

METROPOLITAN PLANNING ORGANIZATION

MEMORANDUM OF UNDERSTANDING

FOR THE

COASTAL REGION METROPOLITAN PLANNING ORGANIZATION

BETWEEN

The Counties of Bryan, Chatham and Effingham, the municipalities of Bloomingdale, Garden City, Guyton, Pembroke, Pooler, Port Wentworth, Richmond Hill, Rincon, Savannah, Springfield, Thunderbolt, Tybee Island, and Vernonburg, and the agencies of the Chatham County-Savannah Metropolitan Planning Commission, the Chatham Area Transit Authority, the Georgia Ports Authority, the Savannah Airport Commission, and the Georgia Department of Transportation, in cooperation with the U.S. Department of Transportation,

RELATIVE TO

The continuing, comprehensive, cooperative regional transportation planning process known as the "Coastal Region Metropolitan Planning Organization" (CORE MPO).

I. IT IS THE INTENTION OF THE PARTIES:

A. That the CORE MPO is to:

1. Maintain a continuing, cooperative and comprehensive transportation planning process as defined in Title 23 USC Section 134 that explicitly regards the current Surface Transportation Act's planning factors and focus areas and results in plans and programs consistent with comprehensively planned development of the urbanized area;
2. Update and revise the 20-year multimodal Metropolitan Transportation Plan (MTP), to create a fiscally feasible transportation system that integrates thoroughfare development, public transportation, air facilities, port facilities, rail systems, intermodal facilities, bicycle and pedestrian facilities and transportation enhancements; and reflects consideration of the area's comprehensive land-use plan and overall social, economic, environmental, and energy conservation plans, goals and objectives;
3. Create a functional relationship between transportation planning and the development of cities and counties in the CORE MPO's Metropolitan Planning Area (MPA);

4. Maintain the data obtained in the original data collection phase of the study and any pertinent data collected thereafter on a current level so that existing and forthcoming recommendations may be evaluated and updated periodically; and
 5. Produce all documents and studies that are necessary to maintain a federally certified transportation planning process.
- II. **IT IS FURTHER INTENDED**, that the areas of responsibility of the aforementioned counties, municipalities, and agencies shall lie within the Metropolitan Planning Area (MPA) boundary established by the CORE MPO Board and the Governor of Georgia. **This area includes all of Chatham County, the portion of Effingham County south of SR 119, and the portion of Bryan County outside of Fort Stewart. The MPA boundary is shown in Exhibit A - Metropolitan Planning Area (MPA) Boundary of the Coastal Region Metropolitan Planning Organization (CORE MPO).**
- III. **IT IS FURTHER INTENDED**, that the Metropolitan Planning Organization (MPO) as designated by the Governor of Georgia is the Coastal Region Metropolitan Planning Organization (CORE MPO). The CORE MPO shall have the primary responsibility for carrying out the regional transportation planning process and of developing the planning work program, transportation plan, transportation improvement program, and other studies for the CORE MPO MPA.
- IV. **IT IS FURTHER INTENDED**, that the CORE MPO shall be coordinated by a Project Director who shall be the Executive Director of the Chatham County-Savannah Metropolitan Planning Commission (MPC) or his/her designee, and his/her staff. Additional staff resources may be provided, upon request, from the existing staff resources of the participating agencies and governments. The Project Director shall coordinate all requests under the direction of the CORE MPO Board.
- V. **IT IS FURTHER INTENDED**, that the CORE MPO shall continue to function to adopt appropriate goals, work programs, and plans; and to establish the need, form, and direction of future transportation improvements in the CORE MPO MPA. The CORE MPO shall be the forum for cooperative decision-making by principal elected and appointed officials of general-purpose local government and intermodal transportation providers. The individuals representing the government jurisdictions involved in the CORE MPO planning process and other involved agencies shall comprise the CORE MPO Board. The membership and duties shall be enumerated in the CORE MPO Board Bylaws. The CORE MPO Board shall have final authority in the matters of policy and plan adoption for the Coastal Region Metropolitan Planning Organization.
- VI. **IT IS FURTHER INTENDED**, that the committee known as the Technical Coordinating Committee (TCC) shall continue to function to ensure the involvement of all operating departments, advisory agencies, and multimodal transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The technical guidance and direction of the continuing CORE MPO transportation planning process shall be furnished by the TCC. The membership and duties of the TCC shall be enumerated in the Technical Coordinating Committee Bylaws.

