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Passed on File.

Senate File 17
By LODWICK and DODDS.

Passed Senate, Date 1/25 Passed House, Date 2/12

Vote: Ayes 54 Nays 0 Vote: Ayes 19 Nays 0

Approved February 9, 1965

DeWitt Claffins 1/19/65 - "de pass" 1/22

on calendar 1/25

Substituted for HF 41 - 2/12

Education 1/27

A BILL FOR

An Act conferring authority on the Iowa State Traveling Library to enter into an interstate library compact to authorize cooperation with states bordering on the state of Iowa in providing library services.

Be It Enacted by the General Assembly of the State of Iowa:

1 Section 1. Iowa state traveling library is hereby authorized
2 to enter into interstate library compacts on behalf of the state
3 of Iowa with any state bordering on Iowa which legally joins
4 therein in substantially the following form.

5 The contracting states agree that:

ARTICLE I—PURPOSE

7 Because the desire for the services provided by public libraries
8 transcends governmental boundaries and can be provided most ef-
9 fectively by giving such services to communities of people regard-
10 less of jurisdictional lines, it is the policy of the states who
11 are parties to this compact to cooperate and share their respon-
12 sibilities in providing joint and cooperative library services
13 in areas where the distribution of population makes the provision
14 of library service on an interstate basis the most effective
15 way to provide adequate and efficient services.

ARTICLE II—PROCEDURE

17 The appropriate state library officials and agencies having
18 comparable powers with those of the Iowa state traveling library
19 of the party states or any of their political subdivisions may,

20 on behalf of said states or political subdivisions, enter into
21 agreements for the cooperative or joint conduct of library serv-
22 ices when they shall find that the executions of agreements to
23 that end as provided herein will facilitate library services.

24 **ARTICLE III—CONTENT**

25 Any such agreement for the cooperative or joint establish-
26 ment, operation or use of library services, facilities, person-
27 nel, equipment, materials or other items not excluded because
28 of failure to enumerate shall, as among the parties of the agree-
29 ment:

- 30 1. Detail the specific nature of the services, facilities,
31 properties or personnel to which it is applicable;
- 32 2. Provide for the allocation of costs and other financial
33 responsibilities;
- 34 3. Specify the respective rights, duties, obligations and
35 liabilities;
- 36 4. Stipulate the terms and conditions for duration, renewal,
37 termination, abrogation, disposal of joint or common property,
38 if any, and all other matters which may be appropriate to the
39 proper effectuation and performance of said agreement.

40 **ARTICLE IV—CONFLICT OF LAWS**

41 Nothing in this compact or in any agreement entered into
42 hereunder shall alter, or otherwise impair any obligation im-
43 posed on any public library by otherwise applicable laws, or
44 be constituted to supersede.

45 **ARTICLE V—ADMINISTRATOR**

46 Each state shall designate a compact administrator with whom
47 copies of all agreements to which his state or any subdivision
48 thereof is party shall be filed. The administrator shall have

49 such powers as may be conferred upon him by the laws of his state
50 and may consult and cooperate with the compact administrators
51 of other party states and take such steps as may effectuate the
52 purposes of this compact.

53 ARTICLE VI—EFFECTIVE DATE

54 This compact shall become operative when entered in by two
55 or more entities having the powers enumerated herein.

56 ARTICLE VII—RENUNCIATION

57 This compact shall continue in force and remain binding upon
58 each party state until six months after any such state has given
59 notice of repeal by the legislature. Such withdrawal shall not
60 be construed to relieve any party to an agreement authorized by
61 Articles II and III of the compact from the obligation of that
62 agreement prior to the end of its stipulated period of duration.

63 ARTICLE VIII—SEVERABILITY—CONSTRUCTION

64 The provisions of this compact shall be severable. It is
65 intended that the provisions of this compact be reasonably and
66 liberally construed.

1 Sec. 2. Administrator. The director of the Iowa state
2 traveling library shall be the compact administrator. The com-
3 pact administrator shall receive copies of all agreements
4 entered into by the state or its political subdivisions and
5 other states or political subdivisions; consult with, advise
6 and aid such governmental units in the formulation of such
7 agreements; make such recommendations to the governor, legisla-
8 ture, governmental agencies and units as he deems desirable to
9 effectuate the purposes of this compact and consult and cooper-
10 ate with the compact administrators of other party states.

1 Sec. 3. Agreements. The compact administrators and the chief

2 executive of any county, city, village, town or library board
3 is hereby authorized and empowered to enter into agreements
4 with other states or their political subdivisions pursuant to
5 the compact. Such agreements as may be made pursuant to this
6 compact on behalf of the state of Iowa shall be made by the
7 compact administrator. Such agreements as may be made on be-
8 half of a political subdivision shall be made after due notice
9 to the compact administrator and consultation with him.

1 Sec. 4. Enforcement. The agencies and officers of this
2 state and its subdivisions shall enforce this compact and do
3 all things appropriate to effect its purpose and intent which
4 may be within their respective jurisdiction.

1 Sec. 5. This Act, being deemed of immediate importance, shall
2 take effect and be in force from and after its publication in The
3 Daily Gate City, a newspaper published in Keokuk, Iowa, and in the
4 Burlington Hawk-Eye, a newspaper published in Burlington, Iowa.