

# S. J. RES. 44

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## 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:

11               “ARTICLE I—PURPOSE AND AUTHORITIES

12               “The State and Province Emergency Management  
13       Assistance Memorandum of Understanding, hereinafter  
14       referred to as the ‘compact’, is made and entered into by  
15       and among such of the jurisdictions as shall enact or  
16       adopt this compact, hereinafter referred to as ‘partici-

1 pating jurisdictions'. For the purposes of this compact, the  
2 term 'jurisdictions' may include any or all of the States  
3 of Illinois, Indiana, Ohio, Michigan, Minnesota, Montana,  
4 North Dakota, Pennsylvania, New York, and Wisconsin,  
5 and the Canadian Provinces of Alberta, Manitoba, On-  
6 tario, and Saskatchewan, and such other States and prov-  
7 inces as may hereafter become a party to this compact.  
8 The term 'States' means the several States, the Common-  
9 wealth of Puerto Rico, the District of Columbia, and all  
10 territorial possessions of the United States. The term  
11 'Province' means the 10 political units of government  
12 within Canada.

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

20        "This compact also provides for the process of plan-  
21 ning mechanisms among the agencies responsible and for  
22 mutual cooperation, including civil emergency prepared-  
23 ness exercises, testing, or other training activities using  
24 equipment and personnel simulating performance of any  
25 aspect of the giving and receiving of aid by participating

1 jurisdictions or subdivisions of participating jurisdictions  
2 during emergencies, with such actions occurring outside  
3 emergency periods.

4 “ARTICLE II—GENERAL IMPLEMENTATION

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

17 “On behalf of the participating jurisdictions in the  
18 compact, the legally designated official who is assigned re-  
19 sponsibility for emergency management is responsible for  
20 formulation of the appropriate inter-jurisdictional mutual  
21 aid plans and procedures necessary to implement this com-  
22 pact, and for recommendations to the participating juris-  
23 diction concerned with respect to the amendment of any  
24 statutes, regulations, or ordinances required for that pur-  
25 pose.

1           “ARTICLE III—PARTICIPATING JURISDICTION  
2                           RESPONSIBILITIES

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

10               “(1) share and review individual jurisdiction  
11 hazards analyses that are available and determine all  
12 those potential emergencies the participating juris-  
13 dictions might jointly suffer, whether due to natural  
14 disaster, technological hazard, man-made disaster or  
15 emergency aspects of resource shortages;

16               “(2) share emergency operations plans, proce-  
17 dures, and protocols established by each of the par-  
18 ticipating jurisdictions before entering into this com-  
19 pact;

20               “(3) share policies and procedures for resource  
21 mobilization, tracking, demobilization, and reim-  
22 bursement;

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

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

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

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

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

24                 “(1) A description of the emergency service  
25                 function for which assistance is needed and of the

1 mission or missions, including but not limited to fire  
2 services, emergency medical, transportation, commu-  
3 nications, public works and engineering, building in-  
4 spection, planning and information assistance, mass  
5 care, resource support, health and medical services,  
6 and search and rescue.

7 “(2) The amount and type of personnel, equip-  
8 ment, materials, and supplies needed and a reason-  
9 able estimate of the length of time they will be need-  
10 ed.

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

14 “(c) CONSULTATION AMONG PARTICIPATING JURIS-  
15 DICTION OFFICIALS.—There shall be periodic consultation  
16 among the authorized representatives who have assigned  
17 emergency management responsibilities.

18 “ARTICLE IV—LIMITATION

19 “It is recognized that any participating jurisdiction  
20 that agrees to render mutual aid or conduct exercises and  
21 training for mutual aid will respond as soon as possible.  
22 It is also recognized that the participating jurisdiction ren-  
23 dering aid may withhold or recall resources to provide rea-  
24 sonable protection for itself, at its discretion. To the ex-  
25 tent authorized by law, each participating jurisdiction will