- VII. **IT IS FURTHER INTENDED**, that the Transportation Equity and Public Involvement Advisory Committee (TEPIAC) shall function with a focus on equity and public participation in the CORE MPO's transportation planning process, shall advise the CORE MPO Board and the Chatham Area Transit Authority (CAT) on public involvement, equity, Title VI, Environmental Justice and accessible transportation related policies and projects, and shall be representative of a cross-section of the community. The TEPIAC shall keep the CORE MPO Board and the CAT Board informed of the community's perspective and shall also provide information to the community about the region's transportation policies and issues. The membership and duties shall be enumerated in the Transportation Equity and Public Involvement Advisory Committee Bylaws.
- VIII. **IT IS FURTHER INTENDED**, that the Economic Development and Freight Advisory Committee (EDFAC) shall advise the freight planning efforts of the CORE MPO and to ensure economic development is considered in identifying transportation improvement projects and setting priorities. The membership and duties shall be enumerated in the Economic Development and Freight Advisory Committee Bylaws.
- IX. **IT IS FURTHER INTENDED**, that the Bicycle and Pedestrian Advisory Committee (BPAC) shall advise in the planning, project selection and implementation of bike, pedestrian, and trail projects in the CORE MPO planning area. The membership and duties shall be enumerated in the Bicycle and Pedestrian Advisory Committee Bylaws.
- X. **IT IS FURTHER INTENDED**, that the various committees meet at significant stages in the planning process in accordance with the adopted bylaws.
- XI. **IT IS FURTHER INTENDED**, that the Georgia Department of Transportation (GDOT) shall be responsible for the following per the current planning rules of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA):
1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the CORE MPO planning process.
 2. Update and maintain travel simulation models for use in evaluating the metropolitan area's transportation needs. Said models shall be the "official" CORE MPO's travel demand models. The Department shall also provide the expertise and computer software for the above-mentioned tasks.
 3. Aid the MPO in preparation of planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates where applicable for multimodal projects in the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
 4. Provide the local agencies with current information concerning the status of planning and implementation of the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
 5. Provide funding availability and proposed project schedules for federally funded projects for use in Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP) development.

6. Incorporate the adopted CORE MPO's Transportation Improvement Program (TIP) into the State Transportation Improvement Program (STIP); and coordinate with the CORE MPO's multimodal transportation plan in the development of the Statewide Transportation Plan.
7. Concurrently certify with the CORE MPO, to the FHWA and the FTA that the CORE MPO's planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable federal laws based on the federal certification review schedule; and certify the CORE MPO's planning process with CORE MPO in conjunction with the TIP development.
8. Provide various types of traffic count data.
9. Provide other assistance as mutually agreed upon.
10. Contribute funds toward the annual budget for the CORE MPO's operations, as established by the adopted Unified Planning Work Program (UPWP) and funding agreements outlined in **Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution Formula**.
11. Notify CORE MPO in advance of public meetings and concept meetings as well as stakeholder meetings, provide draft concept plans before their approval, so that the information can be incorporated into the CORE MPO's plans and programs.

