

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN**

**THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT), THE DULUTH-SUPERIOR  
METROPOLITAN INTERSTATE COUNCIL (MPO) AND THE DULUTH TRANSIT AUTHORITY (PUBLIC  
TRANSPORTATION PROVIDER)**

1. **PURPOSE AND SCOPE.** The purpose of this MOU is to support a performance-based approach to the metropolitan transportation planning and programming process as specified in 23 USC 134 (h)(2), 23 USC 135(d)(2), 49 USC 5303(h)(2), 49 USC 5304(d)(2), 23 CFR 450.206(c), 23 CFR 450.314(h), and 49 CFR 613.
2. **RESPONSIBILITIES.** To the extent practicable, MnDOT, the MPO and the Public Transportation Provider will work cooperatively to:
  - 2.1. Develop and share information related to transportation performance data.
  - 2.2. Select performance targets.
  - 2.3. Promptly report performance targets whenever a target is adopted or changed.
  - 2.4. Follow the specific procedures identified in the most current version of the Performance Planning Target Setting Procedures document. The document will be maintained by the MPO Coordinator within the MnDOT Office of Transportation System Management.
3. **CONTRACTUAL OBLIGATIONS.** This MOU is not a legally binding agreement and creates no legally binding obligations for any party. Any party may, upon written notice, amend, or discontinue its role outlined in the MOU. Because of this mutual desire to proceed, each party fully intends to make a good faith effort to achieve the goals described above including working together to comply with federal and state laws.
4. **GOVERNMENT DATA.** The parties acknowledge that this MOU, as well as any data created, collected, stored, or received under the terms of this MOU, are "Government Data" within the meaning of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), and that they must comply with the provisions of the Act as it relates to such data.
5. **EFFECTIVE DATE.** This MOU shall be effective when all appropriate signatures have been obtained by MnDOT, the MPO, and the Public Transportation Provider.
6. **MODIFICATION.** Any amendments to this MOU must be mutually agreed to in writing.
7. **TERMINATION.** The terms of this MOU may be terminated by any one of the parties by giving 90 days written notice to each of the other parties. This MOU will remain in effect until terminated as provided in this clause, or until replaced by a new MOU.

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**I concur with this Memorandum of Understanding**

Minnesota Department of  
Transportation

Duluth-Superior Metropolitan Interstate  
Council

By: \_\_\_\_\_  
(with delegated authority)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MnDOT Contract Management  
(as to form)

Duluth Transit Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_