

SENATE BILL NO. 198

BY SENATOR THOMPSON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

AN ACT

To enact Chapter 20-A of Title 3 of the Louisiana Revised Statutes of 1950, to be comprised of R.S. 3:3396.1 through 3396.6, relative to pest control programs; to provide relative to the state's participation in the Pest Control Compact; to provide for purposes, findings, and declaration of policy; to provide for definitions; to provide relative to the Pest Control Insurance Fund; to provide for administration and management of the fund; to provide relative to state assistance, reimbursement, and expenditures; to provide for administration and management of the Compact; to provide for rulemaking procedures; to provide for entry and withdrawal procedures; to provide for severability; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. Chapter 20-A of Title 3 of the Louisiana Revised Statutes of 1950, to be comprised of R.S. 3:3396.1 through 3396.6, is hereby enacted to read as follows:

CHAPTER 20-A. PEST CONTROL COMPACT

§3396.1. Pest Control Compact; Louisiana's participation

The Pest Control Compact, the full text of which is hereinafter set forth and confirmed by the Louisiana legislature, is hereby enacted into law and entered into with all other jurisdictions legally joining therein. The full text of said compact is as follows:

PEST CONTROL COMPACT

ARTICLE I. FINDINGS

The party states find that:

(a) In the absence of the higher degree of cooperation among them possible under the Compact, the annual loss of approximately one hundred

1 thirty-seven billion dollars from the depredations of pests is virtually certain to
2 continue, if not to increase.

3 (b) Because of the varying climatic, geographic and economic factors,
4 each state may be affected differently by particular species of pests; but all
5 states share the inability to protect themselves fully against those pests which
6 present serious dangers to them.

7 (c) The migratory character of pest infestations makes it necessary for
8 states both adjacent to and distant from one another, to complement each
9 other's activities when faced with conditions of infestation and reinfestation.

10 (d) While every state is seriously affected by a substantial number of
11 pests, and every state is susceptible of infestation by many species of pests not
12 now causing damage to its crops and plant life and products, the fact that
13 relatively few species of pests present equal danger to or are of interest to all
14 states makes the establishment and operation of an Insurance Fund, from which
15 individual states may obtain financial support for pest control programs of
16 benefit to them in other states and to which they may contribute in accordance
17 with their relative interest, the most equitable means of financing cooperative
18 pest eradication and control programs.

19 ARTICLE II. DEFINITIONS

20 As used in this Compact, unless the context clearly requires a different
21 construction:

22 (a) "State" means a state, territory or possession of the United States,
23 the District of Columbia, and the Commonwealth of Puerto Rico.

24 (b) "Requesting state" means a state which invokes the procedures of
25 the Compact to secure the undertaking or intensification of measures to control
26 or eradicate one or more pests within one or more other states.

27 (c) "Responding state" means a state requested to undertake or intensify
28 the measures referred to in Paragraph (b) of this Article.

29 (d) "Pest" means any invertebrate animal, pathogen, parasitic plant or
30 similar or allied organism which can cause disease or damage in crops, trees,

1 shrubs, grasses, or other plants of substantial value.

2 (e) "Insurance Fund" means the Pest Control Insurance Fund
3 established pursuant to this Compact.

4 (f) "Governing board" means the administrators of this Compact
5 representing all of the party states when such administrators are acting as a
6 body in pursuance of authority vested in them by this Compact.

7 (g) "Executive committee" means the committee established pursuant
8 to Article V(e) of this Compact.

9 ARTICLE III. THE INSURANCE FUND

10 There is hereby established a Pest Control Insurance Fund for the
11 purpose of financing other than normal pest control operations which states
12 may be called upon to engage in pursuant to this Compact. The Insurance Fund
13 shall contain moneys appropriated to it by the party states and any donations
14 and grants accepted by it. All appropriations, except as conditioned by the
15 rights and obligations of party states expressly set forth in this Compact, shall
16 be unconditional and may not be restricted by the appropriating state to use in
17 the control of any specified pest or pests. Donations and grants may be
18 conditional or unconditional, provided that the Insurance Fund shall not accept
19 any donation or grant whose terms are inconsistent with any provision of this
20 Compact.