XII. IT IS FURTHER INTENDED, that the Chatham County-Savannah Metropolitan Planning Commission (MPC), only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Prepare planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates, where applicable, for multimodal projects in the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
2. Make recommendations for revisions to the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP) to conform to new planning goals, objectives, policies, or developments.
3. Prepare and publish a fiscally constrained 20-year multimodal Metropolitan Transportation Plan (MTP) that leads to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The multimodal transportation plan shall be reviewed and updated at least every five years.
4. Prepare and maintain a financially-balanced four-year multimodal Transportation Improvement Program (TIP) which will be updated **at least every four years**.
5. Prepare an annual Unified Planning Work Program (UPWP) to document planning activities and budget for the next fiscal year; in sufficient detail to indicate who will perform the work, the schedule for completion, and the products that it will produce.
6. Develop and update a Congestion Management Process (CMP) which documents the congestion areas and strategies to address them. Ensure that the CMP will be a part of the metropolitan transportation planning process and the CMP results will be considered in the development of the multimodal MTP and TIP, to the extent appropriate.
7. Update and maintain maps showing existing and proposed land use and make appraisals of actual land use development in comparison with projections.

8. Review zoning and subdivision requests in accordance with the CORE MPO's transportation and land use plans.
9. Provide or maintain social and community development plans as they may relate to transportation needs.
10. Develop and maintain base and projected population, housing, employment, economic, vehicle, and land use data by traffic analysis zone and supply information as requested concerning special generators.
11. Periodically review traffic analysis zone boundaries and make appropriate recommendations to the Technical Coordinating Committee and cooperate with the Georgia Department of Transportation in revision of said boundaries.
12. Provide available maps, aerial photographs, charts, records, and directories to the extent possible.
13. Collect and analyze data such as traffic counts and crash statistics and distribute (if available) to the public, governmental agencies, and other parties if requested.
14. Prepare an annual performance report for the comparison of established goals in the Unified Planning Work Program (UPWP) and completed work elements.
15. Compile, maintain, and document data on existing water, air, motor freight and rail terminal and transfer facilities as identified in the Unified Planning Work Program (UPWP).
16. Prepare and publish a Participation Process (PP) which documents how the CORE MPO will provide complete information, timely public notices, full public access to key decisions, and support early and continuing involvement of the public in the development of plans and TIPs; and meets the criteria specified in 23 CFR Part 450.
17. Prepare and publish a Title VI Plan including the Language Assistance Plan (LAP) and the Environmental Justice (EJ) Report which document how the CORE MPO's transportation planning process incorporates considerations of equity and transportation needs of traditionally under-served communities such as low-income, minority, disabled, and people with Limited English Proficiency.
18. Concurrently certify with the Georgia Department of Transportation (GDOT), to the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) that the CORE MPO's planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable federal laws based on the federal certification review schedule; and certify the CORE MPO's planning process with GDOT in conjunction with the TIP development.

XIII. **IT IS FURTHER INTENDED**, that the signatory counties and municipalities, within its official jurisdiction, be responsible for the following:

1. Collaborate with the continuing, cooperative and comprehensive transportation planning process of the CORE MPO.
2. Maintain records of crashes occurring on the roads and highways by location and description and maintain these files on a current basis and provide the data to the CORE MPO for analysis and reports upon request.

3. Assist the CORE MPO to collect planning information within the counties and/or municipalities such as socioeconomic data, utility locations, land use and zoning, street inventories, inventories of bicycle and pedestrian facilities, and other data as required for the metropolitan planning process.
4. Provide funding for planning, scoping, preliminary engineering, right-of-way acquisition, utility and construction ideally matching federal funds to further the implementation of the CORE MPO priorities per appropriate project framework agreement.
5. Aid the MPO in developing planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates where applicable for the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
6. Contribute funds toward the annual budget for the CORE MPO's operations as established by the adopted Unified Planning Work Program (UPWP) and funding agreements outlined in **Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution Formula**.
7. Notify CORE MPO in advance of public meetings and project-related neighborhood meetings and/or stakeholder meetings so that the information can be incorporated into the CORE MPO's plans and programs.

XIV. IT IS FURTHER INTENDED, that the Chatham Area Transit Authority shall:

1. Collaborate with the on-going continuing, cooperative and comprehensive transportation planning process of the CORE MPO.
2. Make available to the CORE MPO any records, documents or information necessary to accomplish the planning objectives and to develop the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP).
3. Contribute funds toward the annual budget for the CORE MPO's operations as established by the adopted Unified Planning Work Program (UPWP) and funding agreements outlined in **Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution**.
4. Notify CORE MPO in advance of public meetings and project-related neighborhood meetings and/or stakeholder meetings so that the information can be incorporated into the CORE MPO's plans and programs.

