

DECLARATION OF INTERSTATE RECIPROCITY AGREEMENT
BETWEEN
THE STATE OF IOWA AND
THE STATE OF NEBRASKA

THIS RECIPROCITY AGREEMENT is entered into by the State of Iowa, acting through the Department of Motor Vehicle Services; and Motor Vehicle Enforcement, Iowa Department of Transportation, 6310 SE Convenience Blvd, Ankeny, IA 50021 (“Iowa DOT”) and the State of Nebraska, acting through the Department of Motor Vehicles, and Nebraska State Patrol, (NE DMV NSP) at P.O. Box 94789, Lincoln, NE 68509-4789, and at 1600 Highway 2, Lincoln, NE 68502, respectively.

WITNESSETH:

WHEREAS, The Federal Motor Carrier Safety Administration (FMCSA) has adopted rules implementing the Commercial Motor Vehicle Safety Act of 1986, Public Law 99-570 (49 United States Code Chapter 313). FMCSA has authorized states to exempt certain drivers, including operators of farm vehicles, as defined by Title 49, Code of Federal Regulations (“C.F.R.”) Part 390.5, from the commercial driver’s license requirements pursuant to 49 C.F.R. 383.3(d). Pursuant to 49 C.F.R. Sec. 383.3(d), Iowa and Nebraska legislatures have enacted laws exempting operators of farm vehicles from the commercial driver’s license requirement.

WHEREAS, 49 C.F.R 383.3(d) limits the use of a farm vehicle exemption to the driver’s home state, unless the home state has entered into a reciprocity agreement with adjoining states; and

WHEREAS, Iowa DOT and NE DMV NSP wish to enter into a Reciprocity Agreement to allow farm vehicle operators licensed in Iowa or Nebraska to be exempt from the commercial driver’s license requirement when operating farm vehicles in the other participating state, provided such operation is consistent with the exemption in 49 CFR 383.3(d) and each state’s

respective state law on farm vehicle exemptions to the commercial driver's license requirement. The Parties believe it will benefit both States and their citizens, for the States to enter into this Reciprocity Agreement, granting interstate reciprocity and proportional licensing as stated below. This Reciprocity Agreement documents the rights and responsibilities of Iowa DMV and NE DMV NSP.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. This Reciprocity Agreement shall be in effect commencing on the date it is last executed by the duly authorized representatives of Iowa DOT and NE DMV NSP and shall continue until either party terminates the Reciprocity Agreement, as described in paragraph (3) below, or a statutory change becomes effective that prohibits the use of reciprocity agreements to extend commercial driver's license exemptions to adjoining states.

2. Iowa DOT and NE DMV NSP agree that any driver from either Iowa or Nebraska who possesses a valid non-commercial driver's license may operate a farm vehicle within either state if the farm vehicle:

- A. Is a properly operated farm vehicle under the laws of either state;
- B. Is controlled and operated by a farmer, including operation by his or her employees or family members, so long as the operator holds a valid driver's license in either state and is eighteen (18) years of age or older;
- C. Is used exclusively to transport either agricultural products, farm machinery, farm supplies, or both to or from the farmer's farm;
- D. Is not used in the operations of a common or contract carrier;
- E. Is not a combination of truck-tractor and semi-trailer and;
- F. Is used only within 150 miles of the farmer's farm.

3. Either party may terminate this Reciprocity Agreement at any time for a material breach of contractual obligations by providing the other party with written notice of termination. Such termination will become effective 30 days after written notice is provided to the Parties of this Reciprocity Agreement. In addition, the parties each have the authority to terminate this reciprocity agreement at any time without cause by providing the other party with written notice of termination. Should either party exercise its right to terminate the contract without cause, termination will become effective ninety (90) days after written notice is provided to the parties.

4. Unless terminated pursuant to paragraph 3, this Reciprocity Agreement shall remain in effect as long as the reciprocity contemplated herein is statutorily authorized. Should either state or federal law ever prohibit the reciprocity contemplated herein, this Reciprocity Agreement is null and void.

5. This Reciprocity Agreement shall be binding upon the Parties and their successors and assigns.

6. Each party will be responsible for its own acts and the results from those acts and shall not be responsible for the acts of the other party and the results arising from those acts. Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting from any operations or conduct of its agents or employees under this Reciprocity Agreement. Each party's liabilities shall be governed by each party's applicable state law.