21 ARTICLE IV. THE INSURANCE FUND;

22 INTERNAL OPERATIONS AND MANAGEMENT

23 (a) The Insurance Fund shall be administered by a governing board and
24 executive committee as hereinafter provided. The actions of the governing
25 board and the executive committee pursuant to this Compact shall be deemed
26 the actions of the Insurance Fund.

27 (b) The members of the governing board shall be entitled to one vote on
28 such board. No action of the governing board shall be binding unless taken at
29 a meeting at which a majority of the total number of votes on the governing
30 board is cast in favor thereof. Action of the governing board shall be only at a

1 meeting at which a majority of the members are present.

2 (c) The Insurance Fund shall have a seal which may be employed as an
3 official symbol and which may be affixed to documents and otherwise used as
4 the governing board may provide.

5 (d) The governing board shall elect annually, from among its members,
6 a chairman, a vice chairman, a secretary and a treasurer. The chairman may
7 not succeed himself. The governing board may appoint an executive director
8 and fix his duties and his compensation, if any. Such executive director shall
9 serve at the pleasure of the governing board. The governing board shall make
10 provision for the bonding of such of the officers and employees of the Insurance
11 Fund as may be appropriate.

12 (e) Irrespective of the civil service, personnel or other merit system laws
13 of any of the party states, the executive director, or if there be no executive
14 director, the chairman, in accordance with such procedures as the bylaws may
15 provide, shall appoint, remove or discharge such personnel as may be necessary
16 for the performance of the functions of the Insurance Fund and shall fix the
17 duties and compensation of such personnel. The governing board in its bylaws
18 shall provide for the personnel policies and programs of the Insurance Fund.

19 (f) The Insurance Fund may borrow, accept or contract for the services
20 of personnel from any state, the United States, or any other governmental
21 agency, or from any person, firm, association, or corporation.

22 (g) The Insurance Fund may accept for any of its purposes and functions
23 under this Compact any and all donations, and grants of money, equipment,
24 supplies, materials, and services, conditional or otherwise, from any state, the
25 United States, or any other governmental agency, or from any person, firm,
26 association, or corporation, and may receive, utilize and dispose of the same.
27 Any donation, gift, or grant accepted by the governing board pursuant to this
28 Paragraph or services borrowed pursuant to Paragraph (f) of this Article shall
29 be reported in the annual report of the Insurance Fund. Such report shall
30 include the nature, amount and conditions, if any, of the donation, gift, grant,

1 or services borrowed and the identity of the donor or lender.

2 (h) The governing board shall adopt bylaws for conducting the business
3 of the Insurance Fund and shall have the power to amend and rescind these
4 bylaws. The Insurance Fund shall publish its bylaws in convenient form and
5 shall file a copy thereof and a copy of any amendment thereto with the
6 appropriate agency or officer in each of the party states.

7 (i) The Insurance Fund annually shall make to the governor and
8 legislature of each party state a report covering its activities for the preceding
9 year. The Insurance Fund may make such additional reports as it may deem
10 desirable.

11 (j) In addition to the powers and duties specifically authorized and
12 imposed, the Insurance Fund may do such other things as are necessary and
13 incidental to the conduct of its affairs pursuant to this Compact.

14 ARTICLE V. COMPACT AND INSURANCE FUND ADMINISTRATION

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

18 1. Assist in the coordination of activities pursuant to the Compact in his
19 state; and

20 2. Represent his state on the governing board of the Insurance Fund.

21 (b) If the laws of the United States specifically so provide, or if
22 administrative provision is made therefore within the federal government, the
23 United States may be represented on the governing board of the Insurance
24 Fund by not to exceed three representatives. Any such representative or
25 representatives of the United States shall be appointed and serve in such
26 manner as may be provided by or pursuant to federal law, but no such
27 representative shall have a vote on the governing board or the executive
28 committee thereof.

