"The State and Province Emergency Management Assistance Memorandum of Understanding, hereinafter referred to as the ‘compact’, is made and entered into by and among such of the jurisdictions as shall enact or adopt this compact, hereinafter referred to as ‘participating jurisdictions’. For the purposes of this compact, the term ‘jurisdictions’ may include any or all of the States of Illinois, Indiana, Ohio, Michigan, Minnesota, Montana, North Dakota, Pennsylvania, New York, and Wisconsin, and the Canadian Provinces of Alberta, Manitoba, Ontario, and Saskatchewan, and such other States and provinces as may hereafter become a party to this compact. The term ‘States’ means the several States, the Commonwealth of Puerto Rico, the District of Columbia, and all territorial possessions of the United States. The term ‘Province’ means the 10 political units of government within Canada.

"The purpose of this compact is to provide for the possibility of mutual assistance among the participating jurisdictions in managing any emergency or disaster when the affected jurisdiction or jurisdictions ask for assistance, whether arising from natural disaster, technological haz-
ard, manmade disaster or civil emergency aspects of resources shortages.

“This compact also provides for the process of planning mechanisms among the agencies responsible and for mutual cooperation, including civil emergency preparedness exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by participating jurisdictions or subdivisions of participating jurisdictions during emergencies, with such actions occurring outside emergency periods.

“ARTICLE II—GENERAL IMPLEMENTATION

“Each participating jurisdiction entering into this compact recognizes that many emergencies may exceed the capabilities of a participating jurisdiction and that intergovernmental cooperation is essential in such circumstances. Each participating jurisdiction further recognizes that there will be emergencies that may require immediate access and present procedures to apply outside resources to make a prompt and effective response to such an emergency because few, if any, individual jurisdictions have all the resources they need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.
“On behalf of the participating jurisdictions in the compact, the legally designated official who is assigned re-
sponsibility for emergency management is responsible for
formulation of the appropriate inter-jurisdictional mutual
aid plans and procedures necessary to implement this com-
 pact, and for recommendations to the participating juris-
diction concerned with respect to the amendment of any
statutes, regulations, or ordinances required for that pur-
pose.

“ARTICLE III—PARTICIPATING JURISDICTION
RESPONSIBILITIES

“(a) FORMULATE PLANS AND PROGRAMS.—It is the
responsibility of each participating jurisdiction to formu-
late procedural plans and programs for inter-jurisdictional
cooperation in the performance of the responsibilities list-
ed in this section. In formulating and implementing such
plans and programs the participating jurisdictions, to the
extent practical, may—

“(1) share and review individual jurisdiction
hazards analyses that are available and determine all
those potential emergencies the participating juris-
dictions might jointly suffer, whether due to natural
disaster, technological hazard, man-made disaster or
emergency aspects of resource shortages;
“(2) share emergency operations plans, procedures, and protocols established by each of the participating jurisdictions before entering into this compact;

“(3) share policies and procedures for resource mobilization, tracking, demobilization, and reimbursement;

“(4) consider joint planning, training, and exercises;

“(5) assist with alerts, notifications, and warnings for communities adjacent to or crossing participating jurisdiction boundaries;

“(6) consider procedures to facilitate the movement of evacuees, refugees, civil emergency personnel, equipment, or other resources into or across boundaries, 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 jurisdictions; and

“(7) provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that impeded the implementation of responsibilities described in this section.

“(b) REQUEST ASSISTANCE.—The authorized representative of a participating jurisdiction may request as-
sistance of another participating jurisdiction by contacting the authorized representative of that jurisdiction. These provisions only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 15 days of the verbal request. Requests must provide the following information:

“(1) 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.

“(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 participating jurisdictions’s response and a point of contact at the location.

“(c) Consultation Among Participating Jurisdiction Officials.—There shall be periodic consultation
among the authorized representatives who have assigned
emergency management responsibilities.

