

Nebraska CDL Agreement

Qualifying farmers can take advantage of an exception from CDL requirements. Applies to the driver of a vehicle that is operated in interstate commerce between Missouri and Nebraska that:

- Is properly operated as a farm vehicle under the laws of either state;
- 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;
- Is used exclusively to transport either agricultural products, farm machinery, farm supplies, or both to or from the farmer's farm;
- Is not used in the operations of a common or contract carrier;
- Is not a combination of truck-tractor and semi-trailer (Straight trucks or straight trucks pulling a trailer may still qualify for this exception);
- Is not carrying hazardous materials of a type or quantity that requires the commercial motor vehicle to be placarded; and
- Is only used within 150 miles of the farmer's farm.

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MEMORANDUM OF UNDERSTANDING WITH THE
STATE OF NEBRASKA DEPARTMENT OF MOTOR VEHICLES AND THE
NEBRASKA STATE PATROL**

THIS MEMORANDUM OF UNDERSTANDING, (hereinafter, "MOU") is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the State of Nebraska Department of Motor Vehicles and Nebraska State Patrol (hereinafter, "NE DMV NSP").

WITNESSETH:

WHEREAS, the Commercial Motor Vehicle Safety Act of 1986, Public Law 99-570 (49 United States Code Chapter 313), requires any person who operates a vehicle in commerce designed to transport 16 passengers or more (including the driver) or property: with a gross vehicle weight rating of at least 26,001 pounds, or a lesser gross vehicle weight, if prescribed by the Federal Motor Carrier Safety Administration in an administrative rule; or used to transport hazardous material to obtain a commercial driver's license; and

WHEREAS, in its administrative rules implementing the Commercial Motor Vehicle Safety Act of 1986, the Federal Motor Carrier Safety Administration has authorized states to exempt certain drivers, including operators of farm vehicles, from the commercial driver's license requirements pursuant to Title 49, Code of Federal Regulations (hereinafter "CFR") Part 383.3(d); and

WHEREAS, operating under the authority granted by 49 CFR 383.3(d), the Missouri and Nebraska legislatures have both enacted laws exempting operators of farm vehicles from the commercial driver's license requirement (see Section 302.775 RSMo; Neb. Rev. Stat. §60-462.01 and §60-465); and

WHEREAS, 49 CFR 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, the Commission and the NE DMV NSP wish to enter into a reciprocity agreement to allow operators of farm vehicles licensed in either Missouri or Nebraska to be exempt from the commercial driver's license requirement when such operators are 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; and

WHEREAS, an agreement is necessary to document the rights and responsibilities of the Commission and the NE DMV NSP regarding this reciprocity agreement; and

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

(1) DURATION OF MOU: This MOU shall be in effect commencing on the date the MOU is last executed by the Commission and the NE DMV NSP and shall continue until one of the parties terminates the MOU, as described in paragraph (4) below, or until a statutory change becomes effective that prohibits the use of reciprocity agreements to extend commercial driver's license exemptions to adjoining states.

(2) OBLIGATIONS OF PARTIES: The Commission and the NE DMV NSP agree that any driver from either Missouri 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 properly operated as a 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;

(F) Is not carrying hazardous materials of a type or quantity that requires the commercial motor vehicle to be placarded in accordance with 49 CFR 177.823; and

(G) Is only used within 150 miles of the farmer's farm.

(3) COOPERATION AND DISCLOSURE OF INFORMATION: The parties agree to notify one another prior to promulgating any administrative rules regarding the terms of this MOU or regarding the commercial driver's license exemption for operators of farm vehicles.

(4) TERMINATION: The parties each have the authority to terminate this MOU at any time for a material breach of contractual obligations by providing the other party with written notice of termination. Should either party exercise its right to terminate the contract for such reasons, termination will become effective 30 days after written notice is provided to the other party.

(5) SUCCESSORS AND ASSIGNS: The parties agree that this MOU and all agreements entered into under the provisions of this MOU shall apply to and be binding upon the parties hereto and their successors and assigns.