29 (c) The governing board shall meet at least once each year for the
30 purpose of determining policies and procedures in the administration of the

1 Insurance Fund and, consistent with the provisions of the Compact, supervising
2 and giving direction to the expenditure of moneys from the Insurance Fund.
3 Additional meetings of the governing board shall be held on call of the
4 chairman, the executive committee, or a majority of the membership of the
5 governing board.

6 (d) At such times as it may be meeting, the governing board shall pass
7 upon applications for assistance from the Insurance Fund and authorize
8 disbursements therefrom. When the governing board is not in session, the
9 executive committee shall act as agent of the governing board, with full
10 authority to act for it in passing upon such applications.

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

24 ARTICLE VI. ASSISTANCE AND REIMBURSEMENT

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

28 1. The maintenance of pest control and eradication activities of
29 interstate significance by a party state at a level that would be reasonable for its
30 own protection in the absence of this Compact.

1 **2. The meeting of emergency outbreaks or infestations of interstate**
2 **significance to no less an extent than would have been done in the absence of**
3 **this Compact.**

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

18 **(c) In order to apply for expenditures from the Insurance Fund, a**
19 **requesting state shall submit the following in writing:**

20 **1. A detailed statement of the circumstances which occasion the request**
21 **for the invoking of the Compact.**

22 **2. Evidence that the pest on account of whose eradication or control**
23 **assistance is requested constitutes a danger to an agricultural or forest crop,**
24 **product, tree, shrub, grass, or other plant having a substantial value to the**
25 **requesting state.**

26 **3. A statement of the extent of the present and projected program of the**
27 **requesting state and its subdivisions, including full information as to the legal**
28 **authority for the conduct of such program or programs and the expenditures**
29 **being made or budgeted therefore, in connection with the eradication, control,**
30 **or prevention of introduction of the pest concerned.**

1 **4. Proof that the expenditures being made or budgeted as detailed in**
2 **Item 3 of this Paragraph do not constitute a reduction of the effort for the**
3 **control or eradication of the pest concerned or, if there is a reduction, the**
4 **reasons why the level of program detailed in Item 3 of this Paragraph**
5 **constitutes a normal level of pest control activity.**

6 **5. A declaration as to whether, to the best of its knowledge and belief,**
7 **the conditions which in its view occasion the invoking of the Compact in the**
8 **particular instance can be abated by a program undertaken with the aid of**
9 **moneys from the Insurance Fund in one year or less, or whether the request is**
10 **for an installment in a program which is likely to continue for a longer period**
11 **of time.**

12 **6. Such other information as the governing board may require**
13 **consistent with the provisions of this Compact.**

14 **(d) The governing board or executive committee shall give due notice of**
15 **any meeting at which an application for assistance from the Insurance Fund is**
16 **to be considered. Such notice shall be given to the Compact administrator of**
17 **each party state and to such other officers and agencies as may be designated**
18 **by the laws of the party states. The requesting state and any other party state**
19 **shall be entitled to be represented and present evidence and argument at such**
20 **meeting.**

21 **(e) Upon the submission as required by Paragraph (c) of this Article and**
22 **such other information as it may have or acquire, and upon determining that**
23 **an expenditure of funds is within the purposes of this Compact and justified**
24 **thereby, the governing board or executive committee shall authorize support of**
25 **the program. The governing board or executive committee may meet at any**
26 **time or place for the purpose of receiving and considering an application. Any**
27 **determinations of the governing board or executive committee, with respect to**
28 **an application, together with the reasons therefore shall be recorded and**
29 **subscribed in such manner as to show and preserve the votes of the individual**
30 **members.**

1 (f) A requesting state which is dissatisfied with a determination of the
2 executive committee shall upon notice in writing given within twenty days of the
3 determination with which it is dissatisfied, be entitled to receive a review thereof
4 at the next meeting of the governing board. Determinations of the executive
5 committee shall be reviewable only by the governing board at one of its regular
6 meetings, or at a special meeting held in such manner as the governing board
7 may authorize.

