



CHARLESTON AREA REGIONAL TRANSPORTATION AUTHORITY

CARTA BOARD MEETING

September 28, 2016
1:00 PM

Lonnie Hamilton III Public Service Building
4045 Bridgeview Drive, Room B-225
North Charleston, SC 29405

AGENDA

1. Call to Order
2. Consideration of Board Minutes –July 20, 2016 Meeting
3. Financial Status Report – Robin Mitchum
4. FY15/16 Budget Revision – Robin Mitchum
5. FY16/17 Budget – Request for Approval – Robin Mitchum
6. Automatic Passenger Counter Request for Proposals – Request for Approval
7. Management Services Agreement with BCDCOG – Request for Approval
8. SC Works Charleston Lease Agreement with CARTA – Request for Approval
9. Operating Policies and Procedures – Request for Approval
10. Paratransit Service Riders Guide – Request for Approval
11. Intermodal Facility Project Update – Jeff Burns
12. Executive Director's Report
13. Other Business, If Any
14. Public Comments, If Any
15. Board Comments, If Any
16. Adjournment

*Please note that the next **regularly scheduled** meeting of the CARTA Board will be WEDNESDAY, October 19, 2016 in Room B-225 of the Lonnie Hamilton III Public Service Building, 4045 Bridgeview Drive, North Charleston, SC 29405. Notice, including agenda documentation, will be sent to Board Members in advance of the meeting, as well as posted on www.ridecarta.com.*

CHARLESTON AREA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
JULY 20, 2016

The Charleston Area Regional Transportation Authority (CARTA) Board of Directors met on Wednesday, July 20, 2016, at the Lonnie Hamilton III Public Service Building located at 4045 Bridgeview Drive, Room B-225 in North Charleston, South Carolina.

MEMBERSHIP: Ed Astle; Mary Beth Berry; Marty Bettelli; Michael Brown; Colleen Condon; Alfred Harrison; Will Haynie; James Lewis; Charles Lipuma; Katie McClure; Minnie Newman; Pat O'Neil; Joe Qualey; Gary Santos; Michael Seekings; Elliott Summey; Keith Summey; John Tecklenburg

MEMBERSHIP PRESENT: Ed Astle; Mary Beth Berry; Michael Brown; Colleen Condon; Katie McClure; Michael Seekings

PROXIES: Dennis Turner for Minnie Newman; Jerry Lahm for Elliott Summey; Carla Ritter for Joe Qualey; Michael Mathis for John Tecklenburg

STAFF PRESENT: Ron Mitchum; Andrea Kozloski; Robin Mitchum; Ryan McClure; Jeff Burns; Michelle Emerson; Rainea Kearney; Kim Coleman

OTHERS PRESENT: William Clark (Clark Eustace Wagner, CPA); Amy Jenkins (MGC); Sharon Hollis (Davis & Floyd); Daniel Brock (Rawle Murdy Associates); Ginger Stevens (Transdev); L. Sanders (Coach Operator-CARTA); Councilmember Dean Riegel (City of Charleston); William Hamilton (Public); Dave Crossley (Public)

1. Call to Order

Chairman Seekings called the CARTA Board Meeting to order at 1:05 p.m. followed by a moment of silence.

2. Public Hearing – FTA Section 5307 and 5339 Applications

Ron Mitchum, Executive Director, read the FTA Section 5307 and 5339 Application Notices. There were two public comments stating approval and support of the applications. The comments were noted for the record. No other public comments were made. Chairman Seekings then closed the Public Hearing.

3. Consideration of Board Minutes – June 15, 2016 Meeting

Michael Brown made a motion to approve the June 15, 2016 Meeting Notes as presented and Ed Astle seconded the motion. The motion was unanimously approved.

4. Audit Presentation – W. Chris Clark, CPA

Chris Clark, of Clark Eustace Wagner, CPA, presented the Independent Auditor's Report. Mr. Clark commended Robin Mitchum and the Finance Staff for their work on the audit. He discussed the findings in detail noting some areas that are opportunities for strengthening internal controls and operating efficiency. Specific recommendations have been discussed with appropriate personnel. The Board received the Audit Presentation as information.

5. Financial Status Report – Robin Mitchum

Robin Mitchum, Finance Manager, presented the financial status report for the period ending June 30, 2016. She reported that the agency revenues and expenditures are in good shape. Excess of revenues over expenditures total \$876,040. The Board received the financial status report as information.

6. FY16/17 Budget Presentation – Robin Mitchum

Robin Mitchum, Finance Manager, presented the FY16/17 proposed budget to the Board. Ms. Mitchum noted the budget is 11% or \$3,877,749 increase over the FY15/16 budget. Revenues and expenditures were discussed in detail. The budget will continue to be monitored to insure revenues and expenditures remain aligned. Recommended revisions will be made as needed. A rough draft of the proposed budget will go before respective City and County Council, Finance and Ways & Means Committee meetings prior to finalization for Board approval in September.

Colleen Condon made a motion to approve the FY16/17 Proposed Budget Presentation contingent upon recommended changes and Ed Astle seconded the motion. The motion was unanimously approved.

7. DASH Logo Rebranding – Michelle Emerson

Michelle Emerson, Marketing Coordinator, presented the DASH logo rebranding. Ms. Emerson relayed the DASH Rebranding Concept Committee's recommendations for the new logo. The committee was careful to create ad-free zones on the full front, top of the back and top of both sides of all shuttles for easy recognition. The DASH logo on the front will remain the same to avoid confusion. The committee was cognizant in keeping with the Charleston image by using the pineapple symbol and the Charleston Green color. The Transit Riders Advisory Committee and the Transit Ambassadors will review the recommended changes prior to launching the rebranded shuttles in the early Fall. The Board received the DASH logo rebranding presentation as information.