XV. IT IS FURTHER INTENDED, that the Savannah Airport Commission assist the MPO in gathering information and data relating to the planning process as may be necessary to ensure that the Savannah Airport Commission is adequately served by the CORE MPO. Such data includes but is not limited to employment, land use, traffic, air traffic, and major street or enplanement changes. The Savannah Airport Commission will contribute funds to support the CORE MPO's operations, as established by the adopted Unified Planning Work Program (UPWP) and funding agreements outlined in **Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution**.

XVI. **IT IS FURTHER INTENDED**, that the Georgia Ports Authority (GPA) either provide or assist the MPO in gathering information and data relating to the planning process as may be necessary to ensure that GPA is adequately served by the CORE MPO. Such data includes but is not limited to employment, traffic, projected port activity, and major street or gate changes. The Georgia Ports Authority will contribute funds to support the CORE MPO's operations, as established by the adopted Unified Planning Work Program (UPWP) and funding agreements outlined in **Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution**.

XVII. **IT IS FURTHER INTENDED**, that:

1. The CORE MPO's planning process shall be of a continuing, comprehensive, cooperative nature and that all planning decisions shall be reflective of and responsive to the needs and desires of the local communities as well as the programs and requirements of the Georgia Department of Transportation (GDOT) and the U.S. Department of Transportation (US DOT).
2. A reappraisal shall be made of the CORE MPO whenever there is a significant change in the community's goals and objectives, land use patterns, or travel characteristics or at least once every five (5) years.
3. The participating agencies shall cooperate in all phases of the CORE MPO's transportation planning process. Adequate and competent personnel shall be assigned to ensure development of adequate and reliable data.
4. All parties to this agreement shall have access to all study related information developed by the other agencies, including the right to make duplication thereof.

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However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this _____ day of _____, 2023.

COUNTY OF CHATHAM

Witness

Commission Chairman

Notary Public

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In witness whereof, the parties hereto have executed this Memorandum of Understanding, this _____ day of _____, 2023.

CITY OF SAVANNAH

Witness

Mayor

Notary Public

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CITY OF BLOOMINGDALE

Witness

Mayor

Notary Public

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CITY OF GARDEN CITY

Witness

Mayor

Notary Public

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CITY OF POOLER

Witness

Mayor

Notary Public

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CITY OF PORT WENTWORTH

Witness

Mayor

Notary Public

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TOWN OF THUNDERBOLT

Witness

Mayor

Notary Public

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CITY OF TYBEE ISLAND

Witness

Mayor

Notary Public

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TOWN OF VERNONBURG

Witness

Mayor

Notary Public

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In witness whereof, the parties hereto have executed this Memorandum of Understanding, this ____ day of _____, 2023.

COUNTY OF BRYAN

Witness

Commission Chairman

Notary Public

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CITY OF RICHMOND HILL

Witness

Mayor

Notary Public

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CITY OF PEMBROKE

Witness

Mayor

Notary Public

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In witness whereof, the parties hereto have executed this Memorandum of Understanding, this _____ day of _____, 2015.

EFFINGHAM COUNTY

Witness

Commission Chairman

Notary Public

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CITY OF RINCON

Witness

Mayor

Notary Public

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CITY OF GUYTON

Witness

Mayor

Notary Public

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CITY OF SPRINGFIELD

Witness

Mayor

Notary Public

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In witness whereof, the parties hereto have executed this Memorandum of Understanding, this _____ day of _____, 2023.

CHATHAM COUNTY - SAVANNAH METROPOLITAN PLANNING COMMISSION

Witness

Executive Director

Notary Public

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CHATHAM AREA TRANSIT AUTHORITY

Witness

Executive Director

Notary Public

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SAVANNAH AIRPORT COMMISSION

Witness

Executive Director

Notary Public

This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this ____ day of _____, 2023.

