

## 1 AN ACT

2 relating to the Interstate Pest Control Compact.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

4 SECTION 1. Subtitle B, Title 5, Agriculture Code, is  
5 amended by adding Chapter 79 to read as follows:6 CHAPTER 79. INTERSTATE PEST CONTROL COMPACT7 Sec. 79.001. DEFINITIONS. In this chapter:8 (1) "Compact" means the Interstate Pest Control  
9 Compact.10 (2) "Executive head" as used in the compact, with  
11 reference to this state, means the governor.12 Sec. 79.002. FILING OF BYLAWS. Under Article IV(h) of the  
13 compact, copies of the bylaws adopted by the governing board and  
14 amendments to the bylaws must be filed with the commissioner.15 Sec. 79.003. COMPACT ADMINISTRATOR. The commissioner is  
16 the compact administrator for this state.17 Sec. 79.004. COOPERATION WITH PEST CONTROL INSURANCE FUND.  
18 Consistent with other law and using funds appropriated for the  
19 purpose, the state may cooperate with the insurance fund  
20 established by the compact.21 Sec. 79.005. REQUEST FOR ASSISTANCE. The commissioner may  
22 request or apply for assistance from the insurance fund established  
23 by the compact, as provided by Article VI(b) or VIII(a) of the  
24 compact.

1       Sec. 79.006. DISPOSITION OF CERTAIN MONEY. A department or  
2 agency that expends or becomes liable for an expenditure due to a  
3 control or eradication program undertaken or intensified under the  
4 compact shall have credited to the department or agency account in  
5 the state treasury the amount of any payment made to the state to  
6 defray the cost of the program or to reimburse the state.

7       Sec. 79.007. EXECUTION OF INTERSTATE COMPACT. This state  
8 enters into a compact with all other states legally joining in the  
9 compact in substantially the following form:

10                   "INTERSTATE PEST CONTROL COMPACT

11                               "ARTICLE I. FINDINGS

12           "The party states find that:

13                   (1) in the absence of the higher degree of cooperation  
14 among them possible under this Compact, the annual loss of  
15 approximately 137 billion dollars from the depredations of pests is  
16 virtually certain to continue, if not to increase;

17                   (2) because of the varying climatic, geographic and  
18 economic factors, each state may be affected differently by  
19 particular species of pests; but all states share the inability to  
20 protect themselves fully against those pests which present serious  
21 dangers to them;

22                   (3) the migratory character of pest infestations makes  
23 it necessary for states both adjacent to and distant from one  
24 another to complement each other's activities when faced with  
25 conditions of infestation and reinfestation; and

26                   (4) while every state is seriously affected by a  
27 substantial number of pests, and every state is susceptible of

1 infestation by many species of pests not now causing damage to its  
2 crops and plant life and products, the fact that relatively few  
3 species of pests present equal danger to or are of interest to all  
4 states makes the establishment and operation of an insurance fund,  
5 from which individual states may obtain financial support for pest  
6 control programs of benefit to them in other states and to which  
7 they may contribute in accordance with their relative interest, the  
8 most equitable means of financing cooperative pest eradication and  
9 control programs.

10 "ARTICLE II. DEFINITIONS

11 "As used in this Compact, unless the context clearly requires  
12 a different construction:

13 (1) "State" means a state, territory or possession of  
14 the United States, the District of Columbia, or the Commonwealth of  
15 Puerto Rico.

16 (2) "Requesting state" means a state which invokes the  
17 procedures of the Compact to secure the undertaking or  
18 intensification of measures to control or eradicate one or more  
19 pests within one or more other states.

20 (3) "Responding state" means a state requested to  
21 undertake or intensify the measures to control or eradicate one or  
22 more pests.

23 (4) "Pest" means any invertebrate animal, pathogen,  
24 parasitic plant or similar or allied organism which can cause  
25 disease or damage in any crops, trees, shrubs, grasses, or other  
26 plants of substantial value.

