

112TH CONGRESS
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S. J. RES. 44

IN THE HOUSE OF REPRESENTATIVES

SEPTEMBER 14, 2012

Referred to the Committee on Foreign Affairs

JOINT RESOLUTION

Granting the consent of Congress to the State and Province
Emergency Management Assistance Memorandum of Un-
derstanding.

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 State and Province Emer-
5 gency Management Assistance Memorandum of Under-
6 standing entered into between States of Illinois, Indiana,
7 Ohio, Michigan, Minnesota, Montana, North Dakota,
8 Pennsylvania, New York, and Wisconsin, and the Cana-
9 dian Provinces of Alberta, Manitoba, Ontario, and Sas-
10 katchewan. The compact is substantially as follows:

1 “ARTICLE I—PURPOSE AND AUTHORITIES

2 “The State and Province Emergency Management
3 Assistance Memorandum of Understanding, hereinafter
4 referred to as the ‘compact’, is made and entered into by
5 and among such of the jurisdictions as shall enact or
6 adopt this compact, hereinafter referred to as ‘partici-
7 pating jurisdictions’. For the purposes of this compact, the
8 term ‘jurisdictions’ may include any or all of the States
9 of Illinois, Indiana, Ohio, Michigan, Minnesota, Montana,
10 North Dakota, Pennsylvania, New York, and Wisconsin,
11 and the Canadian Provinces of Alberta, Manitoba, On-
12 tario, and Saskatchewan, and such other States and prov-
13 inces as may hereafter become a party to this compact.
14 The term ‘States’ means the several States, the Common-
15 wealth of Puerto Rico, the District of Columbia, and all
16 territorial possessions of the United States. The term
17 ‘Province’ means the 10 political units of government
18 within Canada.

19 “The purpose of this compact is to provide for the
20 possibility of mutual assistance among the participating
21 jurisdictions in managing any emergency or disaster when
22 the affected jurisdiction or jurisdictions ask for assistance,
23 whether arising from natural disaster, technological haz-
24 ard, manmade disaster or civil emergency aspects of re-
25 sources shortages.

1 “This compact also provides for the process of plan-
2 ning mechanisms among the agencies responsible and for
3 mutual cooperation, including civil emergency prepared-
4 ness exercises, testing, or other training activities using
5 equipment and personnel simulating performance of any
6 aspect of the giving and receiving of aid by participating
7 jurisdictions or subdivisions of participating jurisdictions
8 during emergencies, with such actions occurring outside
9 emergency periods.

10 “ARTICLE II—GENERAL IMPLEMENTATION

11 “Each participating jurisdiction entering into this
12 compact recognizes that many emergencies may exceed the
13 capabilities of a participating jurisdiction and that inter-
14 governmental cooperation is essential in such cir-
15 cumstances. Each participating jurisdiction further recog-
16 nizes that there will be emergencies that may require im-
17 mediate access and present procedures to apply outside
18 resources to make a prompt and effective response to such
19 an emergency because few, if any, individual jurisdictions
20 have all the resources they need in all types of emergencies
21 or the capability of delivering resources to areas where
22 emergencies exist.

23 “On behalf of the participating jurisdictions in the
24 compact, the legally designated official who is assigned re-
25 sponsibility for emergency management is responsible for

1 formulation of the appropriate inter-jurisdictional mutual
 2 aid plans and procedures necessary to implement this com-
 3 pact, and for recommendations to the participating juris-
 4 diction concerned with respect to the amendment of any
 5 statutes, regulations, or ordinances required for that pur-
 6 pose.

7 “ARTICLE III—PARTICIPATING JURISDICTION
 8 RESPONSIBILITIES

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

16 “(1) share and review individual jurisdiction
 17 hazards analyses that are available and determine all
 18 those potential emergencies the participating juris-
 19 dictions might jointly suffer, whether due to natural
 20 disaster, technological hazard, man-made disaster or
 21 emergency aspects of resource shortages;

22 “(2) share emergency operations plans, proce-
 23 dures, and protocols established by each of the par-
 24 ticipating jurisdictions before entering into this com-
 25 pact;

1 “(3) share policies and procedures for resource
2 mobilization, tracking, demobilization, and reim-
3 bursement;

4 “(4) consider joint planning, training, and exer-
5 cises;

6 “(5) assist with alerts, notifications, and warn-
7 ings for communities adjacent to or crossing partici-
8 pating jurisdiction boundaries;

9 “(6) consider procedures to facilitate the move-
10 ment of evacuees, refugees, civil emergency per-
11 sonnel, equipment, or other resources into or across
12 boundaries, or to a designated staging area when it
13 is agreed that such movement or staging will facili-
14 tate civil emergency operations by the affected or
15 participating jurisdictions; and

16 “(7) provide, to the extent authorized by law,
17 for temporary suspension of any statutes or ordi-
18 nances that impeded the implementation of respon-
19 sibilities described in this section.

