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

THIS RECIPROCITY AGREEMENT is entered into by the State of Kansas, acting through the Director of Vehicles, Department of Revenue, Division of Vehicles, 915 SW Harrison Street, Topeka, Kansas 66626, ("KS DMV") 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), Kansas and Nebraska legislatures have enacted laws exempting operators of farm vehicles from the commercial driver's license requirement. (*See:* K.S.A. 2009 Supp. § 8-1,127(a); Neb.Rev.Stat. § 60-462.01 and § 60-465). That under K.S.A. 8-127(b) and K.S.A. 74-4302, the Director of Vehicles for KS DMV has authority to enter into this MOA.

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, KS DMV and NE DMV NSP wish to enter into a Reciprocity Agreement to allow farm vehicle operators licensed in Kansas 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 KS 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 KS DMV and NE DMV NSP and shall continue until either Party terminates the Reciprocity Agreement, as described in paragraph (4) 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. KS DMV and NE DMV NSP agree that any driver from either Kansas 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;

F. Is properly registered as a farm vehicle or farm truck; and

G. Is used only within 150 air 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.

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 limited to reciprocity of licensing rights, specified in paragraph 2 above, between the States and does not address reciprocity between the States with regard to vehicle registration requirements.

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

7. 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.

8. Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Reciprocity Agreement or regarding its alleged breach, shall be instituted only in the Third

Judicial District, Shawnee County, Kansas or in the District Court of Lancaster County, Nebraska.

9. 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 KS DMV or NE DMV NSP.

10. The Parties declare that the cooperative undertaking herein described shall be administered by the Director of Vehicles for KS DMV and the Secretary for the NE DMV NSP or such authorized designees as the Parties may designate in writing.

11. 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 Director of Vehicles on behalf of KS DMV, and by 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.

12. 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 KS DMV and NE DMV NSP.

13. 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.

14. 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.

15. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the States to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment. 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 Kansas of any provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

16. 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.

17. 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.

18. By the signature of their representative below, KS DMV 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.

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

22. In addition to the Parties' execution this agreement, the terms and conditions of this Reciprocity Agreement have been circulated amongst 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.

KANSAS DIVISION OF VEHICLES

By _____
Carmen Alldritt
Director of Vehicles for KS DMV
Docking State Office Building, 1st Floor
915 SW Harrison Street
Topeka, KS 66626-0001
Date: 3/26/2010

By _____
Colonel Terry Maple
Superintendent, Kansas Highway Patrol
122 SW 7th
Topeka, KS 66603
Date: 3/26/2010

By _____
Susan K. Duffy
Executive Director, Kansas Corporation Commission
1500 Southwest Arrowhead Road
Topeka, KS 66604-4027
Date: 3/25/2010

NEBRASKA DEPARTMENT OF MOTOR VEHICLES:

By _____

Beverly Neth
Director
Date 4/28/10

NEBRASKA STATE PATROL

By _____
Colonel Brian Tuma
Superintendent
Date 4/28/10

Approved as to Form:

_____
KS DMV Counsel

_____
KS KHP Counsel

_____
KS KCC Counsel

_____
NE DMV Counsel

_____
NE NSP Counsel

FIRST AMENDMENT TO THE DECLARATION OF INTERSTATE RECIPROCITY AGREEMENT BETWEEN THE STATE OF NEBRASKA AND THE STATE OF KANSAS

This amendment to the Declaration of Interstate Reciprocity Agreement Between the State of Nebraska and the State of Kansas is entered into by and between the Director of Vehicles, Kansas Department of Revenue, Division of Vehicles, 915 SW Harrison Street, Topeka, Kansas 66626, ("KS DMV") 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, and shall be amended, effective upon signature by both parties.

WHEREAS, L-1 and KDOR have entered into an original agreement on April 29, 2010 providing for interstate reciprocity for certain classes of Nebraska and Kansas drivers (the agreement is hereinafter referred to as "Reciprocity Agreement"); and

WHEREAS, NE DMV NSP is desirous of including an additional provision setting out limits on potential NE DMV NSP liability.

WHEREAS, KS DMV is amenable to the inclusion of the clause, set out below in paragraph 1.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, KS DMV and NE DMV NSP do hereby mutually covenant and agree add the following language to the Reciprocity Agreement:

1) The Reciprocity Agreement shall be modified by adding the following language to the end of paragraph 15:

   Nothing in this Reciprocity Agreement shall be considered as a waiver by the State of Nebraska of any provision of the State Tort Claims Act, Neb.Rev.Stat 81-8,209 et.seq.

2) All other terms and conditions of the Reciprocity Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

NEBRASKA DEPT. OF MOTOR VEHICLES

4/29/10

Bevery Neth — Date
Director, Nebraska Department of Vehicles
301 Centennial Mall South
Lincoln, NE 68509-4789

NEBRASKA HIGHWAY PATROL

4/28/10

Colonel Brian Tuma, Superintendent — Date
P.O. Box 94907
Lincoln, NE 68509

KANSAS DIVISION OF VEHICLES

4/21/2010

Carmen Alldritt — Date
Director of Vehicles for KS DMV
Docking State Office Building, 1st Floor
915 SW Harrison Street

Topeka, KS 66626-0001

Ted Sm 4/21/2010
KSDMV Legal counsel

LEGAL REVIEW COMPLETED
Date 4/29/2010
Signature

APPROVED AS TO FORM

4/28/10
NSP Agency Legal Counsel