27 (5) "Insurance Fund" means the Pest Control Insurance



1        "(b) The members of the Governing Board shall be entitled to  
2 one vote on such board. No action of the Governing Board shall be  
3 binding unless taken at a meeting at which a majority of the total  
4 number of votes on the Governing Board is cast in favor thereof.  
5 Action of the Governing Board shall be only at a meeting at which a  
6 majority of the members are present.

7        "(c) The Insurance Fund shall have a seal which may be  
8 employed as an official symbol and which may be affixed to documents  
9 and otherwise used as the Governing Board may provide.

10       "(d) The Governing Board shall elect annually, from among  
11 its members, a chairman, a vice chairman, a secretary and a  
12 treasurer. The chairman may not succeed himself. The Governing  
13 Board may appoint an executive director and fix his duties and his  
14 compensation, if any. Such executive director shall serve at the  
15 pleasure of the Governing Board. The Governing Board shall make  
16 provision for the bonding of such of the officers and employees of  
17 the Insurance Fund as may be appropriate.

18       "(e) Irrespective of the civil service, personnel or other  
19 merit system laws of any of the party states, the executive  
20 director, or if there be no executive director, the chairman, in  
21 accordance with such procedures as the bylaws may provide, shall  
22 appoint, remove or discharge such personnel as may be necessary for  
23 the performance of the functions of the Insurance Fund and shall fix  
24 the duties and compensation of such personnel. The Governing Board  
25 in its bylaws shall provide for the personnel policies and programs  
26 of the Insurance Fund.

27       "(f) The Insurance Fund may borrow, accept or contract for

1 the services of personnel from any state, the United States, or any  
2 other governmental agency, or from any person, firm, association,  
3 or corporation.

4 "(g) The Insurance Fund may accept for any of its purposes  
5 and functions under this Compact any and all donations, and grants  
6 of money, equipment, supplies, materials, and services,  
7 conditional or otherwise, from any state, the United States, or any  
8 other governmental agency, or from any person, firm, association,  
9 or corporation, and may receive, utilize and dispose of the same.  
10 Any donation, gift, or grant accepted by the Governing Board  
11 pursuant to this paragraph or services borrowed pursuant to  
12 paragraph (f) of this Article shall be reported in the annual report  
13 of the Insurance Fund. Such report shall include the nature, amount  
14 and conditions, if any, of the donation, gift, grant, or services  
15 borrowed and the identity of the donor or lender.

16 "(h) The Governing Board shall adopt bylaws for the conduct  
17 of the business of the Insurance Fund and shall have the power to  
18 amend and to rescind these bylaws. The Insurance Fund shall publish  
19 its bylaws in convenient form and shall file a copy thereof and a  
20 copy of any amendment thereto with the appropriate agency or  
21 officer in each of the party states.

22 "(i) The Insurance Fund annually shall make to the Governor  
23 and legislature of each party state a report covering its  
24 activities for the preceding year. The Insurance Fund may make such  
25 additional reports as it may deem desirable.

26 "(j) In addition to the powers and duties specifically  
27 authorized and imposed, the Insurance Fund may do such other things

1 as are necessary and incidental to the conduct of its affairs  
2 pursuant to this Compact.

3 "ARTICLE V. COMPACT AND INSURANCE FUND ADMINISTRATION

4 "(a) In each party state there shall be a Compact  
5 administrator, who shall be selected and serve in such manner as the  
6 laws of his state may provide, and who shall:

7 1. Assist in the coordination of activities pursuant  
8 to the Compact in his state; and

9 2. Represent his state on the Governing Board of the  
10 Insurance Fund.

11 "(b) If the laws of the United States specifically so  
12 provide, or if administrative provision is made therefore within  
13 the federal government, the United States may be represented on the  
14 Governing Board of the Insurance Fund by not to exceed three  
15 representatives. Any such representative or representatives of the  
16 United States shall be appointed and serve in such manner as may be  
17 provided by or pursuant to federal law, but no such representative  
18 shall have a vote on the Governing Board or the Executive Committee  
19 thereof.

