



## A GUIDE TO DEVELOPMENT, CONTENT AND FORMAT INTERSTATE COMPACTS

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### **Principles of Development and Drafting**

#### **1. General Considerations**

A compact is a contract and as such, presents similar problems and solutions as do contracts, wills, deeds, mortgages, statutes and constitutional provisions. When drafting the general rules of legal instrument development should be borne in mind. Harmony must be struck between the terms and actual language of the compact with the legal and administrative structure and characteristics of the prospective party jurisdictions. A compact is superior in force and effect to both prior and subsequent statutory law. Conflicting statutes in different states, therefore, present no obstacles.

#### **2. Style and Format**

For the most part, drafting style and format can be left up to the individual jurisdictions involved. The requirements for drafting in Kentucky may be different than the requirements in Montana. However, the context of the agreement should remain the same. Compacts generally use “articles”, rather than “sections” in order to differentiate between citations and numbered provisions. In any given instance, an article may be as long or short as needed to communicate its full purpose.

#### **3. Purpose Provisions**

Purpose provisions contain legislative findings; declarations of policy and descriptions of purpose may be used by courts and administrative bodies to construe the actual purposes of the law. This section would provide to compact drafters the opportunity to address the various reasons and rationale behind an Interoperability Compact, such as the need for national/regional standards and rules of use, the need for increased spectrum and the need for increased funding and heightened visibility of the issue.

#### **4. Administrative Structure**

- A. Administration by existing agencies – many compacts be administered within a state by an existing agency; there is not a wholesale need for the development of new bureaucratic structures each time a new or revised compact is adopted. Certainly within an Interoperability Compact, state and local law enforcement agencies may serve as the state administrator(s) of the agreement.
- B. Compact Administrators and Associations – compacts that require a great degree of interstate communication and cooperation usually opt for the Compact Administrators structure, in which one individual(s) is responsible for coordinating a states participation in the agreement. This relationship may expand

into a larger multi-state association of like administrators for purposes of communication, rulemaking, training, etc. While a compact administrator certainly would be a necessity in the development of an Interoperability Compact, a larger association may not be needed, but could rather be folded into existing law enforcement or communications associations, re: committee, etc.

- C. Establishment of Intergovernmental Agencies by Compact – The establishment of an Interstate Commission to govern the agreement and activities between states is fairly common for those compacts that require a great deal of coordination, rulemaking and interstate communications. Like other existing corrections/public safety compacts, an Interstate Commission for an Interoperability Compact would likely be needed to develop, adopt and maintain standards of use and operation for the member states and to promote national/regional cooperation and coordination of interoperability efforts. The Commission could also serve as a clearinghouse of information to practitioners and the public and could even go so far as to approve certain systems and act on behalf of the member states for purchasing and procurement purposes.
- D. Finance – Interstate Compacts are principally concerned, as far as financing goes, with the provision of funds and the auditing of funds. The majority of Interstate Compacts do not require a state-by-state assessment, i.e. water rights or boundary compacts. However, larger national compacts do require state funding in the form of annual dues to maintain operations and capacities. Some compacts refer to this as a “voluntary” contribution, i.e. \$1,000 for the Interstate Compact on Juveniles. Others, such as the Interstate Education Compact may assess states (per the compacts structure, language and bylaws) a larger amount, such as \$72,000 per year. Each compact is different based on the needs of the compacts multistate agency. An Interoperability Compact could possibly need state-by-state funding on an annual basis should the drafters determine the need.
- E. Personnel – Like Finance, personnel issues are dependent upon the nature and scope of the compact. Many compacts have no 3<sup>rd</sup> party personnel aside from state officials acting on behalf of the compact. Still other national compacts maintain extensive staffs of policy and issue professionals. The drafters and the specific needs of a compact determine the nature of the personnel need. Personnel could be used from other associations/agencies that an Interoperability Compact may work with or under. Personnel could exist on their own, working exclusively for an Interoperability Compact.

## **Compact Design: Areas of Consideration (w/ Examples)**

The following examples will shed a clearer light on how each area of a compact has been constructed and used in the past and how it could be constructed in the future under a new Interstate Compact for Public Safety Communications Interoperability.

### **Purpose**

#### *Colorado River Compact, Art. I*

The major purposes of this compact are to provide for the equitable division and apportionment of the use of the waters of the Colorado River system; to establish the relative importance of different beneficial uses of water; to promote interstate comity; to remove causes of present and future controversies; and to secure the expeditious agricultural and industrial development of the Colorado River basin, the storage of its waters and the protection of life and property from floods. To these ends the Colorado River basin is divided into two basins, and an apportionment of the use of part of the water of the Colorado River system is made to each of them with the provision that further equitable apportionments may be made.

