

Draft as of October 7, 2009

**Northeastern States
Emergency Management Assistance Compact (“NE-EMAC”)**

A compact is hereby entered into with all jurisdictions legally joining therein in substantially the following form:

Article I. Purposes

The purpose of this compact is to:

A) Provide a framework for mutual aid assistance between party states entered into this compact in the case of any public safety incident. For purposes of this compact, “public safety incident” means: an event, emergency or disaster that threatens or causes harm to public health, safety and/or welfare that exceeds or reasonably may be expected to exceed the local response or recovery capabilities within any party state. These events include, but are not limited to: natural and manmade disasters, technological hazards, planned events, civil unrest, health related emergencies, hazardous materials releases, and acts of terrorism. Assistance provided under this compact shall include but not be limited to fire services, law enforcement, emergency medical services, transportation, communications, public works, engineering, mass care, resource support, public health and medical services, search and rescue, hazardous materials response, and any other resource, equipment or personnel that a party to the compact may request or provide in anticipation of, or in response to, a public safety incident.

B) This compact is intended to allow the party states to request party state assets and services as provided herein to address public safety incidents in a party state which have not been declared emergencies or disasters by the requesting state’s Governor but which require assistance from rendering party states to protect the safety, care, or welfare of the affected citizenry. For purposes of this compact, “party state assets” shall include equipment, material, and manpower of each party state, its political subdivisions, or organizations authorized to deliver emergency response services to any jurisdiction within a party state.

Article II. Entry Into Force and Withdrawal

(A) This compact shall enter into force when enacted into law by any two of the states of: Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, or Vermont. Thereafter, this compact shall become effective as to any of the other aforementioned states upon its enactment thereof.

(B) Any party state may withdraw from this compact by enacting a statute repealing the same, but no such withdrawal shall take effect until one year after the Governor of the withdrawing state has given notice in writing of the withdrawal to the Governors of all other party states. No withdrawal shall affect any liability already incurred by or chargeable to a party state under this compact, prior to the time of withdrawal and any records, files, or information obtained by officers or employees of a withdrawing state shall continue to be kept, used, or disposed of only such a manner as is consistent with this compact or any rules or regulations pursuant thereto.

Article III. Responsibilities

A) It shall be the responsibility of the Governor of each party state to designate one or more authorized representatives as necessary, to formulate with other party state authorized representatives, the procedural plans and programs for interstate cooperation in the performance of responsibilities provided for in this article. In formulating such plans, and in carrying them out, the party states, in so far as practicable, shall:

- (i) Review individually and collectively all potential state hazards to determine all potential emergencies that the party states may jointly or severally suffer, which may require a response of party state assets under the provisions of this compact.
- (ii) Review the individual state emergency plans, coordinate and develop an organizational plan for the interstate delivery and management of party state assets to provide assistance concerning potential emergencies under the provisions of this compact.
- (iii) Coordinate and develop with the other party states, appropriate procedures to fill in response gaps and resolve inconsistencies or redundancies of existing or developed plans.
- (iv) Inventory and establish procedures for the interstate loan, delivery and/or use of human and material resources by and to a party state.
- (v) Provide to the extent authorized by law, for temporary suspension of any statute, ordinances or bylaws, which would restrict the implementation of the above responsibilities.

B) The authorized representative(s) of a party state may request the assistance of another party state by contacting the authorized representative of that state. The provisions of this compact shall only apply to requests for assistance made by and to an authorized representative. Requests may be made verbally or in writing provided however that any verbal request be confirmed in writing within 30 days of the verbal request. Each request shall provide the following information:

- (i) A description of the emergency for which services are requested under this compact
- (ii) The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of time they will be needed.
- (iii) The specific location and time for staging the rendering party's response and an identified point of contact for that location.

C) There shall be frequent consultation by and between the several authorized representatives, their assigned emergency personnel who have emergency management

responsibilities for party state assets, and their party state counterparts to promote the exchange of information, plans, resources, and records relating to emergency capabilities available under this compact.

Article IV. Limitations

Any party state requested to render mutual aid assistance under this compact shall take whatever action is necessary to provide and make available party state assets as provided herein. It is understood that a party state rendering aid may withhold resources to the extent necessary to provide reasonable protection for its own state. Each party state shall afford to the forces of any rendering party state, while operating within its state limits under the terms and conditions of this compact, the same powers (except that of arrest unless specifically authorized by the receiving state), duties, rights, and privileges as are afforded to emergency forces within its own state. Emergency forces rendering aid will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the receiving party state.

These conditions may be activated as needed, by a request of an authorized representative of any party state that is to receive assistance and shall continue so long as the need for mutual aid assistance remains in effect or loaned resources remain in the receiving party state(s), whichever is longer.

Article V. Licenses and Permits

Whenever any person holds a license, certificate or other permit issued by any party state, evidencing qualifications for professional, mechanical or other skills, which are requested by a receiving party state, said person shall be deemed legally licensed, certified, or permitted by the receiving party state.

Article VI. Liability

Officers or employees of a party state rendering aid to a receiving party state pursuant to this compact shall be considered agents of the requesting party state for tort liability and immunity purposes; and no party state, its officers, or employees rendering aid in another state shall be liable on account of any act or omission in good faith on the part of such forces while so engaged in rendering assistance. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

Article VII. Compensation

Each rendering party state shall provide for the payment of compensation and death benefits for injured members of emergency forces of that party state in case such members sustain injuries or are killed while rendering aid under this compact, in the same manner and on the same terms as if the injury or death were sustained in their own state.

Article VIII. Costs and Reimbursement

Except as set forth in this compact, all expenses incurred by the rendering party state in providing emergency services under this compact, shall be paid by the rendering party state. A requesting party state may agree to pay the expenses of a rendering party state. However, there shall be no expectation of automatic, necessary, or contractual reimbursement owed to a rendering party state for providing emergency services under this compact. A requesting party state and a rendering party state may agree to reimbursement of associated costs of providing emergency services including any monies recovered from any responsible party under any cost recovery laws available to the requesting party state. Any monies recovered by a requesting party state for emergency services provided by any rendering party state, shall be distributed pro-rata to each rendering party state.

Article IX. Other Mutual Aid Agreements

This compact shall not affect, supersede, or invalidate any other statutory or contractual mutual aid or assistance agreements. This compact shall automatically terminate upon the declaration of an emergency declared by the Governor of any requesting party state.

Article X. Validity

This act shall be construed to effectuate the purposes stated in Article I hereof. If any provision of this compact is declared unconstitutional, or the applicability thereof is held invalid, the constitutionality of the remainder of the Act and its applicability shall not be affected thereby.