

Introduced 04.04.2022
Public Hearing 04.18.2022
Council Action 05.04.2022
Executive Action 05.05.2022
Effective Date 07.05.2022

County Council of Howard County, Maryland

2022 Legislative Session

Legislative Day No. 6

Bill No. 24 -2022

Introduced by: The Chairperson at the request of the County Executive

AN ACT changing references to the "Maryland Emergency Management Assistance Compact" to be the "Maryland Intrastate Emergency Management Assistance Compact" in accordance with recent changes in State law; removing the Compact from the County Code in order to reference State law; and generally related to emergency management.

Introduced and read first time Apr 4, 2022. Ordered posted and hearing scheduled.
By order Michelle Harrod
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to the Charter, the Bill was read for a second time at a public hearing on April 18, 2022.

By order Michelle Harrod
Michelle Harrod, Administrator

This Bill was read the third time on May 4, 2022 and Passed ☒, Passed with amendments _____, Failed _____.

By order Michelle Harrod
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 5 day of May, 2022 at 12⁰⁰ a.m./p.m.

By order Michelle Harrod
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive May 5, 2022

Calvin Ball
Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike out~~ indicates material deleted by amendment; Underlining indicates material added by amendment

1 **Section 1. *Be It Enacted*** by the County Council of Howard County, Maryland that the Howard
2 *County Code is amended as follows:*

3
4 *By amending:*

5 *Title 17, Public Protection Services.*

6 *Subsection (b) of Section 17.109 “Emergency Management”*

7 *Section 17.110 “Maryland emergency management assistance compact”.*

8
9 **Title 17. Public Protection Services.**

10 **Subtitle 1. Fire and Rescue Services**

11
12 **Section 17.109. Emergency management.**

13 (b) *Director of Emergency Management:*

14 (1) Unless a different person is designated by the County Executive and appointed by the
15 Governor, the Director of Fire and Rescue Services shall be the Director of Emergency
16 Management Operations and the authorized representative for purposes of requesting and
17 responding to requests under the Maryland INTRASTATE Emergency Management
18 Assistance Compact.

19 (2) The Director of Emergency Management is responsible for organizing and directing the
20 County's response to an emergency.

21
22 **Section 17.110. ~~[[Maryland emergency management assistance compact]]~~ MARYLAND**
23 **INTRASTATE EMERGENCY MANAGEMENT ASSISTANCE COMPACT.**

24 In accordance with SUBTITLE 8 OF TITLE 14 OF THE PUBLIC SAFETY ARTICLE OF the Annotated
25 Code of Maryland~~[[, sections 37 through 39 of article 16A]]~~, Howard County's participation in
26 the Maryland INTRASTATE Emergency Management Assistance Compact, as set forth
27 ~~[[below,]]~~IN SECTION 14.803 OF THE PUBLIC SAFETY ARTICLE OF THE ANNOTATED CODE, AS
28 AMENDED FROM TIME TO TIME, is hereby approved.

29 ~~[[Maryland Emergency Management Assistance Compact.~~

30 *Article 1. Purpose.*

31 (a) (1) The purpose of this compact is to provide for mutual assistance between the jurisdictions
32 entering into this compact in managing an emergency.

(2) This compact also shall provide for mutual cooperation in emergency related exercises, testing, or other training activities using equipment or personnel simulating performance of any aspect of the giving and receiving of aid by party jurisdictions during emergencies.

Article 2. Requests for Assistance.

(b) (1) The senior elected official of each jurisdiction shall designate an authorized representative. The authorized representative of a party jurisdiction may request assistance of another party jurisdiction by contacting the authorized representative of that jurisdiction.

(2) The provisions of this compact shall apply only to requests for assistance made by and to authorized representatives.

(3) Requests may be verbal or in writing.

(4) If verbal, the request shall be confirmed in writing at the earliest possible date, but no later than ten calendar days following the verbal request.

(5) Written requests shall provide the following information:

(i) A description of the emergency support function for which assistance is needed;

(ii) The emergency support function shall include, but not be limited to, fire services, law enforcement, emergency medical services, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue;

(iii) The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed; and

(iv) The specific place and time for staging of the assisting party's response and a point of contact at that location.

(6) There shall be frequent consultations between the Maryland Emergency Management Agency and appropriate representatives of the party jurisdictions with free exchange of information and plans generally relating to emergency capabilities.

(7) A senior elected official or an authorized representative will advise the Maryland Emergency Management Agency of verbal requests and provide copies of written requests.

Article 3. Limitations.

(c) (1) Any jurisdiction which is a party to this compact and which receives a request for assistance shall take such actions as are necessary to provide requested resources.