#### *Western Interstate Corrections Compact, Art. I*

The party states, desiring by common action to improve their institutional facilities and provide programs of sufficiently high quality for the confinement, treatment and rehabilitation of various types of offenders, declare that it is the policy of each of the party states to provide such facilities and programs on a basis of cooperation with one another, thereby serving the best interest of such offenders and of society. The purpose of this compact is to provide for the development and execution of such programs of cooperation for the confinement, treatment and rehabilitation of offenders.

### **Commission Membership**

#### *Upper Colorado River Compact, Art. VIII, Sec. A*

There is hereby created an interstate administrative agency to be known as the "Upper Colorado River Commission". The commission shall be composed of one (1) commissioner representing each of the states of the upper division, namely, the states of Colorado, New Mexico, Utah and Wyoming, designated or appointed in accordance with the laws of each such state and, if designated by the president, one (1) commissioner representing the United States of America. The president is hereby requested to designate a commissioner. If so designated the commissioner representing the United States of America shall be the presiding officer of the commission and shall be entitled to the same powers and rights as the commissioner of any state. Any four (4) members of the commission shall constitute a quorum.

#### *New York-New Jersey Port Authority Compact, Art. IV*

The port authority shall consist of twelve commissioners--six resident voters from the state of New York, at least four of whom shall be resident voters of the city of New York, and six resident voters from the state of New Jersey, at least [least] four of whom shall be resident voters within the New Jersey portion of the district, the New York members to be chosen by the state of New York and the New Jersey members by the state of New Jersey in the manner and for the

terms fixed and determined from time to time by the legislature of each state respectively, except as herein provided. Each commissioner may be removed or suspended from office as provided by the law of the state from which he shall be appointed.

*Atlantic States Marine Fisheries Compact, Art. III*

Each state joining herein shall appoint three representatives to a commission hereby constituted and designated as the Atlantic States Marine Fisheries Commission. One shall be the executive officer of the administrative agency of such state charged with the conservation of the fisheries resources to which this compact pertains or, if there be more than one officer or agency, the official of that state named by the governor thereof. The second shall be a member of the legislature of such state designated by the house committee on commerce and reciprocal trade of such state. The third shall be a citizen who shall have a knowledge of and interest in the marine fisheries problem to be appointed by the governor. This commission shall be a body corporate with the powers and duties set forth herein.

*Great Lakes Basin Compact, Art. IV, Sec B and C*

(B) The commission shall be composed of not less than three commissioners nor more than five commissioners from each party state designated or appointed in accordance with the law of the state which they represent and serving and subject to removal in accordance with such law.

(C) Each state delegation shall be entitled to three votes in the commission. The presence of commissioners from a majority of the party states shall constitute a quorum for the transaction of business at any meeting of the commission. Actions of the commission shall be by a majority of the votes cast except that any recommendations made pursuant to Article VI of this compact shall require an affirmative vote of not less than a majority of the votes cast from each of a majority of the states present and voting.

**Parties Bound**

*South Platte River Compact, Art. I, Sec. 2*

The provisions hereof respecting each signatory State, shall include and bind its citizens and corporations and all others engaged or interested in the diversion and use of the waters of the South Platte River in that State.

**Area Defined**

*Republican River Compact, Art. II*

The Basin is all the area in Colorado, Kansas, and Nebraska, which is naturally drained by the Republican River, and its tributaries, to its junction with the Smoky Hill River in Kansas. The main stem of the Republican River extends from the junction near Haigler, Nebraska, of its North Fork and the Arikaree River, to its junction with Smoky Hill River near Junction City, Kansas. Frenchman Creek (River) in Nebraska is a continuation of Frenchman Creek (River) in Colorado. Red Willow Creek in Colorado is not identical with the stream having the same name in Nebraska. A map of the Basin approved by the Commissioners is attached and made a part hereof.

*Colorado River Compact, Art. II*

(i) The term "Colorado River system" means that portion of the Colorado River and its tributaries within the United States of America;

(vi) The term "upper basin" means those parts of the states of Arizona, Colorado, New Mexico, Utah and Wyoming within and from which waters naturally drain into the Colorado River system above Lee Ferry, and also all parts of said states located without the drainage area of the Colorado River system which are now or shall hereafter be beneficially served by waters diverted from the system above Lee Ferry;

(vii) The term "lower basin" means those parts of the states of Arizona, California, Nevada, New Mexico and Utah within and from which waters naturally drain into the Colorado River system below Lee Ferry, and also all parts of said states located without the drainage area of the Colorado River system which are now or shall hereafter be beneficially served by waters diverted from the system below Lee Ferry;

*Bi-State Development Compact, Art. II*

To that end the two states create a district to be known as the "Bi-State Metropolitan Development District" (herein referred to as "The District") which shall embrace the following territory: The city of St. Louis and the counties of St. Louis and St. Charles and Jefferson in Missouri, and the counties of Madison, St. Clair, and Monroe in Illinois.