1 afford to the personnel of the emergency contingent of any  
2 other participating jurisdiction while operating within its  
3 jurisdiction limits under the terms and conditions of this  
4 agreement and under the operational control of an officer  
5 of the requesting participating jurisdiction the same treat-  
6 ment as is afforded similar or like human resources of the  
7 participating jurisdiction in which they are performing  
8 emergency services. Staff comprising the emergency con-  
9 tingent continue under the command and control of their  
10 regular leaders but the organizational units come under  
11 the operational control of the emergency services authori-  
12 ties of the participating jurisdiction receiving assistance.  
13 These conditions may be activated, as needed, by the par-  
14 ticipating jurisdiction that is to receive assistance or upon  
15 commencement of exercises or training for mutual aid and  
16 continue as long as the exercises or training for mutual  
17 aid are in progress, the emergency or disaster remains in  
18 effect or loaned resources remain in the receiving partici-  
19 pating jurisdictions, whichever is longer. The receiving  
20 participating jurisdiction is responsible for informing the  
21 assisting participating jurisdiction when services will no  
22 longer be required.

23           “ARTICLE V—LICENSES AND PERMITS

24           “Whenever a person holds a license, certificate, or  
25 other permit issued by any participating jurisdiction evi-

1 dencing the meeting of qualifications for professional, me-  
2 chanical, or other skills, and when such assistance is re-  
3 quested by the receiving participating jurisdiction, such  
4 person is deemed to be licensed, certified, or permitted by  
5 the jurisdiction requesting assistance to render aid involv-  
6 ing such skill to meet an emergency or disaster, subject  
7 to such limitations and conditions as the requesting juris-  
8 diction prescribes by Executive order or otherwise.

9 “ARTICLE VI—LIABILITY

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

21 “ARTICLE VII—SUPPLEMENTARY AGREEMENTS

22 “Because it is probable that the pattern and detail  
23 of the compact for mutual aid among 2 or more partici-  
24 pating jurisdictions may differ from that among the par-  
25 ticipating jurisdictions that are party to this compact, this



1 compact contains elements of a broad base common to all  
 2 participating jurisdictions, and nothing in this compact  
 3 precludes any participating jurisdiction from entering into  
 4 supplementary agreements with another jurisdiction or af-  
 5 fects any other agreements already in force among partici-  
 6 pating jurisdictions.

7 “Supplementary agreements may include, but are not  
 8 limited to, provisions for evacuation and reception of in-  
 9 jured and other persons and the exchange of medical, fire,  
 10 public utility, reconnaissance, welfare, transportation and  
 11 communications personnel, equipment, and supplies.

12 “ARTICLE VIII—WORKERS’ COMPENSATION AND DEATH  
 13 BENEFITS

14 “Each participating jurisdiction shall provide, in ac-  
 15 cordance with its own laws, for the payment of workers’  
 16 compensation and death benefits to injured members of  
 17 the emergency contingent of that participating jurisdiction  
 18 and to representatives of deceased members of those forces  
 19 if the members sustain injuries or are killed while ren-  
 20 dering aid pursuant to this compact, in the same manner  
 21 and on the same terms as if the injury or death were sus-  
 22 tained within their own jurisdiction.

23 “ARTICLE IX—REIMBURSEMENT

24 “Any participating jurisdiction rendering aid in an-  
 25 other jurisdiction pursuant to this compact shall, if re-

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

14 “ARTICLE X—IMPLEMENTATION

15 “(a) This compact is effective upon its execution or  
16 adoption by any 1 State and 1 province, and is effective  
17 as to any other jurisdiction upon its execution or adoption  
18 thereby: subject to approval or authorization by the  
19 United States Congress, if required, and subject to enact-  
20 ment of provincial or State legislation that may be re-  
21 quired for the effectiveness of the Memorandum of Under-  
22 standing.

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

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

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

14                               “ARTICLE XI—SEVERABILITY

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

22                               “ARTICLE XII—CONSISTENCY OF LANGUAGE

23       “‘The validity of the arrangements and agreements  
24 consented to in this compact shall not be affected by any

1 insubstantial difference in form or language as may be  
2 adopted by the various states and provinces.”.

3 **SEC. 2. INCONSISTENCY OF LANGUAGE.**

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

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

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

Passed the Senate September 13, 2012.

Attest:

*Secretary.*



112<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

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Province Emergency Management Assistance  
Memorandum of Understanding.