

CCO Form:
Approved: 11/06 (KSB)
Revised:
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
IOWA TRANSPORTATION DEPARTMENT
BI-STATE RECIPROCITY AGREEMENT**

THIS AGREEMENT is entered into by the State of Missouri, acting by and through the Missouri Highways and Transportation Commission (hereinafter, "Missouri") and the State of Iowa, acting by and through the Iowa Department of Transportation (hereinafter, "Iowa").

WITNESSETH:

WHEREAS, Missouri and Iowa desire to enter into a reciprocal agreement authorizing certain interstate movements by qualified motor vehicles to be exempt from interstate fuel tax reporting and fuel licenses and or fuel decal display requirements.

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

(1) DEFINITIONS: For the purpose of this Memorandum of Understanding, the following terms shall have the definitions set forth below:

- (A) STATE: Either the State of Iowa or the State of Missouri.
- (B) RECIPROCITY: Exemption from interstate fuel tax reporting and/or displaying of fuel licenses and/or display of fuel decal(s) requirements for qualified motor vehicles that use fuel upon which the tax has been paid. Exemption reciprocity covered under this agreement shall not extend to for-hire movements of persons or property. In addition, nothing contained in this agreement shall be construed to exempt the owner or operator of any qualified motor vehicle used in the transporting of persons or property for-hire from compliance with the laws and regulations of either state with respect to the necessity of procuring authority to operate, the registration of the vehicle or the filing of insurance coverage. Further, it shall not be construed to exempt or waive compliance with the weight or dimension laws of the respective states.
- (C) QUALIFIED MOTOR VEHICLE: a motor vehicle used, designed, or maintained for the transportation of farmer/rancher owned raw farm products and farm/ranch equipment; as long as the vehicle is properly registered under Chapter 321.121 IA statutes and Chapter 301 of the Missouri Revised Statutes, and:
 - 1. Having two axles and a gross vehicle weight rating or registered gross vehicle weight exceeding 26,000 pounds or 11,797 kilograms; or
 - 2. Having three or more axles regardless of weight; or

3. Is used in combination when the weight of such combination exceeds 26,000 pounds or 11,797 kilograms gross vehicle weight or registered gross vehicle weight, "Qualified Motor Vehicle" does not include recreational vehicle.
- (D) **SCHOOL BUS:** A motor vehicle used solely to transport students to or from school or to transport students to or from any place for educational purposes.
- (2) **QUALIFIED MOTOR VEHICLES RECIPROCITY:** Qualified Motor Vehicles of residents of either state operating within 30 road miles of the Iowa/Missouri border are granted reciprocity. Any travel beyond 30 road miles of the Iowa/Missouri border excludes a Qualified Motor Vehicle from the exemption permitted under this agreement.
- (3) **STATE OR POLITICAL SUBDIVISION RECIPROCITY:** Qualified Motor Vehicles owned or leased and operated by a state or any political subdivision of that state and displaying tax exempt, municipal or state owned registration plates are granted reciprocity throughout the other state.
- (4) **SCHOOL BUS RECIPROCITY:** All school buses owned or leased and operated by a resident of either state while used in the transportation of pupils to and from school related and/or school sponsored events are granted reciprocity throughout the other state.
- (5) **SUSPENSION OR CANCELLATION OF RECIPROCITY PRIVILEGES:** A state may cancel or suspend the reciprocity privileges of a resident of the other state. A canceling/suspending state shall give written notice thereof to the other state and shall include in such notice a statement of the reason for such cancellation or suspension.
- (6) **CONTINUING DURATION:** The terms of this Agreement will be of a continuing duration until terminated pursuant to the terms of this Agreement or by mutual consent of the parties.
- (7) **CANCELLATION:** Either party to this Agreement may cancel this Agreement at any time by giving 30 days written notice of such to the other party.
- (8) **EFFECTIVE DATE OF AGREEMENT:** This agreement will take effect on October 1, 2006.
- (9) **SOVEREIGN IMMUNITY:** Nothing herein shall be construed as consent by the State of Missouri to suit in the courts of the State of Iowa or a waiver of its sovereign immunity or rights under the Eleventh Article of Amendment to the Constitution of the United States. Nothing herein shall be construed as consent by the State of Iowa to suit in courts of the State of Missouri or a waiver of its sovereign immunity or rights under the Eleventh Article of Amendment to the Constitution of the United States. Nothing in this Agreement 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 Agreement. This Agreement does not grant any rights to any party except Iowa and Missouri.
- (10) **SOVEREIGNTY:** Missouri and Iowa enter into this Agreement as sovereign states and not as principal and agent or as a joint venture.

(11) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of Iowa and Missouri.

(12) AUTHORITY TO EXECUTE: The signers of this Agreement 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 agreement.

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

Executed by Iowa this 27 day of November, 2006.

Executed by Missouri this 8 day of December, 2006.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By:

Jaw Souby

Title

MCS Director

IOWA DEPARTMENT OF
TRANSPORTATION

By:

Ruth Skluzacek
Ruth Skluzacek

Title

Director, Office of Motor Carrier Services

Attest:

Mari Ann Kinters
Secretary to the Commission

Approved as to Form:

Candice J. Olson
Counsel

Approved as to Form:

[Signature]
Commission Counsel