- (2) Any jurisdiction may withhold resources to the extent necessary to provide reasonable protection to its own jurisdiction.
- (3) Each party jurisdiction shall afford to the emergency responders of any party jurisdiction operating within the requesting jurisdiction under the terms and conditions of this compact, the same powers, duties, rights, and privileges as are afforded those of the jurisdiction in which they are performing emergency services.
- (4) Emergency responders 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 requesting jurisdiction.
- (5) Emergency responders shall have the same powers, duties, rights, and privileges as personnel of the requesting jurisdiction correspondent to performing the same function.
- (6) (i) The provisions of this article shall only take effect:
1. Subsequent to a local declaration of a state of emergency by the requesting jurisdiction; or
 2. Upon commencement of exercises, testing, or training for mutual aid.
- (ii) The provisions of this article shall continue as long as:
1. The exercises, testing, or training for the mutual aid are in progress;
 2. The state of emergency or the disaster remains in effect; or
 3. Loaned resources remain in the requesting jurisdiction.

Article 4. Liability.

- (d) (1) Officers or Emergency Responders of a party jurisdiction rendering aid in another jurisdiction pursuant to this compact shall be considered agents of the requesting jurisdiction for tort liability and immunity purposes.
- (2) No party jurisdiction or its Officers or Emergency Responders rendering aid in another jurisdiction pursuant to this compact shall be liable on account of any act or omission in good faith on the part of responding personnel while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith.
- (3) Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

Article 5. Supplementary Agreements.

- (e) (1) Nothing in this compact shall:

1 (i) Preclude any jurisdiction from entering into supplementary agreements with another
2 jurisdiction; or

3 (ii) Affect any other agreements between jurisdictions.

4 (2) Supplementary agreements may include, but are not limited to:

5 (i) Provisions for evacuation and reception of injured and other persons; and

6 (ii) The exchange of medical, fire, police, public utility, reconnaissance, welfare,
7 transportation, and communications personnel, equipment, and supplies.

8 *Article 6. Reimbursement.*

9 (f) (1) Each party jurisdiction shall provide for the payment of workers' compensation and death
10 benefits to injured members of the Emergency Responders of its own jurisdiction.

11 (2) The requesting jurisdiction will reimburse the responding jurisdiction for all reasonable
12 and necessary expenses incurred by the responding jurisdiction provided that any
13 responding jurisdiction may:

14 (i) Assume in whole or in part such loss, damage, expense, or other cost;

15 (ii) Loan equipment or donate services to the requesting jurisdiction without charge or
16 cost; and

17 (iii) Agree to any allocation of expenses between the responding and requesting
18 jurisdiction.

19 (3) Any two or more jurisdictions may enter into supplemental agreements establishing a
20 different allocation of costs among those jurisdictions.

21 (4) Records of expenses incurred in sufficient detail to satisfy auditing requirements shall be
22 submitted by the responding jurisdiction as soon as possible following the termination of
23 the assistance provided.

24 *Article 7. Implementation.*

25 (g) (1) Party jurisdictions are encouraged to consult frequently with each other and with the
26 Maryland Emergency Management Agency and to exchange information and plans relating
27 to emergency management.

28 (2) This compact shall become effective immediately upon its enactment into law by local
29 jurisdictions.

30 (3) Any party jurisdiction may withdraw from this compact by enacting a repeal of the same
31 but no such withdrawal shall take effect until 30 days after the Senior Elected Official of

1 the withdrawing jurisdiction has given notice in writing of such withdrawal to the Senior
2 Elected Officials of all party jurisdictions.

3 (4) Withdrawal from the compact shall not relieve the withdrawing jurisdiction from
4 obligations assumed under article 4 or article 6 of this compact prior to the effective date
5 of withdrawal.

6 (5) Authenticated copies of this compact and of such supplementary agreements as may be
7 entered into shall at the time of their approval be retained by each party jurisdiction and
8 with the Maryland Emergency Management Agency.

9 *Article 8. Validity.*

10 (h) (1) This compact shall be construed to effectuate the purposes stated in article 1 of this
11 compact.

12 (2) If any part or provision of this compact or the application thereof to any person or
13 circumstance is held invalid for any reason in a court of competent jurisdiction, the
14 invalidity does not affect other provisions or any other application of this compact which
15 can be given effect without the invalid provision or application, and for this purpose the
16 provisions of this compact are declared severable.]]

17
18 ***Section 2. And Be It Further Enacted*** by the County Council of Howard County, Maryland that
19 *this Act shall become effective 61 days after its enactment.*

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on May 5, 2022.

Michelle Harrod
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on _____, 2022.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on _____, 2022.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on _____, 2022.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on _____, 2022.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on _____, 2022.

Michelle Harrod, Administrator to the County Council