GEORGIA PORTS AUTHORITY

Witness

Executive Director

Notary Public

GEORGIA DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

Director of Planning
Georgia Department of Transportation

Chief Engineer
Georgia Department of Transportation

Witness

Commissioner

Notary Public

Exhibit A –Metropolitan Planning Area (MPA) Boundary of the Coastal Region Metropolitan Planning Organization (CORE MPO)

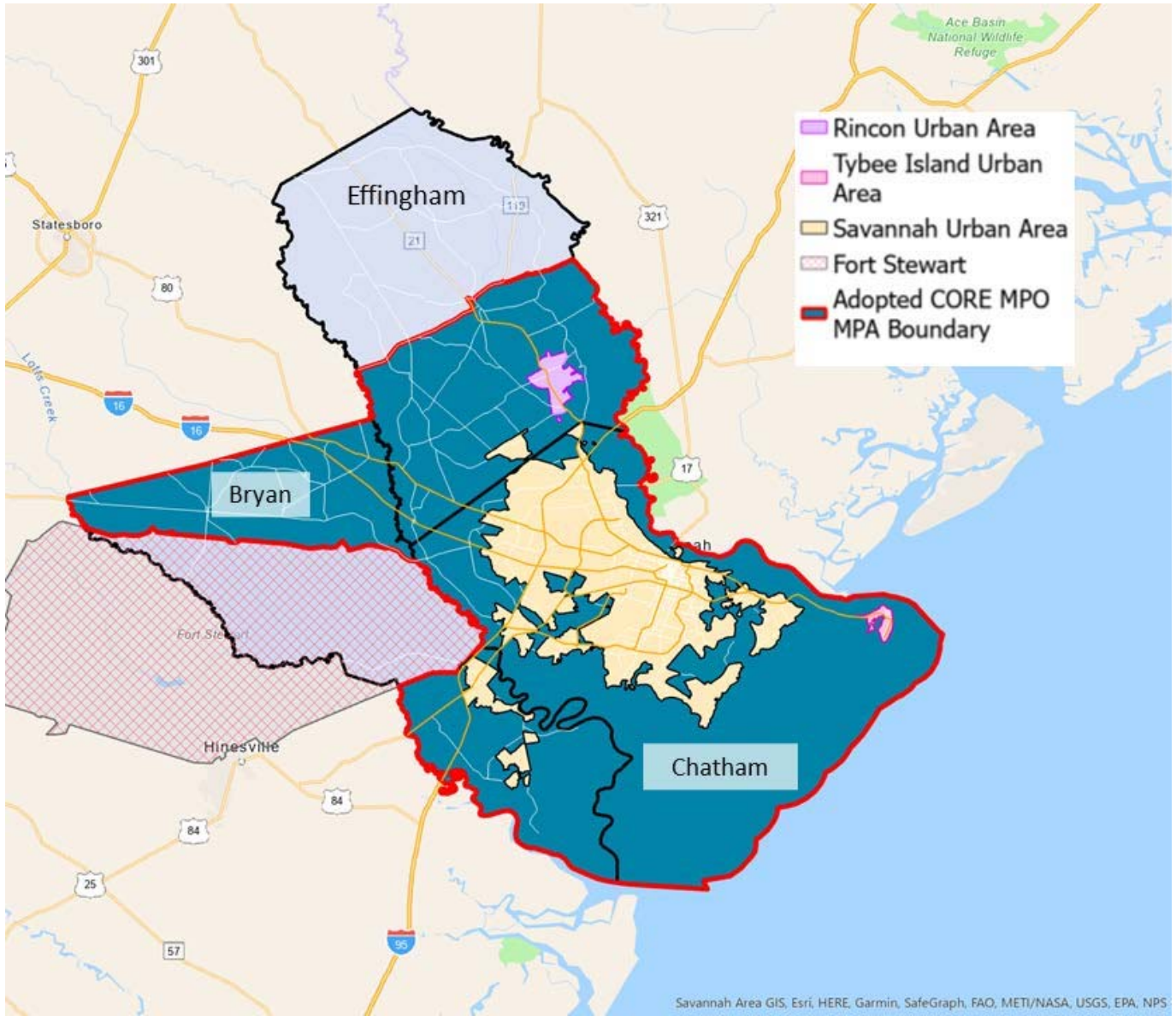


Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution Formula

The Parties agree that it is in the best interest of the public and governmental entities that the function of the Coastal Region Metropolitan Planning Organization (CORE MPO) be supported. The CORE MPO's operating functions will be funded through the federal Metropolitan Planning set aside pursuant to the provisions of 23 USC §104(f), the Metropolitan Transit Planning funds pursuant to the provisions of 49 USC §5303, the federal Urban Attributable funds, and the local membership dues to match the federal grants. This Exhibit specifies the formula for membership contributions to support the CORE MPO's transportation planning process.

In general, the CORE MPO's functions will be to maintain a continuing, cooperative and comprehensive transportation planning process for the Bryan – Chatham – Effingham region within the CORE MPO's Metropolitan Planning Area (MPA) boundary as defined in Title 23 USC Section 134 and Section 5303 of the Federal Transit Act. The CORE MPO's detailed staff work activities and planning procedures will be outlined in the annual Unified Planning Work Program (UPWP). The CORE MPO UPWP will include detailed budget information based on the anticipated grant funding contracts with the Georgia Department of Transportation (GDOT). The local match to the federal grants for MPO's operations will be based on the UPWP budget. The local matching funds will be funded by the Parties based upon a formula as described herein. The population component of the formula will be based on the 2020 decennial census population information. The formula for dues will be as follows.

The total local funds contribution will be the dollar amount approved by the CORE MPO Board in the Unified Planning Work Program (UPWP) **and the annual overhead cost.**

