

MEMORANDUM OF UNDERSTANDING

This Agreement, made and entered into this 19 day of April, 1994, between the North Carolina Department of Transportation, hereinafter referred to as "NC"; the State of Florida, hereinafter referred to as "FL"; the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter referred to as "GA"; the State of South Carolina, hereinafter referred to as "SC"; and The Commonwealth of Virginia, hereinafter referred to as "VA".

ATTEST:

WHEREAS, said parties have agreed to participate and contribute in the preparation of a Study for a Southeast High Speed Rail Corridor as defined in Attachment "A" of this Memorandum of Understanding, (the "Study"); and

WHEREAS, NC has agreed to take the lead role in the preparation of the Study, with informational and financial support from the other states as hereinafter set out; and

WHEREAS, the Federal Rail Administration, ("FRA"), has agreed to provide a grant to NC in the amount of Seventy Five Thousand and NO/100 Dollars (\$75,000.00) to fund a portion of the Study; and

WHEREAS, the Study would enhance the development of alternate modes of transportation services for the participating states.

NOW THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. The Study shall be guided by a steering committee composed of representatives of the participating states, the

Federal Railroad Administration, Amtrak and the High Speed Rail Association.

2. NC shall be responsible for requesting proposals from qualified consultants for the preparation of the Study. Specifications and requirements to be included in the proposal shall be prepared by NC, subject to the approval of the steering committee. NC shall enter into and administer the consultant contract for the preparation of the Study; and approve the Study with the guidance of the committee.

3. Portions of the Study's surveys applicable to VA shall be undertaken by the consultant first in order that data derived from these surveys may be available by June 1994 for use in other studies to be contracted by VA.

4. The Study shall begin on or about May 1, 1994 and be completed on or about September 1, 1995.

5. Participation by each shall be as follows:

- (A) GA - up to \$60,000.00;
- (B) FL - in-kind services consisting of technical assistance and the sharing of data already gathered which may be pertinent to the Study;
- (C) NC - up to \$60,000.00;
- (D) SC - up to \$50,000.00; and
- (E) VA - up to \$50,000.00.

6. Each party shall have funds available by January 4, 1994. NC shall invoice each state on a quarterly basis for costs incurred for the preparation of the Study. Reimbursement is due to NC within thirty (30) days of date of invoice (NC shall make payments to the consultant on a monthly basis).

7. The completion time for the Study is approximately twelve to fifteen months after the consultant is given notice to proceed. Upon completion of the Study, each state shall be given copies of

the final report.

8. Each of the participating states reserves the right to participate in all scheduled meetings with the consultant concerning the Study.

9. This Memorandum of Understanding may be amended, as conditions warrant, in writing and if agreed to by each of the participating states.

10. Participation in this Memorandum of Understanding may be terminated by any participating states upon thirty (30) days written notice to all parties, provided that any state withdrawing from participation according to the terms of this section shall be responsible for its prorata share of costs actually incurred up until the effective date of the termination.

IN WITNESS WHEREOF, this Memorandum of Understanding shall become operative this \_\_\_\_\_ day of \_\_\_\_\_, 1994, with execution by all parties concerned.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed the day and year heretofore set out on the part of the Georgia Department of Transportation, an agency of the State of Georgia, and the State of North Carolina by authority duly given.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

BY: David A. King  
Title: Deputy Secretary  
Date: 4/19/94

ATTEST:  
Pauline Wright  
Title:

**GEORGIA DEPARTMENT OF TRANSPORTATION**

BY: Wayne Shackelford  
Title: Commissioner  
Date: 3-22-94

ATTEST:  
Nelson W. Wain  
Title:

REVIEWED 3-14-94  
(DATE)

Linda K. Burgess  
LEGAL - TRANSPORTATION

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed the day and year heretofore set out on the part of the Commonwealth of Virginia by authority duly given.

WITNESS:

*[Handwritten Signature]*

COMMONWEALTH OF VIRGINIA

BY: *Geo J Blevins*

DATE: *1/22/94*

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out on the part of the State of Florida by authority duly given.

WITNESS:

John B. Winger

STATE OF FLORIDA

BY:

A. Roman

DATE:

8/3/98

8/2/93

Cindy Spive

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed the day and year heretofore set out on the part of the State of North Carolina by authority duly given.

WITNESS:

Paulina Wright

STATE OF NORTH CAROLINA

BY: Neil D. Kay

DATE: 4/19/94

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out on the part of the State of South Carolina by authority duly given.

WITNESS:

EC Stevens

STATE OF SOUTH CAROLINA

BY: Wayne L. Stutney

DATE: 7/27/93

ATTACHMENT "A"

Definition of Study

The Study referred to in the Memorandum of Understanding is defined as Phase I of the Southeast High Speed Rail Corridor Study. It is designed to project the potential market for high speed passenger rail service in the Southeast region through sampling and comparison of current person trips by commercial airline, intercity bus, Amtrak, and by private automobile between selected metropolitan area pairs. These metropolitan areas are located between Washington, D.C., Atlanta, GA, and cities within the State of Florida. The Study is to be carried out in a way that its results can be used as the basis for future studies to determine the alignments of one or more Southeast high speed rail corridors. As such, the Study will guide future public and private investment decisions which may lead to the provision of high speed rail service in the Southeast.

MEMORANDUM OF UNDERSTANDING

AMENDMENT NUMBER 1

This Amendment made and entered into this 15th day of November, 1994 between the North Carolina Department of Transportation, herinafter referred to as "NC", and the Commonwealth of Virginia, herinafter referred to as "VA".

ATTEST:

WHEREAS, said parties have entered into an Agreement, dated April 19, 1994 to undertake a Study for a Southeast High Speed Rail Corridor; and

WHEREAS, NC has obtained the services of a consultant to perform said study; and

WHEREAS, VA desires to expand the scope of work to include the Newport News - Norfolk area.

NOW THEREFORE, the parties hereto, each consideration of the promises and undertakings of the other as provided in the Agreement and herein, do hereby covenant and agree each with the other, as follows:

1. The scope of work shall be expanded to include a demand analysis for the Newport News - Norfolk area. The increased scope of work is defined in the attached letter, dated September 25, 1994, from Raymond H. Ellis of KPMG Peat Marwick, to Alan Tobias of the Virginia Department of Rail and Public Transportation.

2. NC will be responsible for having the study expanded to include the demand analysis for the Newport News - Norfolk area, including through trips to other states.

3. Increased participation for VA shall not exceed \$45,000.00. NC may request prepayment of this amount to contract for the study. Final payment to the consultant shall be based on actual cost. Any remaining funds will be returned to VA.

4. The schedule for the work will be as defined in the Agreement.

IN WITNESS WHEREOF, this Amendment has been executed the day and year heretofore set out on the part of the Commonwealth of Virginia by authority duly given.

WITNESS:

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

Helen G. Skinner

BY: David A. King

DATE: 11/23/94

WITNESS:

COMMONWEALTH OF VIRGINIA

Sheyl B. Armstrong

BY: Greg B. ...

DATE: Nov 16, 1994