8 (g) Responding states required to undertake or increase measures
9 pursuant to this Compact may receive moneys from the Insurance Fund, either
10 at the time or times when such state incurs expenditures on account of such
11 measures, or as reimbursement for expenses incurred and chargeable to the
12 Insurance Fund. The governing board shall adopt and, from time to time, may
13 amend or revise procedures for submission of claims upon it and for payment
14 thereof.

15 (h) Before authorizing the expenditure of moneys from the Insurance
16 Fund pursuant to an application of a requesting state, the Insurance Fund shall
17 ascertain the extent and nature of any timely assistance or participation which
18 may be available from the federal government and shall request the appropriate
19 agency or agencies of the federal government for such assistance and
20 participation.

21 (i) The Insurance Fund may negotiate and execute a memorandum of
22 understanding or other appropriate instrument defining the extent and degree
23 of assistance or participation between and among the Insurance Fund,
24 cooperating federal agencies, states, and any other entities concerned.

25 ARTICLE VII. ADVISORY AND TECHNICAL COMMITTEES

26 The governing board may establish advisory and technical committees
27 composed of state, local, and federal officials, and private persons to advise it
28 with respect to any one or more of its functions. Any such advisory or technical
29 committee, or any member or members thereof may meet with and participate
30 in its deliberations upon request of the governing board or executive committee.

1 An advisory or technical committee may furnish information and
2 recommendations with respect to any application for assistance from the
3 Insurance Fund being considered by such board or committee. The board or
4 committee may receive and consider the same provided that any participant in
5 a meeting of the governing board or executive committee held pursuant to
6 Article VI(d) of the Compact shall be entitled to know the substance of any such
7 information and recommendations, at the time of the meeting if made prior
8 thereto or as a part thereof or, if made thereafter, no later than the time at
9 which the governing board or executive committee makes its disposition of the
10 application.

11 ARTICLE VIII. RELATIONS WITH NONPARTY JURISDICTIONS

12 (a) A party state may make application for assistance from the
13 Insurance Fund in respect of a pest in a nonparty state. Such application shall
14 be considered and disposed of by the governing board or executive committee
15 in the same manner as an application with respect to a pest within a party state,
16 except as provided in this Article.

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

23 (c) The governing board or executive committee shall authorize
24 expenditures from the Insurance Fund to be made in a nonparty state only after
25 determining that the conditions in such state and the value of such expenditures
26 to the party states as a whole justify them. The governing board or executive
27 committee may set any conditions which it deems appropriate with respect to
28 the expenditure of moneys from the Insurance Fund in a nonparty state and
29 may enter into such agreement or agreements with nonparty states and other
30 jurisdictions or entities as it may deem necessary or appropriate to protect the

1 interests of the Insurance Fund with respect to expenditures and activities
2 outside of party states.

3 ARTICLE IX. FINANCE

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

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

19 (c) The financial assets of the Insurance Fund shall be maintained in two
20 accounts to be designated respectively as the "Operating Account" and the
21 "Claims Account." The Operating Account shall consist only of those assets
22 necessary for the administration of the Insurance Fund during the next ensuing
23 two-year period. The Claims Account shall contain all moneys not included in
24 the Operating Account and shall not exceed the amount reasonably estimated
25 to be sufficient to pay all legitimate claims on the Insurance Fund for a period
26 of three years. At any time when the Claims Account has reached its maximum
27 limit or would reach its maximum limit by the addition of moneys requested for
28 appropriation by the party states, the governing board shall reduce its budget
29 requests on a pro rata basis in such manner as to keep the Claims Account
30 within such maximum limit. Any moneys in the Claims Account by virtue of

1 conditional donations, grants, or gifts shall be included in calculations made
2 pursuant to this Paragraph only to the extent that such moneys are available to
3 meet demands arising out of the claims.