1. The amount of each governmental member's contribution would be a base of \$1,000 plus a proportion based upon population.
2. For the three counties – Bryan, Chatham and Effingham – each county determines how to split their share of the total contributions among the county and municipalities.
 - a. Bryan County - TBD
 - b. Chatham County - Chatham County would contribute based upon their unincorporated population plus 25% of the municipalities' population. Municipalities' proportional contribution would be based upon 75% of their population.
 - c. Effingham County - TBD
3. The three modal authorities - Chatham Area Transit Authority, Georgia Ports Authority and Savannah Airport Commission - would contribute a fixed amount based upon the 70th percentile of the counties and municipalities contributions.
4. The Authorities share and the total of the \$1,000 base amounts would be subtracted from total local fund contribution amount before applying the proportional population calculation for the county or each municipality.
5. The Georgia Department of Transportation (GDOT) pays 10% of the transit planning (Section 5303) local match. Thus, no additional membership dues will be assessed from GDOT.
6. The CORE MPO's advisory committees and the Chatham County–Savannah Metropolitan Planning Commission (MPC) will not be assessed dues.

7. Invoices will be sent out to members after the approval of the Unified Planning Work Program (UPWP) each year and payment will be due by June 30th.

DRAFT

2020 Census CORE MPO Planning Area Population

Jurisdiction/Agency	Population	Percent of MPA Population
Pembroke	2513	0.63%
Richmond Hill	16633	4.18%
Unincorporated Bryan County in MPA*	26792	6.74%
Bloomington	2790	0.70%
Garden City	10289	2.59%
Pooler	25711	6.47%
Port Wentworth	10878	2.74%
Savannah	147780	37.16%
Thunderbolt	2556	0.64%
Tybee Island	3114	0.78%
Vernonburg	139	0.03%
Unincorporated Chatham County	92034	23.14%
Portions of Guyton within MPA	1794	0.45%
Portions of Springfield within MPA	3167	0.80%
Rincon	10934	2.75%
Unincorporated Effingham in MPA*	40537	10.19%
Total CORE MPO MPA Population	397661	100.00%