20 "(c) The Governing Board shall meet at least once each year  
21 for the purpose of determining policies and procedures in the  
22 administration of the Insurance Fund and, consistent with the  
23 provisions of the Compact, supervising and giving direction to the  
24 expenditure of moneys from the Insurance Fund. Additional meetings  
25 of the Governing Board shall be held on call of the chairman, the  
26 Executive Committee, or a majority of the membership of the  
27 Governing Board.

1        "(d) At such times as it may be meeting, the Governing Board  
2 shall pass upon applications for assistance from the Insurance Fund  
3 and authorize disbursements therefrom. When the Governing Board is  
4 not in session, the Executive Committee thereof shall act as agent  
5 of the Governing Board, with full authority to act for it in passing  
6 upon such applications.

7        "(e) The Executive Committee shall be composed of the  
8 chairman of the Governing Board and four additional members of the  
9 Governing Board chosen by it so that there shall be one member  
10 representing each of four geographic groupings of party states. The  
11 Governing Board shall make such geographic groupings. If there is  
12 representation of the United States on the Governing Board, one  
13 such representative may meet with the Executive Committee. The  
14 chairman of the Governing Board shall be chairman of the Executive  
15 Committee. No action of the Executive Committee shall be binding  
16 unless taken at a meeting at which at least four members of such  
17 Committee are present and vote in favor thereof. Necessary expenses  
18 of each of the five members of the Executive Committee incurred in  
19 attending meetings of such Committee, when not held at the same time  
20 and place as a meeting of the Governing Board, shall be charges  
21 against the Insurance Fund.

22                "ARTICLE VI. ASSISTANCE AND REIMBURSEMENT

23        "(a) Each party state pledges to each other party state that  
24 it will employ its best efforts to eradicate, or control within the  
25 strictest practicable limits, any and all pests. It is recognized  
26 that performance of this responsibility involves:

27                (1) The maintenance of pest control and eradication



1 activities of interstate significance by a party state at a level  
2 that would be reasonable for its own protection in the absence of  
3 this Compact.

4 (2) The meeting of emergency outbreaks or infestations  
5 of interstate significance to no less an extent than would have been  
6 done in the absence of this Compact.

7 "(b) Whenever a party state is threatened by a pest not  
8 present within its borders but present within another party state,  
9 or whenever a party state is undertaking or engaged in activities  
10 for the control or eradication of a pest or pests, and finds that  
11 such activities are or would be impracticable or substantially more  
12 difficult of success by reason of failure of another party state to  
13 cope with infestation or threatened infestation, that state may  
14 request the Governing Board to authorize expenditures from the  
15 Insurance Fund for eradication or control measures to be taken by  
16 one or more of such other party states at a level sufficient to  
17 prevent, or to reduce to the greatest practicable extent,  
18 infestation or reinfestation of the requesting state. Upon such  
19 authorization the responding state or states shall take or increase  
20 such eradication or control measures as may be warranted. A  
21 responding state shall use moneys available from the Insurance Fund  
22 expeditiously and efficiently to assist in affording the protection  
23 requested.

24 "(c) In order to apply for expenditures from the Insurance  
25 Fund, a requesting state shall submit the following in writing:

26 (1) A detailed statement of the circumstances which  
27 occasion the request for the invoking of the Compact.

1           (2) Evidence that the nest on account of whose  
2 eradication or control assistance is requested constitutes a danger  
3 to an agricultural or forest crop, product, tree, shrub, grass, or  
4 other plant having a substantial value to the requesting state.

5           (3) A statement of the extent of the present and  
6 projected program of the requesting state and its subdivisions,  
7 including full information as to the legal authority for the  
8 conduct of such program or programs and the expenditures being made  
9 or budgeted therefore, in connection with the eradication, control,  
10 or prevention of introduction of the pest concerned.

11           (4) Proof that the expenditures being made or budgeted  
12 as detailed in item 3 do not constitute a reduction of the effort  
13 for the control or eradication of the pest concerned or, if there is  
14 a reduction, the reasons why the level of program detailed in item 3  
15 constitutes a normal level of pest control activity.