*Tri-State Sanitation Compact, Art. XVI*

This compact shall become effective as to the state of New Jersey and the state of New York immediately upon the signing thereof by the representatives of such states, and thereafter it shall also become effective as to the state of Connecticut immediately upon the signing thereof by the representatives of such state; provided, however, that prior to the signing of this compact by the representatives of the state of Connecticut the district as set forth in Article II shall not embrace any territory within the jurisdiction of the state of Connecticut, nor shall the commission exercise any jurisdiction or perform any duties or acts affecting such territory; and the appropriations for salaries, office and other administrative expenses shall be borne equally by the state of New York and the state of New Jersey.

**Standard Powers Clause**

*Southern Interstate Nuclear Compact, Art. II*

The Board

(a) There is hereby created an agency of the party states to be known as the 'Southern States Energy Board' (hereinafter called the Board). The Board shall be composed of three representatives from each party state, one of whom shall be appointed or designated in each state to represent the Governor, the State Senate, and the State House of Representatives, respectively. Each representative shall be designated or appointed in accordance with the law of the state which he represents and serving and subject to removal in accordance with such law. Any member of the Board may provide for the discharge of his duties and the performance of his functions thereon (either for the duration of his membership or for any lesser period of time) by a deputy or assistant, if the laws of his state make specific provision therefore. The federal government may be represented without vote if provision is made by federal law for such representation.

- (b) Each party state shall be entitled to one vote on the Board, to be determined by majority vote of each representative or representative's representative from the party state present and voting on any question. No action of the Board shall be binding unless taken at a meeting at which a majority of all party states are represented and unless a majority of the total number of votes on the Board are cast in favor thereof.
- (c) The Board shall have a seal.
- (d) The Board shall elect annually, from among its members, a chairman, a vice chairman, and a treasurer. The Board shall appoint an Executive Director who shall serve at its pleasure and who shall also act as Secretary, and who, together with the Treasurer, shall be bonded in such amounts as the Board may require.
- (e) The Executive Director, with the approval of the Board, shall appoint and remove or discharge such personnel as may be necessary for the performance of the Board's functions irrespective of the civil service, personnel or other merit system laws of any of the party states.
- (f) The Board may establish and maintain, independently or in conjunction with any one or more of the party states, a suitable retirement system for its fulltime employees. Employees of the Board shall be eligible for social security coverage in respect of old age and survivors insurance provided that the Board takes such steps as may be necessary pursuant to federal law to participate in such program of insurance as a governmental agency or unit. The Board may establish and maintain or participate in such additional programs of employee benefits as may be appropriate.
- (g) The Board may borrow, accept, or contract for the services of personnel from any state or the United States or any subdivision or agency thereof, from any interstate agency, or from any institution, person, firm or corporation.
- (h) The Board may accept for any purposes and functions under this compact any and all donations, and grants of money, equipment, supplies, materials, and services (conditional or otherwise) from any state or the United States or any subdivision or agency thereof, or interstate agency, or from any institution, person, firm, or corporation, and may receive, utilize and dispose of the same.
- (i) The Board may establish and maintain such facilities as may be necessary for the transacting of its business. The Board may acquire, hold, and convey real and personal property and any interest therein.
- (j) The Board shall adopt bylaws, rules, and regulations for the conduct of its business, and shall have the power to amend and rescind these bylaws, rules, and regulations. The Board shall publish its bylaws, rules, and regulations in convenient form and shall file a copy thereof, and shall also file a copy of any amendment thereto, with the appropriate agency or officer in each of the party states.
- (k) The Board annually shall make to the governor of each party state, a report covering the activities of the Board for the preceding year, and embodying such recommendations as may have been adopted by the Board, which report shall be transmitted to the legislature of said state. The Board may issue such additional reports as it may deem desirable.

## **Voting**

### *Connecticut River Valley Flood Compact, Art. II*

- a) There is hereby created "The Connecticut River Valley Flood Control Commission," hereinafter referred to as the "commission," which shall consist of twelve members, three of

whom shall be residents of the Commonwealth of Massachusetts; three of whom shall be residents of the State of Connecticut; three of whom shall be residents of the State of New Hampshire; and three of whom shall be residents of the State of Vermont.

b) The members of the commission shall be chosen by their respective states in such manner and for such term as may be fixed and determined from time to time by the law of each of said states respectively by which they are appointed. A member of the commission may be removed or suspended from office as provided by the law of the state for which he shall be appointed, and any vacancy occurring in the commission shall be filled in accordance with the laws of the state wherein such vacancy exists.

c) A majority of the members from each state shall constitute a quorum for the transaction of business, the exercise of any of its powers or the performance of any of its duties, but no action of the commission shall be binding unless at least two of the members from each state shall vote in favor thereof.

d) The compensation of members of the commission shall be fixed, determined, and paid by the state which they respectively represent. All necessary expenses incurred in the performance of their duties shall be paid from the funds of the commission.