4 (d) The Insurance Fund shall not pledge the credit of any party state.
5 The Insurance Fund may meet any of its obligations in whole or in part with
6 moneys available to it under Article IV(g) of this Compact, provided that the
7 governing board take specific action setting aside such moneys prior to
8 incurring any obligation to be met in whole or in part in such manner. Except
9 where the Insurance Fund makes use of moneys available to it under Article
10 IV(g) hereof, the Insurance Fund shall not incur any obligation prior to the
11 allotment of moneys by the party states adequate to meet the same.

12 (e) The Insurance Fund shall keep accurate accounts of all receipts and
13 disbursements. The receipts and disbursements of the Insurance Fund shall be
14 subject to the audit and accounting procedures established under its bylaws.
15 However, all receipts and disbursements of funds handled by the Insurance
16 Fund shall be audited yearly by a certified or licensed public accountant and
17 report of the audit shall be included in and become part of the annual report of
18 the Insurance Fund.

19 (f) The accounts of the Insurance Fund shall be open at any reasonable
20 time for inspection by duly authorized officers of the party states and by any
21 persons authorized by the Insurance Fund.

22 ARTICLE X. ENTRY INTO FORCE AND WITHDRAWAL

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

26 (b) Any party state may withdraw from this Compact by enacting a
27 statute repealing the same, but no such withdrawal shall take effect until two
28 years after the executive head of the withdrawing state has given notice in
29 writing of the withdrawal to the executive heads of all other party states. No
30 withdrawal shall affect any liability already incurred by or chargeable to a

1 party state prior to the time of such withdrawal.

2 ARTICLE XI. CONSTRUCTION AND SEVERABILITY

3 This Compact shall be liberally construed so as to effectuate the purposes
4 thereof. The provisions of this Compact shall be severable and if any phrase,
5 clause, sentence, or provision of this Compact is declared to be contrary to the
6 constitution of any state or of the United States or the applicability thereof to
7 any government, agency, person, or circumstance is held invalid, the validity of
8 the remainder of this Compact and the applicability thereof to any government,
9 agency, person, or circumstance shall not be affected thereby. If this Compact
10 shall be held contrary to the constitution of any state participating herein, the
11 Compact shall remain in full force and effect as to the remaining party states
12 and in full force and effect as to the state affected as to all severable matters.

13 §3396.2. Cooperation of state agencies

14 Consistent with laws and within available appropriations, the
15 departments, agencies and officers of the state of Louisiana may cooperate with
16 the Insurance Fund established by the Pest Control Compact.

17 §3396.3. Filing of bylaws and amendments

18 Pursuant to Article IV(h) of the Compact, copies of bylaws and
19 amendments shall be filed with the Louisiana Department of Agriculture and
20 Forestry.

21 §3396.4. Compact administrator

22 The Compact administrator for Louisiana shall be the commissioner of
23 agriculture or his designee. The duties of the Compact administrator shall be
24 deemed a regular part of the duties of this office.

25 §3396.5. Request for assistance from Insurance Fund

26 A request or application for assistance from the Insurance Fund may be
27 made by the commissioner of agriculture or his designee whenever in his
28 judgment the conditions qualifying this state for such assistance exist and it
29 would be in the best interest of this state to make such request.

30 §3396.6. Credit for expenditures

1 The department, agency, or officer expending or becoming liable for an
2 expenditure on account of a control or eradication program undertaken or
3 intensified pursuant to the Compact shall have credited to his account, in the
4 state treasury the amount or amounts of any payments made to this state to
5 defray the cost of such program, or any part thereof, or as reimbursement
6 thereof.

7 Section 2. This Act shall become effective upon signature by the governor or, if not
8 signed by the governor, upon expiration of the time for bills to become law without signature
9 by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If
10 vetoed by the governor and subsequently approved by the legislature, this Act shall become
11 effective on the day following such approval.

PRESIDENT OF THE SENATE

SPEAKER OF THE HOUSE OF REPRESENTATIVES

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____