8. Ridership Report – Rainea Kearney

Rainea Kearney, Transit Coordinator, presented the ridership statistics for June 2016:

- Ridership for June was 319,859, a decrease of 20% over last year (which is a decrease of 75,401 passenger trips). Year-to-date, ridership is down by 17.2%.
- Routes that did not meet performance standards include: Rt. 41-Coleman Boulevard; Rt. 42-Wando Circulator; Rt. 102-North Neck/Rutledge Avenue; Rt. 104-Montague Avenue; Rt. 204-MUSC/Calhoun.
- The system-wide cost per passenger was \$2.42, compared to \$1.77 last year.
- Revenue for the month was \$375,501.97, which is a decrease of 12% from last year. Year-to-date, revenue is up by 2.2%.
- Farebox recovery for the system was 32.7%.
- Tel-A-Ride ridership for the month was 6,033, which is a 13.2% decrease when compared to the same period last year. Year-to-date, ridership is down by 12%.
- The cost per Tel-A-Ride trip was \$25.30, which is a 13% increase over June of last year. The average cost is 15.2% more than last year's average.

The Board received the ridership report as information.

9. Intermodal Facility Project Update – Jeff Burns

Jeff Burns, Senior Planner, updated the Board on the Intermodal Facility Project. The project team finalized the building and site design plans. Staff submitted the purchase/sale agreement to CSX Corporation and is preparing draft lease agreements for the partner agencies. A Request for Proposal was circulated to procure the services of a firm to layout and supply materials for the Amtrak History and Liberty Hill Community Heritage Room. A project update presentation was delivered to the Liberty Hill Community at their monthly meeting. A third party cost estimator is reviewing the plans and will submit an estimated cost to construct the facility. The Board received the Intermodal Facility Project Update as information.

10. Executive Director's Report

Ron Mitchum, Executive Director, highlighted the following matters and respectfully requested that the Board read his full report when time permits:

- Davis & Floyd has completed the preliminary site plans for 16 of the 21 sites for shelters or benches along Ashley Phosphate and Dorchester Roads. They are awaiting survey work on the remaining five sites. The plans for 4 of the 9 shelters to date would require the placement of shelters on private property due to limited SCDOT right of way. In addition, SCDOT has indicated that they would prefer that we not place any new shelters in their right of way but utilize private property. We will meet with SCDOT to discuss the use of their right of way as we would prefer not to acquire any property if possible.
- We have met with the College of Charleston and MUSC and anticipate renewing both contracts at the current rates. They are aware that we are replacing equipment and implementing new technology, therefore, there will be a reasonable increase in the contract rate next year.
- We request the Board's input on changing the name of the NASH to clarify that it provides service to the airport. If no objection, Rawle Murdy Associates will work on developing potential new names for the Board's consideration.

The Board received the Executive Director's report as information.

11. Other Business, If Any

- Daniel Brock, with Rawle Murdy Associates, updated the Board on social media outreach, projects and events. The update was received as information.
- Councilmember Riegel thanked the Board and Transdev for their tremendous efforts. He also encouraged the government entities to contribute their fair-share regarding funding aspects and referendums.

There was no other business discussed.

12. Public Comments, If Any

- Two public comments were received regarding ridership, route schedules and sales tax referendum concerns.

The public comments were noted for the record.

13. Board Comments, If Any

- Board Member McClure requested that a brief job description of CARTA personnel be provided to the Board for information purposes.

- Board Member Astle commended Gloria, a bus operator, for her nearly 3 million miles, excellent service and personable interactions with all passengers. He also relayed a comment from a passenger regarding timeliness and transportation to beaches. Mr. Astle encouraged all Board Members to ride the bus.
- Chairman Seekings thanked County Council for voting in favor of funding and thanked those who rode the bus and participated in “Dump the Pump Day.”

There were no additional Board comments.

14. Adjournment

The meeting adjourned at 2:40 p.m.

Respectfully submitted,
Kim Coleman

DRAFT

CARTA
Statement of Revenues & Expenditures
For the Month Ending August 31, 2016

Time elapsed:
92%

	<u>Revised FY16 Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<u>Revenues</u>			
Farebox	2,696,890	2,358,685	87%
Passes	661,941	543,770	82%
COC Shuttle	452,580	417,109	92%
MUSC	807,000	735,503	91%
City of Charleston - DASH	978,390	457,560	47%
City of North Charleston	1,442,330	-	0%
NASH	300,000	200,000	67%
Partnerships	100,000	-	0%
Federal	12,161,349	6,759,338	56%
State Mass Transit Funds	418,099	386,315	92%
Sales Tax - Charleston County	7,927,250	7,266,646	92%
Charleston County		-	N/A
Advertising	700,000	658,050	94%
Interest	300	220	73%
Montague Ave. - Proceeds from Sale	2,769,320	-	0%
Insurance Proceeds	70,000	107,375	153%
Rent		1	N/A
Miscellaneous	1,850	2,239	121%
Sale of Assets	-	6,923	N/A
TOTAL REVENUES	<u><u>31,487,299.00</u></u>	<u><u>19,899,734</u></u>	63%
<u>Expenditures</u>			
Staff Salaries	645,225	530,754	82%
Supplies	45,000	12,461	28%
Printing	100,000	59,398	59%
Marketing	60,000	55,000	92%
Parking (Employee)	9,600	10,149	106%
Accounting (Outside Services & Auditin	26,040	22,640	87%
Postage	2,750	2,641	96%
Dues/Publications	2,525	1,730	69%
Facility Maintenance	75,000	22,131	30%
Training/Travel	2,000	14	1%
Office Equipment Rental	19,600	16,767	86%
Office Equipment Maintenance	16,000	24,209	151%
Rent	7,466	15,462	207%