The commission shall elect from its members a chairman, vice-chairman, clerk and treasurer. Such treasurer shall furnish to the commission, at its expense, a bond with corporate surety, to be approved by the commission, in such amount as the commission may determine, conditioned for the faithful performance of his duties.

e) The commission shall adopt suitable by-laws and shall make such rules and regulations as it may deem advisable not inconsistent with laws of the United States, of the signatory states or with any rules or regulations lawfully promulgated thereunder.

F) The commission shall make an annual report to the governor and legislature of each of the signatory states, setting forth in detail the operations and transactions conducted by it pursuant to this compact.

G) The commission shall keep a record of all its meetings and proceedings, contracts and accounts, and shall maintain a suitable office, where its maps, plans, documents, records and accounts shall be kept, subject to public inspection at such times and under such regulations as the commission shall determine.

#### *Tri-State Sanitation Compact, Art. V*

The commission shall elect from its number a chairman and vice-chairman and shall appoint and at its pleasure remove or discharge such officers and legal, clerical, expert and other assistants as may be required to carry the provisions of this compact into effect, and shall fix and determine their duties, qualifications and compensations. It shall adopt a seal and suitable bylaws and shall promulgate rules and regulations for its management and control. It may maintain one or more offices for the transaction of its business and may meet at any time or place within the signatory states. A majority of the members from each state shall constitute a quorum for the transaction of business, the exercise of any powers, or the performance of any duties, but no action of the commission shall be binding unless at least three of the members from each state shall vote in favor thereof. The commission shall keep accurate accounts of all receipts and disbursements and shall make an annual report to the governor and the legislature of each state setting forth in detail the operations and transactions conducted by it pursuant to this compact, and shall make recommendations for any legislative action deemed by it advisable, including amendments to the statutes of the signatory states which may be necessary to carry out the intent and purpose of this

compact, and changes in the district which concentration of population or other cause may require. The commission shall not incur any obligations for salaries, office or other administrative expenses prior to the making of appropriations adequate to meet the same; nor shall the commission pledge the credit of any of the signatory states except by and with the authority of the legislatures thereof. Each state reserves the right to provide hereafter by law for the examination and audit of the accounts of the commission by its comptroller or other official. The commissioners shall meet and organize within ten days after the effective date of this compact.

## **Finance**

### *Interstate Compact for Adult Offender Supervision, Art. X*

The Interstate Commission shall pay or provide for the payment of the reasonable expenses of its establishment, organization and ongoing activities. The Interstate Commission shall levy on and collect an annual assessment from each Compacting State to cover the cost of the internal operations and activities of the Interstate Commission and its staff which must be in a total amount sufficient to cover the Interstate Commission's annual budget as approved each year. The aggregate annual assessment amount shall be allocated based upon a formula to be determined by the Interstate Commission, taking into consideration the population of the state and the volume of interstate movement of offenders in each Compacting State and shall promulgate a Rule binding upon all Compacting States which governs said assessment. The Interstate Commission shall not incur any obligations of any kind prior to securing the funds adequate to meet the same; nor shall the Interstate Commission pledge the credit of any of the compacting states, except by and with the authority of the compacting state. The Interstate Commission shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Interstate Commission shall be subject to the audit and accounting procedures established under its By-laws. However, all receipts and disbursements of funds handled by the Interstate Commission shall be audited yearly by a certified or licensed public accountant and the report of the audit shall be included in and become part of the annual report of the Interstate Commission.

### *Atlantic Marine Fisheries Compact, Art. XI*

The states party hereto agree to make annual appropriations to the support of the commission in proportion to the primary market value of the products of their fisheries, exclusive of cod and haddock, as recorded in the most recent published reports of the Fish and Wildlife Service of the United States Department of the Interior, provided no state shall contribute less than \$200 per annum and the annual contribution of each state above the minimum shall be figured to the nearest \$100. The compacting states agree to appropriate initially the annual amounts scheduled below, which amounts are calculated in the manner set forth herein, on the basis of the catch record of 1938. Subsequent budgets shall be recommended by a majority of the commission and the cost thereof allocated equitably among the states in accordance with their respective interests and submitted to the compacting states. Schedule of Initial Annual State Contributions Maine - \$700; New Hampshire - \$200; Massachusetts - \$2,300; Rhode Island - \$300; Connecticut - \$400; New York - \$1,300; New Jersey - \$800; Delaware - \$200; Maryland - \$700; Virginia - \$1,300; North Carolina - \$600; South Carolina - \$200; Georgia - \$200; Florida - \$1,500.