“ARTICLE IV—LIMITATION

“It is recognized that any participating jurisdiction
that agrees to render mutual aid or conduct exercises and
training for mutual aid will respond as soon as possible.
It is also recognized that the participating jurisdiction ren-
dering aid may withhold or recall resources to provide rea-
sonable protection for itself, at its discretion. To the ex-
tent authorized by law, each participating jurisdiction will
afford to the personnel of the emergency contingent of any
other participating jurisdiction while operating within its
jurisdiction limits under the terms and conditions of this
agreement and under the operational control of an officer
of the requesting participating jurisdiction the same treat-
ment as is afforded similar or like human resources of the
participating jurisdiction in which they are performing
emergency services. Staff comprising the emergency con-
tingent continue under the command and control of their
regular leaders but the organizational units come under
the operational control of the emergency services authori-
ties of the participating jurisdiction receiving assistance.
These conditions may be activated, as needed, by the par-
ticipating jurisdiction 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 particip-
ating jurisdictions, whichever is longer. The receiving
participating jurisdiction is responsible for informing the
assisting participating jurisdiction when services will no
longer be required.

"ARTICLE V—LICENSES AND PERMITS

"Whenever a person holds a license, certificate, or
other permit issued by any participating jurisdiction evi-
dencing the meeting of qualifications for professional, me-
chanical, or other skills, and when such assistance is re-
quired by the receiving participating jurisdiction, such
person is deemed to be licensed, certified, or permitted by
the jurisdiction requesting assistance to render aid involv-
ing such skill to meet an emergency or disaster, subject
to such limitations and conditions as the requesting juris-
diction prescribes by Executive order or otherwise.

"ARTICLE VI—LIABILITY

"Any person or entity of a participating jurisdiction
rendering aid in another jurisdiction pursuant to this com-
 pact is considered an agent of the requesting jurisdiction
for tort liability and immunity purposes. Any person or
entity rendering aid in another jurisdiction pursuant to
this compact is not liable on account of any act or omis-
tion 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 does not include willful misconduct, gross negligence, or recklessness.

"ARTICLE VII—SUPPLEMENTARY AGREEMENTS"

"Because it is probable that the pattern and detail of the compact for mutual aid among 2 or more participating jurisdictions may differ from that among the participating jurisdictions that are party to this compact, this compact contains elements of a broad base common to all participating jurisdictions, and nothing in this compact precludes any participating jurisdiction from entering into supplementary agreements with another jurisdiction or affects any other agreements already in force among participating jurisdictions.

"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 participating jurisdiction shall provide, in accordance with its own laws, for the payment of workers’
compensation and death benefits to injured members of
the emergency contingent of that participating jurisdiction
and to representatives of deceased members of those forces
if the members sustain injuries or are killed while ren-
dering aid pursuant to this compact, in the same manner
and on the same terms as if the injury or death were sus-
tained within their own jurisdiction.

“ARTICLE IX—REIMBURSEMENT

“Any participating jurisdiction rendering aid in an-
other jurisdiction pursuant to this compact shall, if re-
quested, be reimbursed by the participating jurisdiction
receiving such aid for any loss or damage to, or expense
incurred in, the operation of any equipment and the provi-
sion of any service in answering a request for aid and for
the costs incurred in connection with those requests. An
aiding participating jurisdiction may assume in whole or
in part any such loss, damage, expense, or other cost or
may loan such equipment or donate such services to the
receiving participating jurisdiction without charge or cost.

Any 2 or more participating jurisdictions may enter into
supplementary agreements establishing a different alloca-
tion of costs among those jurisdictions. Expenses under
article VIII are not reimbursable under this section.
“ARTICLE X—IMPLEMENTATION

“(a) This compact is effective upon its execution or adoption by any 1 State and 1 province, and is effective as to any other jurisdiction upon its execution or adoption thereby: subject to approval or authorization by the United States Congress, if required, and subject to enactment of provincial or State legislation that may be required for the effectiveness of the Memorandum of Understanding.

“(b) Additional jurisdictions may participate in this compact upon execution or adoption thereof.

“(c) Any participating jurisdiction may withdraw from this compact, but the withdrawal does not take effect until 30 days after the governor or premier of the withdrawing jurisdiction has given notice in writing of such withdrawal to the governors or premiers of all other participating jurisdictions. The action does not relieve the withdrawing jurisdiction from obligations assumed under this compact prior to the effective date of withdrawal.

“(d) Duly authenticated copies of this compact in the French and English languages and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the participating jurisdictions.
“ARTICLE XI—SEVERABILITY

“This compact is construed to effectuate the purposes stated in Article I. If any provision of this compact is declared unconstitutional or the applicability of the compact to any person or circumstances is held invalid, the validity of the remainder of this compact and the applicability of the compact to other persons and circumstances are not affected.

“ARTICLE XII—CONSISTENCY OF LANGUAGE

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

SEC. 2. INCONSISTENCY OF LANGUAGE.

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

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

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