16           (5) A declaration as to whether, to the best of its  
17 knowledge and belief, the conditions which in its view occasion the  
18 invoking of the Compact in the particular instance can be abated by  
19 a program undertaken with the aid of moneys from the Insurance Fund  
20 in one year or less, or whether the request is for an installment in  
21 a program which is likely to continue for a longer period of time.

22           (6) Such other information as the Governing Board may  
23 require consistent with the provisions of this Compact.

24           "(d) The Governing Board or Executive Committee shall give  
25 due notice of any meeting at which an application for assistance  
26 from the Insurance Fund is to be considered. Such notice shall be  
27 given to the Compact administrator of each party state and to such

1 other officers and agencies as may be designated by the laws of the  
2 party states. The requesting state and any other party state shall  
3 be entitled to be represented and present evidence and argument at  
4 such meeting.

5 "(e) Upon the submission as required by paragraph (c) of  
6 this Article and such other information as it may have or acquire,  
7 and upon determining that an expenditure of funds is within the  
8 purposes of this Compact and justified thereby, the Governing Board  
9 or Executive Committee shall authorize support of the program. The  
10 Governing Board or Executive Committee may meet at any time or place  
11 for the purpose of receiving and considering an application. Any  
12 and all determinations of the Governing Board or Executive  
13 Committee, with respect to an application, together with the  
14 reasons therefore shall be recorded and subscribed in such manner  
15 as to show and preserve the votes of the individual members thereof.

16 "(f) A requesting state which is dissatisfied with a  
17 determination of the Executive Committee shall upon notice in  
18 writing given within twenty days of the determination with which it  
19 is dissatisfied, be entitled to receive a review thereof at the next  
20 meeting of the Governing Board. Determinations of the Executive  
21 Committee shall be reviewable only by the Governing Board at one of  
22 its regular meetings, or at a special meeting held in such manner as  
23 the Governing Board may authorize.

24 "(g) Responding states required to undertake or increase  
25 measures pursuant to this Compact may receive moneys from the  
26 Insurance Fund, either at the time or times when such state incurs  
27 expenditures on account of such measures, or as reimbursement for

1 expenses incurred and chargeable to the Insurance Fund. The  
2 Governing Board shall adopt and, from time to time, may amend or  
3 revise procedures for submission of claims upon it and for payment  
4 thereof.

5 "(h) Before authorizing the expenditure of moneys from the  
6 Insurance Fund pursuant to an application of a requesting state,  
7 the Insurance Fund shall ascertain the extent and nature of any  
8 timely assistance or participation which may be available from the  
9 federal government and shall request the appropriate agency or  
10 agencies of the federal government for such assistance and  
11 participation.

12 "(i) The Insurance Fund may negotiate and execute a  
13 memorandum of understanding or other appropriate instrument  
14 defining the extent and degree of assistance or participation  
15 between and among the Insurance Fund, cooperating federal agencies,  
16 states, and any other entities concerned.

17 "ARTICLE VII. ADVISORY AND TECHNICAL COMMITTEES

18 "The Governing Board may establish advisory and technical  
19 committees composed of state, local, and federal officials, and  
20 private persons to advise it with respect to any one or more of its  
21 functions. Any such advisory or technical committee, or any member  
22 or members thereof may meet with and participate in its  
23 deliberations upon request of the Governing Board or Executive  
24 Committee. An advisory or technical committee may furnish  
25 information and recommendations with respect to any application for  
26 assistance from the Insurance Fund being considered by such Board  
27 or Committee and the Board or Committee may receive and consider the

1 same: provided that any participant in a meeting of the Governing  
2 Board or Executive Committee held pursuant to Article VI (d) of the  
3 Compact shall be entitled to know the substance of any such  
4 information and recommendations, at the time of the meeting if made  
5 prior thereto or as a part thereof or, if made thereafter, no later  
6 than the time at which the Governing Board or Executive Committee  
7 makes its disposition of the application.