## **Federal Participation on Commission**

### *Ohio River Valley Water Sanitation Compact, Art. IV*

The Commission shall consist of three commissioners from each state, each of whom shall be a citizen of the state from which he is appointed, and three commissioners representing the United States government. The commissioners from each state shall be chosen in the manner and for the terms provided by the laws of the state from which they shall be appointed, and any commissioner may be removed or suspended from office as provided by the law of the state from which he shall be appointed. The Commissioners representing the United States shall be appointed by the President of the United States, or in such other manner as may be provided by Congress. The Commissioners shall serve without compensation, but shall be paid their actual expenses incurred in and incident to the performance of their duties; but nothing herein shall prevent the appointment of an officer or employee of any state or of the United States government.

### *Rio Grande Compact, Art. XII*

To administer the provisions of this Compact there shall be constituted a Commission composed of one representative from each State, to be known as the Rio Grande Compact Commission. The State Engineer of Colorado shall be ex-officio the Rio Grande Compact Commissioner for Colorado. The State Engineer of New Mexico shall be ex-officio the Rio Grande Compact Commissioner for New Mexico. The Rio Grande Compact Commissioner for Texas shall be appointed by the Governor of Texas. The President of the United States shall be requested to designate a representative of the United States to sit with such Commission, and such Representative of the United States, if so designated by the President, shall act as Chairman of the Commission without vote. The salaries and personal expenses of the Rio Grande Compact Commissioners for the three (3) States shall be paid by their respective States, and all other expenses incident to the administration of this Compact, not borne by the United States, shall be borne equally by the three (3) States.

### *Upper Colorado River Basin Compact, Art. VIII*

There is hereby created an interstate administrative agency to be known as the "Upper Colorado River Commission". The commission shall be composed of one (1) commissioner representing each of the states of the upper division, namely, the states of Colorado, New Mexico, Utah and Wyoming, designated or appointed in accordance with the laws of each such state and, if designated by the president, one (1) commissioner representing the United States of America. The president is hereby requested to designate a commissioner. If so designated the commissioner representing the United States of America shall be the presiding officer of the commission and shall be entitled to the same powers and rights as the commissioner of any state. Any four (4) members of the commission shall constitute a quorum.

## **Personnel**

### *Upper Colorado River Basin Compact, Art. VIII*

The commission shall appoint a secretary, who shall not be a member of the commission, or an employee of any signatory state or of the United States of America while so acting. He shall serve for such term and receive such salary and perform such duties as the commission may

direct. The commission may employ such engineering, legal, clerical and other personnel as, in its judgment, may be necessary for the performance of its functions under this compact. In the hiring of employees, the commission shall not be bound by the civil service laws of any state.

*Potomac River Compact, Art. I*

The commission shall establish and maintain an office at such locations as it may select, and may employ an executive secretary who shall serve at the pleasure of the commission, and such other administrative, clerical, scientific, and legal personnel as it deems necessary. The powers, duties and compensation of all employees shall be as prescribed by the commission, and the employees shall not be subject to the provisions of Division I of the State Personnel and Pensions Article of the Annotated Code of Maryland that govern the Maryland State Personnel Management System nor to the provisions of the Virginia Personnel Act, as the same may be from time to time in effect.

**Concurrent Jurisdiction and Extraterritoriality**

*Pymatuning Lake Compact, Art. I*

Arrest and prosecution of offenders. That each state shall enjoy and exercise a concurrent jurisdiction upon the water (but not upon the dry land), between the shores of said lake, including the islands therein, with respect to the arrest and prosecution of offenders, but in such sort that any boat or vessel fastened to or aground on the shore of either state shall be considered exclusively within the jurisdiction of said state; but that all capital and other offenses, trespasses, or damages committed on or over said lake, the judicial investigation and determination thereof shall be exclusively vested in the state wherein the offender or person charged with such offense shall be first apprehended, arrested, prosecuted, or first brought to trial; it being the intent of this agreement that an offender may be pursued and arrested anywhere on or over said lake or shores thereof or islands therein, regardless of the boundary lines, by any peace officers or persons of either state authorized to make arrests, whether the offenses be committed on or over any part of the lake, on the shores or islands therein, regardless of the state in which the place where the offense was committed lies.

*New York-Vermont Interstate School Compact, Art. X & XI*

New York

A. General school laws. With respect to the operation and maintenance of any school of the district located in New York, the provisions of New York law shall apply except as otherwise provided in this compact and except that the powers and duties of the school board shall be exercised and discharged by the interstate board and the powers and duties of the union superintendent shall be exercised and discharged by the interstate district superintendent.