(6) RESPONSIBILITIES OF THE PARTIES: Each party will be responsible for its own acts and the results arising from those actions and shall not be responsible for the acts of the other party and the results arising from those actions. 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 MOU, and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts or acts of negligence, or failure to exercise proper precautions, of or by itself or its own agents or own employees, while performing its obligations under this MOU. Each party's liabilities shall be governed by applicable state law.

(7) SOVEREIGN IMMUNITY AND NO THIRD PARTY BENEFICIARIES: Nothing herein shall be construed as a waiver of the parties' sovereign immunity or rights under the Eleventh Article of Amendment to the Constitution of the United States. Nothing in this MOU shall be deemed to create or give rise to any right of action in, or any liability to, or any third party claiming to have suffered a loss, damage or injury by virtue of any alleged failure by either party to comply with the terms of this MOU.

(8) VENUE: Any action at law, suit in equity, or other judicial proceeding to enforce or construe this MOU, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri or in the District Court of Lancaster County, Nebraska.

(9) SOLE BENEFICIARY: This MOU is made for the sole benefit of the parties hereto and nothing in this MOU shall be construed to give any rights or benefits to anyone other than the Commission and the NE DMV NSP.

(10) AMENDMENTS: Any change in this MOU, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Commission and the NE DMV NSP.

(11) COMMISSION REPRESENTATIVE: The Commission's Director of Motor Carrier Services is designated as the Commission's representative for the

purpose of administering the provisions of this MOU. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this MOU.

(12) The NE DMV Director and NSP's Superintendent of Law Enforcement and Public Safety are designated as the Nebraska representatives for the purpose of administering the provisions of this MOU. The NE DMV and NSP's representatives may designate by written notice other persons having the authority to act on behalf of the NE DMV and NSP in furtherance of the performance of this MOU.

(13) CONSENT FOR ASSIGNMENT: No party to this MOU shall assign, transfer, or delegate any interest in this MOU without the prior written consent of the other party.

(14) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the Commission:
Jan Skouby
Director of Motor Carrier Services
P.O. Box 893
Jefferson City, MO 65102
Fax: (573) 751-4354
- (B) To the Nebraska Department of Motor Vehicles :
Beverly Neth
Director
P.O. Box 94789
Lincoln, NE 68509-4789
- (C) To the Nebraska State Patrol :
Colonel Bryan Tuma
Superintendent of Law Enforcement and Public Safety
1600 Highway 2
Lincoln, NE 68502

(15) SECTION HEADINGS: All section headings contained in this MOU are for the convenience of reference only and are not intended to define or limit the scope of any provision of this MOU.

(16) SEVERABILITY: If any clause or provision of this MOU is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(17) CONTRACT LANGUAGE: The language of this MOU reflects negotiations between the Commission and the NE DMV NSP, each of which have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this MOU, general rules construing ambiguities against the drafter shall not apply.

(18) AUTHORITY TO EXECUTE: The signers of this MOU warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this MOU.

(19) ENTIRE AGREEMENT: This MOU represents the entire understanding and agreement between the parties hereto regarding this subject and supercedes all prior understandings, communications and agreements, written or oral between the parties hereto with respect to the subject matter hereof.

(20) APPLICABLE TO FARM VEHICLES ONLY: This MOU is limited to commercial driver's license exemptions for operators of farm vehicles, as specified in paragraph (2). All other laws governing motor vehicles and driver's licenses administered by the respective parties remain in full force and effect.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding on the date last written below.

Executed by the NE DMV this 8 day of Jan, 2010

Executed by the NE NSP this 6 day of JANUARY 2010

Executed by the Commission this 21 day of January 2010

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By Kevin Hutch

Title Chief Engineer

ATTEST:

Pamela H. Horden

Secretary to the Commission

Approved as to Form:

Ann M. Ludwig
Commission Counsel

NEBRASKA DEPARTMENT OF
MOTOR VEHICLES

By Barry White

Title Director DMV

ATTEST:

William Arthur Shanks
NE DMV Counsel

NEBRASKA STATE PATROL

By Barry

Title Superintendent

ATTEST:

Approved as to Form:

Steven J. Shaw
NE NSP Counsel