CARTA
Statement of Revenues & Expenditures
For the Month Ending August 31, 2016

Time elapsed:
92%

Communications	26,000	23,857	92%
Utilities	9,990	6,951	70%
Advertising	7,500	5,433	72%
Public Notices	5,000	3,081	62%
Money Counting	60,000	34,743	58%
Other Professional Service	60,000	54,177	90%
IGA Services	-	255,082	N/A
Low Income Fare Determination	37,000	27,750	75%
Bus Shelter Cleaning	42,708	42,120	99%
Vehicle Maintenance	376,000	323,005	86%
Operating Fees & Licenses	15,000	17,167	114%
Insurance	527,595	503,001	95%
Fuel	1,250,000	940,832	75%
Fixed Route	12,668,680	11,254,675	89%
Paratransit	2,272,001	1,952,836	86%
Miscellaneous	12,500	9,310	74%
Intermodal Infrastructure - Construction	7,211,650	-	0%
Rolling Stock	4,529,933	1,402,147	31%
Bus Shelter Construction/Bench Install	70,000	-	0%
Security/Cameras	70,000	23,738	34%
Signage	10,000	27,988	280%
Capital (IT, Facility Repairs/Maint)	687,215	12,828	2%
Engineering	45,850	-	0%
Engineering - Intermodal	50,000	22,500	45%
Trolley (FTA Payback)	19,667	-	0%
Leeds Ave. (FTA Payback)	411,804	-	0%
TOTAL EXPENDITURES	<u>31,487,299</u>	<u>17,716,577</u>	56%
 Excess (Deficit) of Revenues Over (Under) Expenditures	 <u>-</u>	 <u>2,183,157</u>	

CARTA
Statement of Revenues & Expenditures
For the Month Ending August 31, 2016

	Administration	Operating	Capital	TOTAL
EXPENDITURES:				
Salaries & Benefits	334,191	196,563		530,754
Total Direct Personnel	334,191	196,563	-	530,754
Supplies	7,252	5,209		12,461
Printing	10,718	48,680		59,398
Marketing	55,000			55,000
Parking (Employee)	10,149			10,149
Accounting (Outside Services & Auditing)	22,640			22,640
Postage	2,641			2,641
Dues/Publications	1,480	250		1,730
Facility Maintenance		22,131		22,131
Training/Travel	-	14		14
Office Equipment Rental	16,767			16,767
Office Equipment Maintenance	24,209			24,209
Rent	1,962	13,500		15,462
Telephone/Communications	12,876	10,981		23,857
Utilities		6,951		6,951
Advertising	5,433			5,433
Public Notices	1,526	1,555		3,081
Money Counting		34,743		34,743
Other Professional Services	23,197	30,980		54,177
IGA Services		255,082		255,082
Low Income Fare Determination		27,750		27,750
Bus Shelter Cleaning		42,120		42,120
Consultant Fees - Vehicles				-
Vehicle Maintenance		323,005		323,005
Operating Fees & Licenses		17,167		17,167
Insurance	10,930	492,071		503,001
Fuel		940,832		940,832
Fixed Route		11,254,675		11,254,675
Paratransit		1,952,836		1,952,836
Miscellaneous	9,310			9,310
Intermodal Infrastructure - Construction			-	-
Rolling Stock			1,402,147	1,402,147
Bus Shelter Construction/Bench Install			-	-
Security Cameras		23,738	-	23,738
Signage		27,988	-	27,988
Capital (IT, Facility Repairs/Maint)	12,828			12,828
Engineering		22,500	-	22,500
Trolley (FTA Payback)				-
Leeds Ave. (FTA Payback)				-
TOTAL EXPENDITURES	563,109	15,751,321	1,402,147	17,716,577

CARTA
Statement of Revenues & Expenditures
For the Month Ending August 31, 2016

	Administration	Operating	Capital	TOTAL
REVENUE				
Farebox		2,358,685		2,358,685
Passes		543,770		543,770
COC Shuttle		417,109		417,109
School District				-
MUSC		735,503		735,503
City of Charleston - DASH		457,560		457,560
City of North Charleston				-
NASH		200,000		200,000
Partnerships				-
Federal		5,777,338	982,000	6,759,338
State Mass Transit Funds			386,315	386,315
Sales Tax - Charleston County	2,743,851	4,488,963	33,832	7,266,646
Charleston County				-
Advertising		658,050		658,050
Interest	220			220
Rent		1		1
Miscellaneous	2,195	44		2,239
Sale of Assets		6,923		6,923
Insurance Proceeds		107,375		107,375
Montague Ave. - Proceeds from Sale				-
TOTAL REVENUES	2,746,266	15,751,321	1,402,147	19,899,734
EXCESS OF REVENUES OVER EXPENDITURES	2,183,157	-	-	2,183,157