B. New York state aid. A New York school district shall be entitled to receive an amount of state aid for operating expenditures as though its share of the interstate district's expenses were the expenses of the New York member district, and as though the New York member district pupils attending the interstate school were attending a New York cooperative school district's school. The state aid shall be paid to the New York member school district to reduce the sums which would otherwise be required to be raised by taxation within the member district.

C. Continued existence of the New York member school district. A New York member school district shall continue in existence, and shall have all of the powers and be subject to all of the

obligations imposed by law and not herein delegated to the interstate district. If the interstate district incorporates only a part of the schools in the member school district, then the school board of the member school district shall continue in existence and it shall have all of the powers and be subject to all of the obligations imposed by law on it and not herein delegated to the district. However, if all of the schools in the member school district are incorporated into the interstate school district, then the member or members of the interstate board representing the member district shall have all of the powers and be subject to all of the obligations imposed by law on the members of a school board for the member district and not herein delegated to the interstate district. The New York member school district shall remain liable on its existing indebtedness; and the interstate school district shall not become liable therefore, unless the indebtedness is specifically assumed in accordance with the articles of agreement. Any trust funds or capital reserve funds and any property not taken over by the interstate district shall be retained by the New York member district and held or disposed of according to law. If all of the schools in a member district are incorporated into an interstate district, then no annual meeting of the member district shall be required unless the members of the interstate board from the member district shall determine that there is occasion for such an annual meeting.

D. Suit and service of process in New York. The courts of New York shall have the same jurisdiction over the district as though a New York member district were a party instead of the interstate district. The service necessary to institute suit in New York shall be made on the district by leaving a copy of the writ or other proceedings in hand or at the last and usual place of abode of one of the directors who reside in New York, and by mailing a like copy to the clerk and to one other director by certified mail with return receipt requested.

E. Employment. Each employee of an interstate district assigned to a school located in New York shall be considered an employee of a New York school district for the purpose of the New York teachers' retirement system, the New York state employees' retirement system, the New York workers' compensation law and any other law relating to the regulation of employment or the provision of benefits for employees of New York school districts except as follows:

1. A teacher in a New York member district may elect to remain a member of the New York teachers' retirement system, even though assigned to teach in an interstate school in Vermont.
2. Employees of interstate districts designated as professional or instructional staff members, as defined in article I hereof, may elect to participate in the teachers' retirement system of either the state of New York or state of Vermont but in no case will they participate in both retirement systems simultaneously.
3. It shall be the duty of the superintendent in an interstate district to: (a) advise teachers and other professional staff employees contracted for the district about the terms of the contract and the policies and procedure of the retirement systems; (b) see that each teacher or professional staff employee selects the retirement system of his choice at the time his contract is signed; (c) provide the commissioners of education in New York and in Vermont with the names and other pertinent information regarding each staff member under his jurisdiction so that each may be enrolled in the retirement system of his preference.

#### Vermont

A. General school laws. With respect to the operation and maintenance of any school of the district located in Vermont, the provisions of Vermont law shall apply except as otherwise provided in this compact and except that the powers and duties of the school board shall be

exercised and discharged by the interstate board and the powers and duties of the union superintendent shall be exercised and discharged by the interstate district superintendent.

B. Vermont state aid. A Vermont school district shall be entitled to receive such amount of state aid for operating expenditures as though its share of the interstate district's expenses were the expenses of the Vermont member district, and as though the Vermont member district pupils attending the interstate schools were attending a Vermont union school district's schools. Such state aid shall be paid to the Vermont member school district to reduce the sums which would otherwise be required to be raised by taxation within the member district.

C. Continued existence of Vermont member school district. A Vermont member school district shall continue in existence, and shall have all the powers and be subject to all of the obligations imposed by law and not herein delegated to the interstate district. If the interstate district incorporates only a part of the schools in the member school district, then the school board of the member school district shall continue in existence and it shall have all of the powers and be subject to all of the obligations imposed by law on it and not herein delegated to the district. However, if all of the schools in the member school district are incorporated into the interstate school district, then the member or members of the interstate board representing the member district shall have all of the powers and be subject to all of the obligations imposed by law on the members of a school board for the member district and not herein delegated to the interstate district. The Vermont member school district shall remain liable on its existing indebtedness; and the interstate school district shall not become liable therefore. Any trust funds and any property not taken over shall be retained by the Vermont member school district and held or disposed of according to law.

D. Suit and service of process in Vermont. The courts of Vermont shall have the same jurisdiction over the districts as though a Vermont member district were a party instead of the interstate district. The service necessary to institute suit in Vermont shall be made on the district by leaving a copy of the writ or other proceedings in hand or at the last and usual place of abode of one of the directors who resides in Vermont, and by mailing a like copy to the clerk and to one other director by certified mail with return receipt requested.