8 "ARTICLE VIII. RELATIONS WITH NONPARTY JURISDICTIONS

9 "(a) A party state may make application for assistance from  
10 the Insurance Fund in respect of a pest in a nonparty state. Such  
11 application shall be considered and disposed of by the Governing  
12 Board or Executive Committee in the same manner as an application  
13 with respect to a pest within a party state, except as provided in  
14 this Article.

15 "(b) At or in connection with any meeting of the Governing  
16 Board or Executive Committee held pursuant to Article VI (d) of this  
17 Compact a nonparty state shall be entitled to appear, participate,  
18 and receive information only to such extent as the Governing Board  
19 or Executive Committee may provide. A nonparty state shall not be  
20 entitled to review of any determination made by the Executive  
21 Committee.

22 "(c) The Governing Board or Executive Committee shall  
23 authorize expenditures from the Insurance Fund to be made in a  
24 nonparty state only after determining that the conditions in such  
25 state and the value of such expenditures to the party states as a  
26 whole justify them. The Governing Board or Executive Committee may  
27 set any conditions which it deems appropriate with respect to the

1 expenditure of moneys from the Insurance Fund in a nonparty state  
2 and may enter into such agreement or agreements with nonparty  
3 states and other jurisdictions or entities as it may deem necessary  
4 or appropriate to protect the interests of the Insurance Fund with  
5 respect to expenditures and activities outside of party states.

6 "ARTICLE IX. FINANCE

7 "(a) The Insurance Fund shall submit to the executive head  
8 or designated officer or officers of each party state a budget for  
9 the Insurance Fund for such period as may be required by the laws of  
10 that party state for a presentation to the legislature thereof.

11 "(b) Each of the budgets shall contain specific  
12 recommendations of the amount or amounts to be appropriated by each  
13 of the party states. The request for appropriations shall be  
14 apportioned among the party states as follows: one-tenth of the  
15 total budget in equal shares and the remainder in proportion to the  
16 value of agricultural and forest crops and products, excluding  
17 animals and animal products, produced in each party state. In  
18 determining the value of such crops and products the Insurance Fund  
19 may employ such source or sources of information as in its judgment  
20 present the most equitable and accurate comparisons among the party  
21 states. Each of the budgets and requests for appropriations shall  
22 indicate the source or sources used in obtaining information  
23 concerning value of products.

24 "(c) The financial assets of the Insurance Fund shall be  
25 maintained in two accounts to be designated respectively as the  
26 "Operating Account" and the "Claims Account." The Operating Account  
27 shall consist only of those assets necessary for the administration

1 of the Insurance Fund during the next ensuing two-year period. The  
2 Claims Account shall contain all moneys not included in the  
3 Operating Account and shall not exceed the amount reasonably  
4 estimated to be sufficient to pay all legitimate claims on the  
5 Insurance Fund for a period of three years. At any time when the  
6 Claims Account has reached its maximum limit or would reach its  
7 maximum limit by the addition of moneys requested for appropriation  
8 by the party states, the Governing Board shall reduce its budget  
9 requests on a pro rata basis in such manner as to keep the Claims  
10 Account within such maximum limit. Any moneys in the Claims Account  
11 by virtue of conditional donations, grants, or gifts shall be  
12 included in calculations made pursuant to this paragraph only to  
13 the extent that such moneys are available to meet demands arising  
14 out of the claims.

15 "(d) The Insurance Fund shall not pledge the credit of any  
16 party state. The Insurance Fund may meet any of its obligations in  
17 whole or in part with moneys available to it under Article IV (g) of  
18 this Compact, provided that the Governing Board take specific  
19 action setting aside such moneys prior to incurring any obligation  
20 to be met in whole or in part in such manner. Except where the  
21 Insurance Fund makes use of moneys available to it under Article IV  
22 (g) hereof, the Insurance Fund shall not incur any obligation prior  
23 to the allotment of moneys by the party states adequate to meet the  
24 same.