**CARTA
FY16 Budget**

	<u>1st Revision FY16 Budget</u>	<u>2nd Revision FY16 Budget</u>	<u>3rd Revision FY16 Budget</u>	<u>Variance</u>
<u>Revenues</u>				
Farebox	2,696,890	2,696,890	2,600,000	(96,890)
Passes	611,941	661,941	593,770	(68,171)
COC Shuttle	452,580	452,580	452,580	-
School District	50,000	-	-	-
MUSC	807,000	807,000	807,000	-
City of Charleston - DASH	978,390	978,390	978,390	-
City of North Charleston	1,442,330	1,442,330	-	(1,442,330)
NASH	240,000	300,000	200,000	(100,000)
Partnerships	100,000	100,000	-	(100,000)
Federal	12,161,349	12,161,349	9,023,368	(3,137,981)
State Mass Transit Funds	381,618	418,099	386,315	(31,784)
Sales Tax - Charleston County	7,927,250	7,927,250	7,927,250	-
Advertising	700,000	700,000	723,050	23,050
Interest	615	300	230	(70)
Montague Ave. - Proceeds from Sale	2,769,320	2,769,320	-	(2,769,320)
Insurance Proceeds	-	70,000	117,136	47,136
Rent	-	-	1	1
Miscellaneous	881	1,850	2,239	389
Sale of Assets	-	-	28,467	28,467
TOTAL REVENUES	<u>31,320,164.00</u>	<u>31,487,299.00</u>	<u>23,839,796.00</u>	<u>(7,647,503)</u>
<u>Expenditures</u>				
Staff Salaries	615,225	645,225	546,710	(98,515)
Supplies	14,000	45,000	27,588	(17,412)
Printing	100,000	100,000	64,798	(35,202)
Marketing	90,000	60,000	60,000	-
Parking (Employee)	8,400	9,600	10,829	1,229
Accounting (Outside Services & Auditing)	18,000	26,040	22,640	(3,400)
Postage	5,000	2,750	2,750	-
Dues/Publications	2,525	2,525	2,000	(525)
Facility Maintenance	-	75,000	24,367	(50,633)
Training/Travel	5,000	2,000	14	(1,986)
Office Equipment Rental	18,000	19,600	18,184	(1,416)
Office Equipment Maintenance	-	16,000	37,430	21,430
Rent	-	7,466	15,737	8,271
Communications	25,600	26,000	26,719	719
Utilities	9,990	9,990	7,703	(2,287)
Advertising	7,500	7,500	7,102	(398)
Public Notices	5,000	5,000	3,361	(1,639)
Money Counting	60,000	60,000	35,143	(24,857)
Other Professional Services	60,000	60,000	59,102	(898)
IGA Services	-	-	368,771	368,771
Paratransit Certification	20,000	-	-	-
Low Income Fare Determination	37,000	37,000	27,750	(9,250)
Bus Shelter Cleaning	168,000	42,708	42,120	(588)

**CARTA
FY16 Budget**

	<u>1st Revision FY16 Budget</u>	<u>2nd Revision FY16 Budget</u>	<u>3rd Revision FY16 Budget</u>	<u>Variance</u>
Vehicle Maintenance	250,000	376,000	352,369	(23,631)
Operating Fees & Licenses	9,000	15,000	18,728	3,728
Insurance	502,595	527,595	503,001	(24,594)
Fuel	1,999,231	1,250,000	1,046,997	(203,003)
Fixed Route	12,668,680	12,668,680	12,277,827	(390,853)
Paratransit Services	2,252,001	2,272,001	2,130,367	(141,634)
Miscellaneous	36,030	12,500	10,156	(2,344)
Intermodal Infrastructure - Construction	7,211,650	7,211,650	-	(7,211,650)
Rolling Stock	4,529,933	4,529,933	3,803,281	(726,652)
Bus Shelter Construction/Bench Install	70,000	70,000	-	(70,000)
Security/Cameras	70,000	70,000	23,738	(46,262)
Signage	10,000	10,000	34,083	24,083
Capital (IT, Facility Repairs/Maint)	-	687,215	76,493	(610,722)
Engineering	30,000	45,850	-	(45,850)
Engineering - Intermodal		50,000	22,500	(27,500)
Trolley (FTA Payback)		19,667	-	(19,667)
Leeds Ave. (FTA Payback)	411,804	411,804	-	(411,804)
TOTAL EXPENDITURES	<u>31,320,164</u>	<u>31,487,299</u>	<u>21,710,358</u>	<u>(9,776,941)</u>
Excess (Deficit) of Revenues Over (Under) Expenditures	<u>-</u>	<u>-</u>	<u>2,129,438</u>	<u>2,129,438</u>

CARTA
FY2017 Proposed Budget

	<u>FY16 Budget</u>	<u>Proposed FY 17 Budget</u>	<u>Variance</u>
<u>Revenues</u>			
Farebox	2,696,890	2,696,890	0
Passes	661,941	585,388	(76,553)
COC Shuttle	452,580	452,580	0
MUSC	807,000	807,000	0
City of Charleston - DASH	978,390	516,600	(461,790)
City of North Charleston	1,442,330	1,151,630	(290,700)
NASH	300,000	-	(300,000)
Partnerships	100,000	-	(100,000)
Federal	12,161,349	18,279,154	6,117,805
State Mass Transit Funds	418,099	661,636	243,537
Sales Tax - Charleston County	7,927,250	8,147,000	219,750
Charleston County - Intermodal	-	1,241,870	1,241,870
Advertising	700,000	825,000	125,000
Interest	300	300	0
Montague Ave. - Proceeds from Sale	2,769,320	-	(2,769,320)
Insurance Proceeds	70,000	-	(70,000)
Miscellaneous	1,850	-	(1,850)
TOTAL REVENUES	<u><u>31,487,299</u></u>	<u><u>35,365,048</u></u>	<u>3,877,749</u>
<u>Expenditures</u>			
Staff Salaries & Benefits	645,225	147,327	(497,898)
Supplies	45,000	15,000	(30,000)
Printing	100,000	100,000	0
Marketing	60,000	70,000	10,000
Automotive	9,600	2,880	(6,720)
Accounting (Auditing)	26,040	20,000	(6,040)
Postage	2,750	2,500	(250)
Dues/Memberships	2,525	1,100	(1,425)
Facility Maintenance	75,000	-	(75,000)
Training/Travel	2,000	2,000	0
Office Equipment Rental	19,600	17,496	(2,104)
Office Equipment Maintenance	16,000	18,000	2,000
Rent	7,466	11,963	4,497
Communications	26,000	105,500	79,500
Utilities	9,990	10,500	510
Advertising	7,500	5,500	(2,000)
Public Notices	5,000	3,500	(1,500)
Money Counting	60,000	6,000	(54,000)
Professional Services:	60,000	36,000	(24,000)
Contract Services	-	850,000	850,000
Paratransit Certification	-	31,000	31,000
Low Income Fare Determination	37,000	-	(37,000)