E. Employment. Each employee of an interstate district assigned to a school located in Vermont shall be considered an employee of a Vermont school district for the purpose of the state teachers' retirement system of Vermont, the state employees' retirement system, the Vermont workers' compensation law, and any other law relating to the regulation of employment or the provision of benefits for employees of Vermont school districts except as follows:

1. A teacher in a Vermont member district may elect to remain a member of the state teachers' retirement system of Vermont, even though assigned to teach in an interstate school in New York.
2. Employees of interstate districts designated as professional or instructional staff members, as defined in article I hereof, may elect to participate in the teachers' retirement system of either the state of Vermont or the state of New York but in no case will they participate in both retirement systems simultaneously.
3. It shall be the duty of the superintendent in an interstate district to: (a) advise teachers and other professional staff employees contracted for the district about the terms of the contract and the policies and procedures of the retirement system; (b) see that each teacher or professional staff employee selects the retirement system of his choice at the time his contract is signed; (c) provide the commissioners of education in New York and in Vermont with the names and other

pertinent information regarding each staff member under his jurisdiction so that each may be enrolled in the retirement system of his preference.

## **Rulemaking and Enforcement**

### *New York-New Jersey Port Authority Compact, Art. XVIII*

The port authority is hereby authorized to make suitable rules and regulations not inconsistent with the constitution of the United States or of either state, and subject to the exercise of the power of congress, for the improvement of the conduct of navigation and commerce, which, when concurred in or authorized by the legislatures of both states, shall be binding and effective upon all persons and corporations affected thereby.

### *Interstate Compact for Adult Offender Supervision, Art. VIII*

The Interstate Commission shall promulgate Rules in order to effectively and efficiently achieve the purposes of the Compact including transition rules governing administration of the compact during the period in which it is being considered and enacted by the states; Rulemaking shall occur pursuant to the criteria set forth in this Article and the By-laws and Rules adopted pursuant thereto. Such rulemaking shall substantially conform to the principles of the federal Administrative Procedure Act, 5 U.S.C.S. section 551 et seq., and the Federal Advisory Committee Act, 5 U.S.C.S. app. 2, section 1 et seq., as may be amended (hereinafter "APA"). All Rules and amendments shall become binding as of the date specified in each Rule or amendment. If a majority of the legislatures of the Compacting States rejects a Rule, by enactment of a statute or resolution in the same manner used to adopt the compact, then such Rule shall have no further force and effect in any Compacting State.

When promulgating a Rule, the Interstate Commission shall:

- publish the proposed Rule stating with particularity the text of the Rule which is proposed and the reason for the proposed Rule;
- allow persons to submit written data, facts, opinions and arguments, which information shall be publicly available;
- provide an opportunity for an informal hearing; and
- promulgate a final Rule and its effective date, if appropriate, based on the rulemaking record.

Not later than sixty days after a Rule is promulgated, any interested person may file a petition in the United States District Court for the District of Columbia or in the Federal District Court where the Interstate Commission's principal office is located for judicial review of such Rule. If the court finds that the Interstate Commission's action is not supported by substantial evidence, (as defined in the APA), in the rulemaking record, the court shall hold the Rule unlawful and set it aside.

Subjects to be addressed within 12 months after the first meeting must at a minimum include:

- notice to victims and opportunity to be heard;
- offender registration and compliance;
- violations/returns;
- transfer procedures and forms;

- eligibility for transfer;
- collection of restitution and fees from offenders;
- data collection and reporting;
- the level of supervision to be provided by the receiving state;
- transition rules governing the operation of the compact and the Interstate Commission during all or part of the period between the effective date of the compact and the date on which the last eligible state adopts the compact;
- mediation, arbitration and dispute resolution.

The existing rules governing the operation of the previous compact superceded by this Act shall be null and void twelve (12) months after the first meeting of the Interstate Commission created hereunder. Upon determination by the Interstate Commission that an emergency exists, it may promulgate an emergency rule which shall become effective immediately upon adoption, provided that the usual rulemaking procedures provided hereunder shall be retroactively applied to said rule as soon as reasonably possible, in no event later than 90 days after the effective date of the rule.

### **Effective Date**

#### *Interstate Compact for Adult Offender Supervision, Art. XI*

The Compact shall become effective and binding upon legislative enactment of the Compact into law by no less than 35 of the States. The initial effective date shall be the later of July 1, 2001, or upon enactment into law by the 35th jurisdiction. Thereafter it shall become effective and binding, as to any other Compacting State, upon enactment of the Compact into law by that State.

