

Memorandum of Understanding

between

North Dakota Department of Transportation (hereinafter referred to as "NDDOT")

and

Manitoba Infrastructure and Transportation (hereinafter referred to as "MIT")

to work collaboratively to facilitate improvements that can be implemented at the Pembina-Emerson Port of Entry ("POE") to reduce congestion and delay for motorists and motor carriers.

**WHEREAS** the Interstate 29/PTH 75 Pembina-Emerson Port of Entry (POE) is an important Canadian-American trade and transportation corridor linking the Northern Great Plains States to the Prairie Provinces and Western Canada; and

**WHEREAS** two-way truck trade at this location was \$16 billion in 2008 making it the busiest US/Canada POE west of the Detroit/Windsor POE and the 5th busiest of all US/Canada POEs; and

**WHEREAS** the on-going enhancement of POE facilities, primarily under the auspices of pre-approval customs programs such as Fast and Secure Trade (FAST) and NEXUS, present additional challenges to the existing highway infrastructure; and

**WHEREAS** MIT and NDDOT wish to develop a long-term (20 years) concept plan and staged transportation facilities improvements to accommodate safe, secure and efficient movement of freight and passengers approaching, in and through the Pembina-Emerson POE; and

**THEREFORE** NDDOT and MIT (hereinafter jointly referred to as the "Participants") have reached a mutual understanding to undertake a study to evaluate and recommend transportation facility improvements at the Pembina-Emerson POE.

## AREAS OF CO-OPERATION / IMPLEMENTATION

Areas of co-operation have been mutually identified and the Participants have reached consensus that:

1. MIT will, in consultation with NDDOT, develop a separate Terms of Reference document to guide the process and project scope for conducting a transportation facility improvements study at the Pembina-Emerson POE;
2. For the purposes of this Memorandum of Understanding (MOU), the working title of the study to be developed will be "The Pembina-Emerson Port of Entry Transportation Study" (hereinafter referred to as the "Study");
3. The Participants will jointly contribute funding and staff resources in support of developing and implementing the Terms of Reference for the Study as well as supporting activities that ensue as a result of the Study;
4. MIT will enter into and administer a contract with a consulting firm to conduct the Study; and
5. The Participants will jointly manage the Study process through participation on a project steering committee, whose members will be identified at a future date.

## LIMITATIONS

- This Memorandum of Understanding does not create any contractual, financial or other legal obligations for the Participants.
- The Participants, through this MOU, have reached an understanding that any financial, technical, legal or intellectual property rights issues that arise during the course of an activity under this MOU will be addressed by separate contract or agreement (e.g. Terms of Reference / Terms and Conditions) between their authorized representatives.
- Neither Participant intends to be responsible for the actions of third parties or associates who may be involved in the activities in the framework of this Memorandum of Understanding.

## NOTICES

- Any notice or other communication under this MOU will be in writing and will be sent by letter, email or facsimile transmission as follows:

To MIT:  Doug McNeil, P.Eng. Deputy Minister Manitoba Infrastructure and Transportation Room 209 Legislative Building, 450 Broadway Winnipeg, Manitoba, Canada R3C 0V8	To NDDOT:  Francis G. Ziegler, P.E. Director North Dakota Department of Transportation 608 East Boulevard Avenue Bismarck, North Dakota, USA 58505-0700
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**DURATION AND ENTRY INTO EFFECT**

- This Memorandum of Understanding (MOU) will come into effect on the date it is signed by both Participants and will remain in effect for a period of four (4) years from that date or until completion of the study and its acceptance by both MIT and NDDOT.
- The Memorandum of Understanding can be renewed for an additional two (2) years through mutual written consent of the Participants.
- The Memorandum of Understanding may be amended with the mutual written consent of the Participants. Any such amendments will come into effect on the date determined by the Participants.
- Each Participant may notify the other in writing of its intent to terminate this Memorandum of Understanding, providing notice at least thirty (30) days in advance of such termination.
- This Memorandum of Understanding has been brought into effect by the duly authorized representatives of each Participant on the date noted below:

Signed this 7 day of October, 2009, in duplicate, each being equally valid.

On behalf of Manitoba Infrastructure and Transportation

On behalf of North Dakota Department of Transportation

[Original Signed By]

[Original Signed By]

\_\_\_\_\_  
Doug McNeil, P. Eng.  
Deputy Minister

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Francis G. Ziegler, P.E.  
Director

Witnessed for North Dakota Department of Transportation

Approved as to substance for North Dakota Department of Transportation

[Original Signed By]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Scott D. Zainhofsky, P.E.  
Planning and Programming Division  
Director

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Name (Type or Print)