CARTA
FY2017 Proposed Budget

	<u>FY16 Budget</u>	<u>Proposed FY 17 Budget</u>	<u>Variance</u>
Bus Shelter Cleaning	42,708	-	(42,708)
Vehicle Maintenance	376,000	376,000	0
Operating Fees & Licenses	15,000	17,000	2,000
Insurance	527,595	538,147	10,552
Fuel	1,250,000	1,300,000	50,000
Fixed Route	12,668,680	12,084,000	(584,680)
Paratransit	2,272,001	2,282,343	10,342
Miscellaneous	12,500	12,500	0
Intermodal Infrastructure - Construction	7,211,650	11,467,500	4,255,850
Rolling Stock	4,529,933	1,866,627	(2,663,306)
Support Vehicles	-	250,661	250,661
Bus Shelter Construction/Bench Install	70,000	668,864	598,864
Security Cameras	70,000	344,084	274,084
Fareboxes	-	1,000,000	1,000,000
Signage	10,000	70,015	60,015
Automated Vehicle Locator	-	919,237	919,237
Capital (IT, Facility Repairs/Maint)	687,215	250,000	(437,215)
Engineering	95,850	50,000	(45,850)
Trolley (FTA Payback)	19,667	-	(19,667)
Intermodal Facility (FTA Payback)	411,804	411,804	0
TOTAL EXPENDITURES	<u>31,487,299</u>	<u>35,365,048</u>	3,877,749
 Excess (Deficit) of Revenues Over (Under) Expenditures	 <u>-</u>	 <u>-</u>	

Approved by Member Governments

**CONTRACT
BETWEEN
BERKELEY-CHARLESTON-DORCHESTER COUNCIL OF GOVERNMENTS
FOR MANAGEMENT AND STAFF SERVICES
AND
CHARLESTON AREA REGIONAL TRANSPORTATION AUTHORITY (CARTA)**

This contract effective as of October 1, 2016 between the Berkeley-Charleston-Dorchester Council of Governments, hereinafter referred to as the "COG" and the Charleston Area Regional Transportation Authority, hereinafter referred to as "CARTA".

A. SCOPE OF SERVICES

The COG agrees to provide, services as outlined below:

MANAGEMENT: The COG Executive Director will provide management services to CARTA. These services include, but not limited to the daily operations of the agency. The COG Executive Director will make all decisions as it relates to personnel, budget, contracts and any other needs that may arise.

SUPPORTIVE SERVICES: The COG will provide accounting and financial management services for CARTA. These services will include, but not limited to, budget analysis/preparation, grant compliance and any additional duties as requested by CARTA.

The COG will provide Board support services. Services will include, but not limited to; Preparing, scheduling, and hosting Committee and Board meetings.

B. TIME OF PERFORMANCE

This contract amendment will be effective October 1, 2016 and services will be provided on an as-needed basis hereinafter. The time of performance will be from the date of this Contract unless either of the two parties provides a written notice of intent to terminate the Contract. Regardless of the date of notice, the termination of the contract will be at fiscal year-end.

C. COMPENSATION AND METHOD OF PAYMENT

Management Compensation will be a flat fee of \$18,750.00 quarterly, not to exceed \$75,000.00 annually. Staffing services will be based on actual time by COG staff devoted to providing the above-referenced services to CARTA. CARTA will reimburse the COG for actual hours worked at the maximum rate of \$50 per hour.

D. TERMS AND CONDITIONS

1. Any changes to this Contract, which are mutually agreed upon between the COG and CARTA, shall be incorporated in written amendments to this Contract.
2. This Contract may be terminated by either party giving written notice. The contract end date shall be the last day of the following month in which the notice is given. No person shall be

excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this contract on the grounds of race, color, or national origin.

The parties to the contract hereby agree to any and all provisions of the Contract as stated above.

CHARLESTON AREA REGIONAL
TRANSPORTATION AUTHORITY

BERKELEY-CHARLESTON-DORCHESTER
COUNCIL OF GOVERNMENTS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

WITNESS: _____

WITNESS: _____

CARTA Board Approval _____

COG Board Approval _____

RESOURCE SHARING AGREEMENTS

Trident SC Works
Resource Sharing Agreement (RSA)
July 1, 2016 – June 30, 2017
(Addendum to MOU)

I. STATEMENT OF PURPOSE

The purpose of this RSA is to define and specify what common costs associated with the SC Works Centers will be a shared responsibility of the designated *Partners* and the *Berkeley, Charleston, Dorchester Council of Governments* (COG), as well as establish the basis and methodology of pooling and sharing those costs. Also, the RSA outlines the frequency and process for billing and payment of shared costs.