25 "(e) The Insurance Fund shall keep accurate accounts of all  
26 receipts and disbursements. The receipts and disbursements of the  
27 Insurance Fund shall be subject to the audit and accounting

1 procedures established under its bylaws. However, all receipts and  
2 disbursements of funds handled by the Insurance Fund shall be  
3 audited yearly by a certified or licensed public accountant and  
4 report of the audit shall be included in and become part of the  
5 annual report of the Insurance Fund.

6 "(f) The accounts of the Insurance Fund shall be open at any  
7 reasonable time for inspection by duly authorized officers of the  
8 party states and by any persons authorized by the Insurance Fund.

9 "ARTICLE X. ENTRY INTO FORCE AND WITHDRAWAL

10 "(a) This Compact shall enter into force when enacted into  
11 law by any five or more states. Thereafter, this Compact shall  
12 become effective as to any other state upon its enactment thereof.

13 "(b) Any party state may withdraw from this Compact by  
14 enacting a statute repealing the same, but no such withdrawal shall  
15 take effect until two years after the executive head of the  
16 withdrawing state has given notice in writing of the withdrawal to  
17 the executive heads of all other party states. No withdrawal shall  
18 affect any liability already incurred by or chargeable to a party  
19 state prior to the time of such withdrawal.

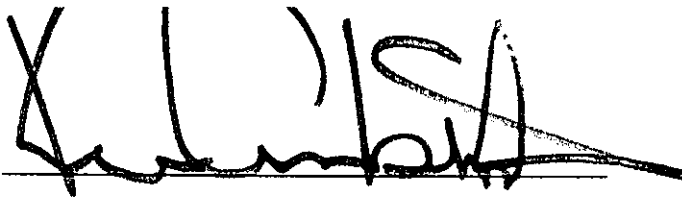
20 "ARTICLE XI. CONSTRUCTION AND SEVERABILITY

21 "This Compact shall be liberally construed so as to  
22 effectuate the purposes thereof. The provisions of this Compact  
23 shall be severable and if any phrase, clause, sentence, or  
24 provision of this Compact is declared to be contrary to the  
25 constitution of any state or of the United States or the  
26 applicability thereof to any government, agency, person, or  
27 circumstance is held invalid, the validity of the remainder of this

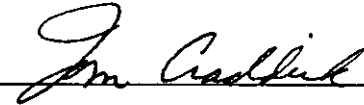


1 Compact and the applicability thereof to any government, agency,  
2 person, or circumstance shall not be affected thereby. If this  
3 Compact shall be held contrary to the constitution of any state  
4 participating herein the Compact shall remain in full force and  
5 effect as to the remaining party states and in full force and effect  
6 as to the state affected as to all severable matters."

7 SECTION 2. This Act takes effect September 1, 2005.

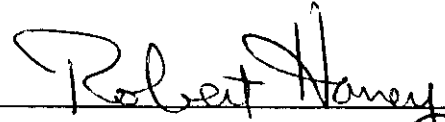


President of the Senate



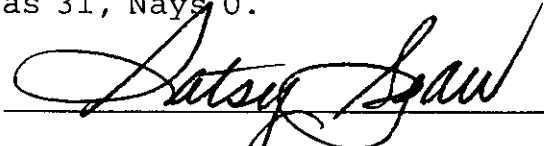
Speaker of the House

I certify that H.B. No. 774 was passed by the House on March 3, 2005, by a non-record vote.



Chief Clerk of the House

I certify that H.B. No. 774 was passed by the Senate on May 12, 2005, by the following vote: Yeas 31, Nays 0.



Secretary of the Senate

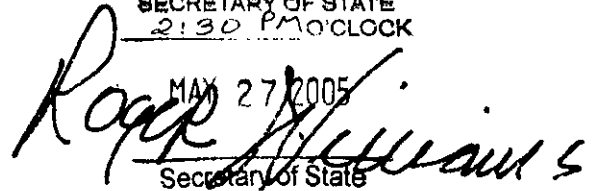
APPROVED: 27 MAY 05

Date



Governor

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
2:30 PM O'CLOCK

  
Secretary of State