



COMPARISON OF UNIFORM LAWS AND INTERSTATE COMPACTS

As we consider the various issues related to the integration and reconciliation of the jurisdictional provisions of the UCCJA, UCCJEA, and the ICPC it is important to distinguish between uniform laws such as the UCCJA and UCCJEA and interstate compacts such as the ICPC and ICJ.

Uniform Acts or laws are promulgated by the National Conference of Commissioners on Uniform State Laws in an effort to study and review the laws of the states to determine which areas should be uniform between the states. Legislatures are urged to adopt Uniform Acts exactly as written to promote such uniformity. Model Acts are designed to serve as guideline legislation, which states can borrow from, or adapt, to suit their individual needs and conditions. Although legislatures are urged to adopt uniform acts as written, they are not required to do so and may make changes to fit individual state needs. Uniform acts do not constitute a contract between the states, even if adopted by all states in the same form, and thus, unlike contracts, are not binding upon or enforceable against the states. Other examples of uniform acts include the Uniform Commercial Code, Uniform Fraudulent Transfer Act , Uniform Anatomical Gift Act, and the Uniform Gift to Minors Act.

While uniform acts unify state laws as to those states adopting them, compacts can provide enforcement tools not only as to the populous but also as to the states themselves. Compacts are, therefore a more powerful, albeit complex, tool for promoting uniform state behavior as to the subject matter of the compact. A state's failure to adopt a uniform law exactly as proposed has no impact on the state's relation to the other similarly situated states as sovereigns within a

constituent union. A state's decision to unilaterally modify a uniform law after adoption does not constitute any type of violation for which the state is accountable. However, for these same reasons, uniform action by states which have adopted uniform acts while encouraged, cannot be enforced by other states which have adopted the uniform act in question.

Interstate compacts such as the ICPC are binding legal contracts with their terms and conditions controlling – even trumping – the actions and conduct of the member states as to the subject matter of the compacts. The fact that compacts are creations of individual state legislatures in no way alters their status as contracts with enforceable obligations between member states. The contractual character of the compact controls over unilateral action by a state; no state being allowed to adopt any laws “impairing the obligations of contracts,” including a contract adopted by state legislatures pursuant to the Compact Clause. *See U.S. Constitution, Article I, Section 10, Clause 1, also West Virginia vs. Sims, 341 U.S. 22, 33 (1951) (Reed, J., concurring); see also Hinderlider vs. La Plata River & Cherry Creek Ditch Co., 101 Colo. 73 (1937), rev'd 304 U.S. 92 (1938).* Compacts fundamentally constitute enforceable obligations between states just as if the states were acting as private parties to a legally binding contract. Moreover, if the compact is granted congressional consent under the compact clause of the federal Constitution, the states' agreement is “transformed” into federal law. *See Cuyler v. Adams, 449 U.S. 433, 440 (1981).* A congressionally sanctioned compact within the Compact Clause is a federal law subject to federal construction. *See Carchman v. Nash, 473 U.S. 716 (1985).*

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