20 “(b) REQUEST ASSISTANCE.—The authorized rep-
21 resentative of a participating jurisdiction may request as-
22 sistance of another participating jurisdiction by contacting
23 the authorized representative of that jurisdiction. These
24 provisions only apply to requests for assistance made by
25 and to authorized representatives. Requests may be verbal

1 or in writing. If verbal, the request must be confirmed in
2 writing within 15 days of the verbal request. Requests
3 must provide the following information:

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

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

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

19 “(c) CONSULTATION AMONG PARTICIPATING JURIS-
20 DICTION OFFICIALS.—There shall be periodic consultation
21 among the authorized representatives who have assigned
22 emergency management responsibilities.

23 “ARTICLE IV—LIMITATION

24 “It is recognized that any participating jurisdiction
25 that agrees to render mutual aid or conduct exercises and

1 training for mutual aid will respond as soon as possible.
2 It is also recognized that the participating jurisdiction ren-
3 dering aid may withhold or recall resources to provide rea-
4 sonable protection for itself, at its discretion. To the ex-
5 tent authorized by law, each participating jurisdiction will
6 afford to the personnel of the emergency contingent of any
7 other participating jurisdiction while operating within its
8 jurisdiction limits under the terms and conditions of this
9 agreement and under the operational control of an officer
10 of the requesting participating jurisdiction the same treat-
11 ment as is afforded similar or like human resources of the
12 participating jurisdiction in which they are performing
13 emergency services. Staff comprising the emergency con-
14 tingent continue under the command and control of their
15 regular leaders but the organizational units come under
16 the operational control of the emergency services authori-
17 ties of the participating jurisdiction receiving assistance.
18 These conditions may be activated, as needed, by the par-
19 ticipating jurisdiction that is to receive assistance or upon
20 commencement of exercises or training for mutual aid and
21 continue as long as the exercises or training for mutual
22 aid are in progress, the emergency or disaster remains in
23 effect or loaned resources remain in the receiving partici-
24 pating jurisdictions, whichever is longer. The receiving
25 participating jurisdiction is responsible for informing the

1 assisting participating jurisdiction when services will no
 2 longer be required.

3 “ARTICLE V—LICENSES AND PERMITS

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

14 “ARTICLE VI—LIABILITY

15 “Any person or entity of a participating jurisdiction
 16 rendering aid in another jurisdiction pursuant to this com-
 17 pact is considered an agent of the requesting jurisdiction
 18 for tort liability and immunity purposes. Any person or
 19 entity rendering aid in another jurisdiction pursuant to
 20 this compact is not liable on account of any act or omis-
 21 sion in good faith on the part of such forces while so en-
 22 gaged or on account of the maintenance or use of any
 23 equipment or supplies in connection therewith. Good faith
 24 in this article does not include willful misconduct, gross
 25 negligence, or recklessness.

“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.

19 “Each participating jurisdiction shall provide, in ac-
20 cordance with its own laws, for the payment of workers’
21 compensation and death benefits to injured members of
22 the emergency contingent of that participating jurisdiction
23 and to representatives of deceased members of those forces
24 if the members sustain injuries or are killed while ren-
25 dering aid pursuant to this compact, in the same manner

1 and on the same terms as if the injury or death were sus-
 2 tained within their own jurisdiction.

3 “ARTICLE IX—REIMBURSEMENT

4 “Any participating jurisdiction rendering aid in an-
 5 other jurisdiction pursuant to this compact shall, if re-
 6 quested, be reimbursed by the participating jurisdiction
 7 receiving such aid for any loss or damage to, or expense
 8 incurred in, the operation of any equipment and the provi-
 9 sion of any service in answering a request for aid and for
 10 the costs incurred in connection with those requests. An
 11 aiding participating jurisdiction may assume in whole or
 12 in part any such loss, damage, expense, or other cost or
 13 may loan such equipment or donate such services to the
 14 receiving participating jurisdiction without charge or cost.
 15 Any 2 or more participating jurisdictions may enter into
 16 supplementary agreements establishing a different alloca-
 17 tion of costs among those jurisdictions. Expenses under
 18 article VIII are not reimbursable under this section.

19 “ARTICLE X—IMPLEMENTATION

20 “(a) This compact is effective upon its execution or
 21 adoption by any 1 State and 1 province, and is effective
 22 as to any other jurisdiction upon its execution or adoption
 23 thereby: subject to approval or authorization by the
 24 United States Congress, if required, and subject to enact-
 25 ment of provincial or State legislation that may be re-

1 quired for the effectiveness of the Memorandum of Under-
2 standing.

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

5 “(c) Any participating jurisdiction may withdraw
6 from this compact, but the withdrawal does not take effect
7 until 30 days after the governor or premier of the with-
8 drawing jurisdiction has given notice in writing of such
9 withdrawal to the governors or premiers of all other par-
10 ticipating jurisdictions. The action does not relieve the
11 withdrawing jurisdiction from obligations assumed under
12 this compact prior to the effective date of withdrawal.

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

18 “ARTICLE XI—SEVERABILITY

19 “This compact is construed to effectuate the purposes
20 stated in Article I. If any provision of this compact is de-
21 clared unconstitutional or the applicability of the compact
22 to any person or circumstances is held invalid, the validity
23 of the remainder of this compact and the applicability of
24 the compact to other persons and circumstances are not
25 affected.

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

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

Attest: NANCY ERICKSON,
Secretary.