#### *Republican River Compact, Art. XI*

This compact shall become operative when ratified by the Legislature of each of the States, and when consented to by the Congress of the United States by legislation providing, among other things, that:

- (a) Any beneficial consumptive uses by the United States, or those acting by or under its authority, within a State, of the waters allocated by this compact, shall be made within the allocations hereinabove made for use in that State and shall be taken into account in determining the extent of use within that State.
- (b) The United States, or those acting by or under its authority, in the exercise of rights or powers arising from whatever jurisdiction the United States has in, over, and to the waters of the Basin shall recognize, to the extent consistent with the best utilization of the waters for multiple purposes, that beneficial consumptive use of the waters within the Basin is of paramount importance to the development of the Basin; and no exercise of such power or right thereby that would interfere with the full beneficial consumptive use of the waters within the Basin shall be made except upon a determination, giving due consideration to the objectives of this compact and after consultation with all interested federal agencies and the state officials charged with the administration of this compact, that such exercise is in the interest of the best utilization of such waters for multiple purposes.
- (c) The United States, or those acting by or under its authority, will recognize any established use, for domestic and irrigation purposes, of the waters allocated by this compact which may be

impaired by the exercise of federal jurisdiction in, over, and to such waters; provided, that such use is being exercised beneficially, is valid under the laws of the appropriate State and in conformity with this compact at the time of the impairment thereof, and was validly initiated under state law prior to the initiation or authorization of the federal program or project which causes such impairment.

### **Severability**

#### *Tri-State Sanitation Compact, Art. XV*

Should any part of this compact be held to be contrary to the constitution of any signatory state or of the United States, all other severable objects of this compact shall continue to be in full force and effect.

#### *Wabash Valley Compact, Art. VIII*

The provisions of this compact shall be severable and if any phrase, clause, sentence or provision of this compact is declared to be unconstitutional or the applicability thereof to any state, agency, person or circumstance is held invalid, the constitutionality of the remainder of this compact and the applicability thereof to any other state, agency, person or circumstance shall not be affected thereby. It is the legislative intent that the provisions of this compact be reasonably and liberally construed.

### **Withdrawal and Termination**

#### *Colorado River Compact, Art. X*

This compact may be terminated at any time by the unanimous agreement of the signatory states. In the event of such termination all rights established under it shall continue unimpaired.

#### *New York-New Jersey Port Authority Compact, Art. XXI*

Either state may by its legislature withdraw from this agreement in the event that a plan for the comprehensive development of the port shall not have been adopted by both states on or prior to July 1, 1923; and when such withdrawal shall have been communicated to the governor of the other state by the state so withdrawing, this agreement shall be thereby abrogated.

#### *Interstate Compact for Adult Offender Supervision, Art. XII*

Once effective, the Compact shall continue in force and remain binding upon each and every Compacting State; PROVIDED, that a Compacting State may withdraw from the Compact ("Withdrawing State") by enacting a statute specifically repealing the statute which enacted the Compact into law. The effective date of withdrawal is the effective date of the repeal. The Withdrawing State shall immediately notify the Chairperson of the Interstate Commission in writing upon the introduction of legislation repealing this Compact in the Withdrawing State. The Interstate Commission shall notify the other Compacting States of the Withdrawing State's intent to withdraw within sixty days of its receipt thereof. The Withdrawing State is responsible for all assessments, obligations and liabilities incurred through the effective date of withdrawal, including any obligations, the performance of which extend beyond the effective date of withdrawal. Reinstatement following withdrawal of any Compacting State shall occur upon the

Withdrawing State reenacting the Compact or upon such later date as determined by the Interstate Commission.

### **Amendment and Supplementary Agreements**

#### *Rio Grande Compact, Art. XIII*

At the expiration of every five-year period after the effective date of this Compact, the Commission may, by unanimous consent, review any provisions hereof which are not substantive in character and which do not affect the basic principles upon which the Compact is founded, and shall meet for the consideration of such questions on the request of any member of the Commission; provided, however, that the provisions hereof shall remain in full force and effect until changed and amended within the intent of the Compact by unanimous action of the Commissioners, and until any changes in this Compact are ratified by the Legislatures of the respective States and consented to by the Congress, in the same manner as this Compact is required to be ratified to become effective.

#### *New York-New Jersey Port Authority Compact, Art. VII*

The port authority shall have such additional powers and duties as may hereafter be delegated to or imposed upon it from time to time by the action of the legislature of either state concurred in by the legislature of the other.

### **Judicial Settlement**

#### *Rio Grande Compact, Art. XI*

New Mexico and Texas agree that upon the effective date of this Compact all controversies between said States relative to the quantity or quality of the water of the Rio Grande are composed and settled; however, nothing herein shall be interpreted to prevent recourse by a signatory State to the Supreme Court of the United States for redress should the character or quality of the water, at the point of delivery, be changed hereafter by one signatory State to the injury of another. Nothing herein shall be construed as an admission by any signatory State that the use of water for irrigation causes increase of salinity for which the user is responsible in law.