II. INTRODUCTION

- a. The **Trident WDB** is the designated and certified Workforce Development Board for the **Trident Workforce Development Area**. The Operator is **Eckerd Workforce Development Services**, competitively procured and selected by the WDB.
- b. The Partners are the various organizations identified in the Memorandum of Understanding (MOU) who, by virtue of their Partner status, have agreed to enter into and abide by Partner specific RSAs.

III. RESOURCE SHARING PLAN

Other than the items specified in this RSA, each partner agency agrees to use their authorized funds to provide the services which are appropriate to this agreement, as specified, and are compatible with their mission and the use and constraints of their funding.

Each partner agency agrees to provide the resources necessary to fund their proportionate share of the costs as contained in the Cost Allocation shown below in item IV. Identification of Shared Costs.

IV. IDENTIFICATION OF SHARED COSTS

The basis of allocation for this RSA is the square footage costs of the Charleston SC Works Comprehensive Center as demonstrated in the chart below.

Shared Cost - All Partner's (Annual Cost)	
FY16/17	
SC Works - Charleston	
Rent*	\$ 275,224.74
Utilities	\$ -
Landscaping	\$ -
Janitorial	\$ 24,780.00
Pest Control	\$ 360.00
Trash Collection	\$ 780.00
Inernet/Telephone/Fax	\$ 24,650.00
Bldg Maint & Repairs	\$ -
Equipment Rental/Maint	\$ 16,500.00
Shred-It-Services	\$ 2,700.00
Copier / Printer Paper (Common Areas)	\$ 6,500.00
Coastal Security Alarm	\$ 384.00
Security	\$ 33,336.00
TOTAL ANNUAL COST	\$ 385,214.74
Square Footage	27510
Cost per Square Foot	\$ 14.00
*Note: Rent at SCWC includes utilities, landscaping, building repairs & maintenance	

The Berkeley Charleston Dorchester Council of Governments in its capacity of the Administrative Entity and through Eckerd the designated "Operator" shall provide the following:

1. Leased office space negotiated with each Partner and outlined in the *Partner's "Lease Agreement"* found as *Attachment 2 to the RSA* and the *"Resource Sharing Plan Form"* found as *Attachment 1* to the RSA. The square footage rate outlined in the Lease Agreement includes space, utilities, maintenance, janitorial services, security, basic office furniture (if available), and access to copiers, fax machines and meeting space.
2. Access to computer network and or use of personal computers.
3. The Operator is responsible for facilities oversight and general Center operations.
4. The Operator provides Customer Service Staff for the main lobby and to perform common intake functions and routing of customers to appropriate services.
5. Quality computers with a standard software package will be provided in addition to Internet access, and on-site computer network support. All computers provided by BCDCOG are not to be relocated unless written consent by BCDCOG IT staff. Failure to comply may result in removal of BCDCOG hardware from Partner leased area.
6. Access to a telephone system with voice mail and long distance services.

V. PROPORTIONATE SHARE

The Workforce Innovation and Opportunity Act (WIOA) and its related regulations and guidance establish, as a starting point, the expectation that one-stop partners will share proportionately in the cost of the one-stop system. Therefore, to the extent applicable, costs will be shared based on the proportionate share model.

Partners' tangible and intangible contributions will be identified and agreed upon based on the requirements of their respective RSA's.

Any adjustments made to the proportionate share formulas will be presented in writing and agreed upon by both parties in the form of the addendum to the original agreement.

XII. PROPERTY INSURANCE

The facility host shall obtain and hold appropriate and sufficient property insurance as the lessor of the **Clemson SC Works** facility. Each partner will be responsible for insuring their own contents.

Reference Insurance Policies for DEW (more specifically "Tort Liability" and "Building Insurance" Coverage).

XIII.

Approved and Accepted by:

Approved and Accepted by:

Name:
Executive Director of BCD COG

Name
Title, Organization

Date

Date

Operator Signature (where applicable):



Kalen J. Kunkel
Eckerd Workforce Development Services

9/21/2016 _____

Date

**RSA ATTACHMENT 1
Resource Sharing Plan**

Partner Name:

Total Shared Costs:

Description of means by which shared costs will be met:

Payment by Cash / Check Value:
Description:

Monthly Rent: \$302.94 (\$3,635.31 Annual)

Exchange of Alternate Space Value:
Description:

Other: Value:
Description:

Authorized Partner Signature

Title

Date

RSA ATTACHMENT 2

LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT HEREAFTER CALLED LEASE, made and entered into this 1st day of July 2016, between the Berkeley-Charleston-Dorchester Council of Governments (hereinafter referred to as the "Landlord") and Charleston Area Regional Transportation Authority (CARTA) (hereinafter referred to as the "Tenant").

WITNESSETH:

1. **PREMISES:** The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, space within the premises known as the SC Works Charleston Center located at 1930 Hanahan Road, North Charleston, South Carolina, together with all appurtenances, containing approximately 190 square feet and 69 square feet of shared space.

TO HAVE AND TO HOLD THE PREMISES upon the terms and conditions hereinafter set forth.

2. **TERMS:** The term of this Lease Agreement shall be for a period of Twelve (12) months beginning on July 1, 2016, and ending on June 30, 2017. The Tenant has the option to renew this Lease Agreement for an additional One (1), year term, upon the same terms and conditions with one-hundred twenty (120) day notice given to the Landlord in writing by the Tenant.

3. **RENT:** Tenant shall pay to the Landlord during the term of this lease for use of the Premises the sum of *Three Thousand Six Hundred Thirty Five dollars and thirty one cents (\$3,635.91)*, payable in equal monthly installments of Three Hundred two dollars and ninety four cents (\$302.94) which shall be due and payable on the 1st day of each month, in advance, during said term. Said rent shall be in arrears if not paid by the tenth (10th) of each month. The Base Rental amount may be increased annually by 2 1/2% for the initial term and any renewal period. See "Schedule A" attached and made part of this agreement.