7. This Reciprocity Agreement is made for the sole benefit of the Parties hereto and nothing herein shall be construed to give any rights or benefits to anyone other than Iowa DOT or NE DMV NSP.

8. The Parties declare that the cooperative undertaking herein described shall be administered by the Iowa DOT Chief of Motor Vehicle Enforcement and Director of Driver

Services for the purpose of administering the provisions of this agreement and the Secretary for the NE DMV NSP or such authorized designees as the Parties may designate in writing.

9. Any notice or other communication required under this Reciprocity Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Chief of Motor Vehicle Enforcement and Director of Driver Services on behalf of Iowa DOT, and to the Superintendent of the Nebraska State Patrol and Director of the Nebraska Department of Motor Vehicles on behalf of NE DMV NSP, or such authorized designees as the Parties may designate in writing. Notices or communications to or between the Parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

10. Any change in this Reciprocity Agreement whether by modification or supplementation, must be accomplished by a formal amendment signed and approved by the duly authorized representatives of Iowa DOT and NE DMV NSP.

11. If any court of competent jurisdiction holds any provision of this Reciprocity Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision.

12. All prior discussions, communications and representations concerning the subject matter of this Reciprocity Agreement are superseded by the terms of this Reciprocity Agreement, and except as specifically provided herein, this Reciprocity Agreement constitutes the entire agreement with respect to the subject matter.

13. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. Nothing in this Reciprocity Agreement shall be construed as an indemnification by one party of the other for liabilities of a participating agency or third persons

for property loss or damage or death or personal injury arising out of and during the performance of activities under this Reciprocity Agreement. Any liabilities or claims for property loss or damage or for the death or personal injury by a party or its employees or by third persons, arising out of or during the performance of activities under this Reciprocity Agreement shall be determined according to applicable law. Nothing in this Reciprocity Agreement shall be considered as a waiver by the State of Nebraska of any provisions of the State Tort Claims Act, Ne.Rev.Stat 81-8,209 et.seq., and nothing in this Reciprocity Agreement shall be considered as a waiver by the State of Iowa of any provisions of the Iowa Tort Claims Act, Iowa Code chapter 669. In addition, nothing herein shall be construed as consent by Iowa DOT to suit in the courts of the state of Nebraska, and nothing herein shall be construed as consent by NE DMV NSP to suit in the courts of the state of Iowa.

14. This Reciprocity Agreement is intended only to govern the rights and interest of the Parties. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

15. This Reciprocity Agreement is limited to commercial driver's license exemptions for operators of farm vehicles as specified in paragraph 2. All other laws governing motor vehicles, vehicle registration requirements, and driver's licenses administered by the respective Parties remain in full force and effect.

16. By the signature of their representative below, Iowa DOT and NE DMV NSP certify that approval of this Reciprocity Agreement by appropriate means has been obtained by that governmental body's officer and that the representative is authorized to sign on the party's behalf.

17. This Reciprocity Agreement shall be properly approved and filed as required by each state's respective laws.

18. In addition to the Parties' execution of this agreement, the terms and conditions of this Reciprocity Agreement have been circulated among the affected State agencies. Authorized representatives of such agencies concur that this Reciprocity Agreement is in the best interests of their respective states.

In Witness Whereof, the Parties signify their agreement effective on the last date all the duly authorized representatives of the Parties have affixed their signatures below.

IOWA DEPARTMENT OF TRANSPORTATION

By 

Chief of Motor Vehicle Enforcement
6310 SE Convenience Blvd.
Ankeny, Iowa 50021

Date: 08/18/11

By 

Director of Driver Services
6310 SE Convenience Blvd.
Ankeny, Iowa 50021

Date: 08/18/11

NEBRASKA DEPARTMENT OF MOTOR VEHICLES:

By Beverly Neth
Beverly Neth,
Director, Nebraska Department of Motor Vehicles
301 Centennial Mal South
Lincoln, NE 68509-4789

Date Aug. 26, 2011

NEBRASKA STATE PATROL:

By Colonel David Sankey
Colonel David Sankey
Superintendent, Nebraska State Patrol

Date 10/2/11

Approved as to Form:
Robert G. ...
Iowa DOT Counsel

Melvin ...
NE DMV Counsel

Walter O. ...
NE NSP Counsel