

ADMIN 1000A (2/56)



STATE OF MINNESOTA

DEPARTMENT Motor Vehicle

Office Memorandum

TO : Corporation Division
Attn: Ceil Dion

FROM : W. E. Howes

SUBJECT: By: Leona Breimhurst

DATE: Dec. 18, 1969

Reciprocal Agreement between New Mexico and Minnesota

The attached original copy of Reciprocal Agreement between New Mexico and Minnesota is forwarded to your office for filing.

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Enc.

2/6/65

RECIPROCAL AND PRORATION AGREEMENT BETWEEN
THE STATE OF NEW MEXICO
AND THE STATE OF MINNESOTA

Effective Date of Agreement DECEMBER 15, 1969

Pursuant to and in conformity with the laws of their respective states, the State of New Mexico and the State of Minnesota, acting by and through their officials lawfully authorized to execute this agreement, do mutually agree as follows:

1. Under this agreement, the State of New Mexico will grant registration privileges on a percentage basis to fleet operators of commercial vehicles fully registered in the State of Minnesota and bearing valid Minnesota registration plates operating solely in interstate commerce into or through the State of New Mexico as permitted by Chapter 64-12-2 and 64-12-3, New Mexico Statutes. The fees to be computed on a percentage basis are as provided in Chapter 64-11-12 and 64-11-1.3.
2. In return, in accordance with the provisions of Minnesota Statutes Section 168.181, Subdivision 1 (6) requiring imposition of similar fees, Minnesota will register a fleet or fleets of commercial vehicles lawfully and properly registered in New Mexico and bearing valid New Mexico registration plates, impose a fee or tax which shall be a percentage of the Minnesota tax for like vehicles owned by Minnesota residents based on gross weight and age of the vehicles computed according to use made of Minnesota highways in a manner similar to that used by the State of New Mexico; viz., total fleet miles in all states compared to total fleet miles in Minnesota.
3. When a fleet is registered on a percentage basis as provided in paragraphs 1 and 2, it shall be in lieu of trip permit mileage taxes normally required for vehicles operating under reciprocity.
4. Nothing in this agreement shall be construed to apply to vehicles operating solely in intrastate commerce in the other state.
5. (a) This agreement shall apply only to vehicles having a tax situs in the State of New Mexico or the State of Minnesota and properly registered and licensed in compliance with such state's laws.

(b) If a commercial vehicle is operated by a person other than the owner as a part of a fleet which is subject to the provisions of this agreement, then the operator of such fleet shall be deemed to be the owner of said vehicle for the purpose of this agreement.

(c) That this agreement shall not affect any agreement which the State of New Mexico or the State of Minnesota may make or enter into with any other jurisdiction.
6. "Commercial vehicle" means any motor vehicle having a gross weight in excess of 6,000 pounds.

"Fleet" means three or more commercial vehicles at least two of which are motor vehicles (power units).
7. Commercial vehicles not qualified for registration under the fleet provisions as herein set forth shall be registered as follows:
 - (a) New Mexico:
Owners operating such vehicles legally and properly registered in Minnesota shall secure a permit for each trip covering miles traveled in New Mexico with tax payment as follows:

1-15,000 pounds gross weight - 1 1/2¢ per mile
15,001-25,000 pounds gross weight - 2¢ per mile
25,001-and up pounds gross weight - 3¢ per mile

(b) Minnesota:

In accordance with the provisions of Minnesota Statutes Section 168.181, Subdivision 1 (6) requiring imposition of similar fees, such New Mexico owners shall obtain a trip permit valid for 96 hours and pay the same fees imposed by the State of New Mexico on Minnesota vehicles as set forth in the fee schedule contained in paragraph (a) of this section.

8. Reciprocity is granted to dealers and manufacturers properly registered in their resident state to travel over the public highways of either state; provided, however, that such travel is strictly limited to movement by dealers and manufacturers of their own cars from factory to dealer's place of business, from distributor to a dealer, or from dealer to another dealer, and that each such motor vehicle moved in this manner shall have a dealer's or manufacturer's license tag or identification issued to him by his resident state affixed securely to such motor vehicle moving over said highways.
9. The benefits and privileges of this agreement shall not be extended to a vehicle operated on its own wheels, or in tow of a motor vehicle, transported for the purpose of selling or offering the same for sale to or by any agent, dealer, purchaser, or prospective purchaser.
10. Nothing contained in this agreement shall be construed to waive compliance with weight and dimension laws of the respective states; to waive either motor vehicle full taxes or use fuel taxes of either state; or to waive any requirement of the New Mexico Corporation Commission or the Minnesota Public Service Commission.
11. Nothing contained in this agreement shall be construed to waive any tax or fees that may be enacted by either state after the execution of this agreement and which would be in conflict with provisions of this agreement.
12. Each of the contracting parties of either state shall cooperate with the other and hereby agree to furnish such aid and assistance, including information obtained from audits, to each other within their statutory authority as will aid the proper enforcement of this Agreement.
13. It is further provided that each state reserves the right to cancel the benefits of this Agreement as to any individual operator or owner or carrier if any requirements of this Agreement are not complied with.
14. The final decision regarding interpretation of questions at issue relating to this Agreement shall be reached by joint action of the contracting states, acting through the administrators thereof, and shall upon determination be placed in writing.
15. This Agreement may be amended by joint action of the contracting states, acting through the officials thereof authorized to enter into this Agreement. Any amendment shall be placed in writing and becomes a part hereof.
16. In order that this Agreement may not be used for the purpose of evasion of registration fees, the administrators of the contracting states may make the final decision as to the proper state of residence.
17. In case of additions to a fleet registered under provisions of this agreement, the owners or operators shall file a supplemental application in the same manner as prescribed for the filing of original applications.
18. If any vehicle is withdrawn from a fleet registered under provisions of this agreement during the period for which it is registered or identified, the owner shall notify the administrators of each state in which it is registered or identified of such withdrawal.

It is further understood and agreed that the operators of all commercial vehicles who have agreed to and are engaged in registration under provisions of this Agreement shall be required to carry as a suitable means of identification of the vehicle a proper cab card as required by the administrators of either state.

This Agreement shall become effective DECEMBER 15, 1969 and shall continue in full force thereafter until modified or cancelled by either party upon thirty (30) days written notice.

IN WITNESS WHEREOF, the State of New Mexico and the State of Minnesota, each acting by and through its duly authorized officials have executed this Agreement on the date set forth.

STATE OF NEW MEXICO
NEW MEXICO RECIPROCITY COMMISSION

W. C. Hammel

CHAIRMAN

Reginaldo Espinoza

MEMBER

W. C. Hammel

MEMBER

Edward O. Bryan

MEMBER

MEMBER

STATE OF MINNESOTA
Approved as to form
and legality

Thomas B. Sedgwick

Special Assistant
Attorney General

Joseph L. Hennard

Secretary of State

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STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
DEC 18 1969
Joseph L. Hennard
Secretary of State