4. **USE:** The leased premises shall be used an occupied by Tenant for offices for Charleston Area Regional Transportation Authority (CARTA).

5. **CONDITION OF PREMISES:** Tenant stipulates that he has examined the leased premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, and tenantable condition.

6. **ASSIGNMENT AND SUBLETTING:** The Tenant shall not have the right to assign its interest or sublet the premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld, provided that any such assignment or sublease shall be upon the same terms and conditions of the Lease.

7. **ALTERATIONS AND IMPROVEMENT:** Tenant shall make no alternations to the building on the leased premises or construct any buildings or make no other improvements without the prior written consent of Landlord. Tenant will be responsible for renovation costs. All alterations, changes, and improvements built, constructed, or placed on the leased premises by the Tenant, except for movable property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the leased premises at the expiration or sooner termination of this lease.

8. **UTILITIES:** Landlord shall be responsible for all utilities of any kind required for its operation, to include, but not limited to water, sewer, lighting, heating, ventilating, air conditioning, electricity, and basic telephone services including voice mail (not including long distance).

9. **MAINTENANCE AND REPAIR:** Tenant will keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof. Landlord is responsible for any cost incurred for maintenance, repairs, or replacement cost to include the foundation, the exterior walls, roof, replacement of heating, ventilation and air conditioning equipment, plumbing fixtures as may be needed, light bulbs, glass breakage, and any other repair or service needed. Should Landlord at any time fail to do any of the things required to be done by it under the provisions of this Lease, Tenant, at its option, may (but shall not be required to) do the same or cause the same to be done, and the amounts paid by Tenant in connection therewith shall be deducted from the rental hereunder, together with interest thereon from the date of demand therefor.

10. **SIGNS:** Tenant agrees that no permanent signs shall be placed on or about the leased premises by Tenant or at his direction without prior written consent of the Landlord.

11. **TERMINATION:** The Tenant shall have the right to cancel this Lease upon giving Landlord thirty (30) days written notice of its cancellation hereof, upon the occurrence of any one or more of the following:

(a) If, at the end of any fiscal year (June 30th) after the Commencement Date, appropriations, revenues, income, grants or other funding are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent, additional rent, and all other payment obligations of Tenant pursuant to this Lease; or

(b) If the **Charleston Area Regional Transportation Authority (CARTA)** is dissolved and no longer performs the functions and purposes ascribed to it by the Organization; or

(c) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct.

(d) In addition to the cancellation privileges set forth, Tenant shall also have the right to cancel this Lease at any time after the first six (6) months of the Initial Term by giving One Hundred Twenty (120) days written notice to Landlord of Tenant's intention to vacate the Demised Premises.

12. RIGHT OF INSPECTION: Landlord and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the leased premises for the purpose of inspecting the premises.

13. SUBORDINATION OF LEASE: This lease and Tenant's leasehold interest thereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances hereinafter placed on the leased premises by Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

14. HOLDOVER BY TENANT: In the event Tenant shall remain in the Demised Premises after the Initial Term has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease hereof, Tenant shall be deemed to be a tenant from month-to-month, and Tenant shall continue to pay the Basic Rent in effect for the initial Term until either Landlord or Tenant, by thirty (30) days written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements expected.

15. LANDLORD'S REPRESENTATIONS AND WARRANTIES: Landlord represents and warrants to Tenant that:

(a) Landlord is the Lessee of the Northwoods Properties who is the owner of the Land and Building in fee simple, that title is marketable and not subject to any defects or encumbrances, which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises:

(b) The use of the Demised Premises contemplated by this Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain, and, to the best of Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's included use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will keep the land, the building, and the Demised Premises in good order and repair.

(g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within a reasonable time after Landlord has notice of damage or the need for repair.

(h) Landlord will provide janitorial and security services.

(i) Landlord will provide furniture for tenant use on an as available basis.

(j) Landlord will provide access to copiers located throughout facility.

(k) Landlord will provide reception personnel and Center Manager.

16. TENANT'S COVENANTS: Tenant covenants and agrees that it shall:

(a) Pay Basic rent when due within a reasonable time period after receipt of an invoice;

(b) Maintain the Demised Premises in a clean and good condition;

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notices of any accident, damage, destruction or occurrence affecting the Demised Premises.

(e) Pay for all Long Distance service, on a monthly basis for each phone number assigned to Tenant.

(g) Utilize copiers for reasonable day to day copying and not use for mass production of copies.

17. ABANDONMENT: If at any time during the term of this lease Tenant abandons the leased premises or any part thereof, Landlord may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, relet the demises, or any part thereof, for the whole or any part of the then unexpired term. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

18. INSURANCE: Landlord shall keep the premises insured with a policy sufficient to replace the leased premises. Tenant shall, at Tenant's sole cost and expense, maintain general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Leased Premises. Such insurance shall afford combined single limit liability protection in the amount of not less than One Million (\$1,000,000.00) Dollars.

To the greatest extent permitted by the South Carolina Tort Claims Act, together with other applicable South Carolina law, the Landlord and its affiliates and agents shall be protected and shall have a right of action against Tenant for reason of any and all liability, claims, lost injury or damage, including attorney's fees and costs, whether for property damage or personal injury (including, but not limited to death) arising from or in any way connected to the use or occupancy of the premises by Tenant, its agents or employees, except where such damage, claims or injuries are caused by the negligence of Landlord, its employees or agents.

19. WAIVER: No waiver of any condition or covenant of this Lease Agreement by the Landlord shall be deemed to imply or constitute a further waiver by Landlord of any other condition or covenant of this Lease Agreement.

20. QUIET ENJOYMENT: If Tenant shall pay the rent and perform and observe all of the other covenants and conditions to be performed and observed by it hereunder, Tenant shall at all times during the term hereof have a peaceful and quiet enjoyment of the Premises without interference from Landlord or any person lawful claiming through Landlord.

21. GOVERNING LAW: This Lease Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

22. SUCCESSORS: This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, except as otherwise provided for in this Lease Agreement.

23. HAZARDOUS WASTE, HANDICAP ACCESS, HEALTH AND SAFETY: Landlord represents and warrants that to the best of Landlord's knowledge, the Premises have never been used for treatment, storage, or disposal of any solid or liquid waste which is classified as toxic or hazardous under any Federal, State or Local law or regulation in effect as of the commencement date, and the Premises (including the subsurface water) has not been contaminated by any such toxic or hazardous material.

The Tenant may cancel the Lease if the premises are found to be in violation of any Federal, State, or Local law, regulation or ordinance affecting the Tenant's use of the Premises, including those pertaining to handicap access, health or safety, and the Landlord has failed to make necessary repairs or improvements in order to conform to the applicable law, regulation or ordinance.

24. INGRESS AND EGRESS: Tenant and its employees, customers, guests and invitees shall have full and unrestricted rights of access and egress with respect to the Premises together with all the facilities, rights and privileges herein granted, and has full power

and authority to enter into this Lease Agreement in respect thereof; and covenants that upon performance of the agreements on the part of Tenant to be performed hereunder, Tenant shall enjoy the said premises and said facilities, rights and privileges.

25. TAXES AND ASSESSMENTS: Landlord shall pay all of the real and personal property taxes levied or assessed against the Leased Premises, for any and all periods during the term of the Lease. Landlord shall pay any solid waste disposal fees or any other fees levied against the property.

26. NOTICES: All notices provided for in this Lease Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Landlord: Berkeley Charleston Dorchester Council of Governments
1362 McMillan Ave., Suite 100
N. Charleston, SC 29405

Payments To: BCD Council of Governments
1362 McMillan Ave., Suite 100
N. Charleston, SC 29405

Tenants: Charleston Area Regional Transportation Authority (CARTA)
36 John Street
Charleston, SC 29403
(843) 724-7420

27. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY: If the leased premises or any part thereof shall be damaged or destroyed by fire or other casualty, and such damage or destruction shall be so extensive as to require the substantial building or buildings on the demised premises, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within forty-five (45) days after the occurrence of such damage or destruction.

28. NO PARTNERSHIP: Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

29. AMENDMENTS: This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

IN WITNESS WHEREOF, the parties hereto by their authorized representative, have signed, sealed and delivered this Lease Agreement, in duplicate, at Charleston South Carolina, on the day and year first written above.

WITNESSES:

LANDLORD:
Berkeley Charleston Dorchester Council of Governments

By: _____
Ronald E. Mitchum
Its: Executive Director
Date: July 1, 2016

TENANTS:

By: _____

Its:
Date: July 1, 2016

THE TRIDENT WORKFORCE AREA

SC WORKS SYSTEM

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

The Charleston Area Regional Transportation Authority (CARTA) provides Discount Bus Pass Services onsite at the Charleston SC Works Center. The Discount Bus Pass Services support the regional transportation needs of the many community customers seeking services through SC Works.

Name, Title
Charleston Area Regional Transportation Authority (CARTA)

Signature Date: _____

Kalen J. Kunkel, One-Stop Operations Director
Eckerd Workforce Development Services



Operator (if applicable) Date: 9/21/2016

CARTA

Charleston Area Regional Transportation Authority

MEMORANDUM

TO: Ron Mitchum, CARTA Executive Director

FROM: Jeffrey Burns, Planning & Operations Manager

DATE: July 7, 2016

SUBJECT: Intermodal Center Project Update

CC: file

Over the last month, the project team finalized the building and site design plans. Staff submitted the purchase/sale agreement to CSX Corporation and is preparing draft lease agreements for the partner agencies. A Request for Proposals was circulated to procure the services of a firm to layout and supply materials for the Amtrak History and Liberty Hill Community Heritage Room. A project update presentation was delivered to the Liberty Hill Community at their monthly meeting. Lastly, a third party cost estimator is reviewing the plan and will submit an estimated cost to construct the facility.

The following is a brief overview of accomplishments and milestones.

- 1) Project Timeline:
 - a. Overall, the project is tracking about 6 month beyond the original schedule as impacted by the progress in negotiating the MOUs
 - b. Receipt of the construction cost estimate based on the 100% design plans is the next major concern for the project team.
- 2) A&E Design
 - a. Building and site work has been completed by Davis & Floyd
 - b. The project team holds weekly meeting to discuss issues as they arise
- 3) Permitting & Zoning: Scheduled for August 2016
- 4) NEPA/NHPA
 - a. The Draft Environmental Assessment document was approved by FTA. The 30-day public comment period closed on January 4, 2016
 - b. A Finding of No Significant Impact (FONSI) is anticipated to be approved by FTA in late January 2016

5) Amtrak Coordination

- a. The project team finalized negotiations with Amtrak. Amtrak has agreed to retain ownership of the boarding platform, which absolves CARTA and the City of North Charleston from carrying the cost of insurance.

6) Real Estate Process:

- a. An appraisal of the Gaynor St. site has been completed. A review appraisal has been completed.
- b. A partially executed Purchase & Sale Agreement, along with an escrow and an appraised value of the property. Negotiations are actively occurring. FTA has approved the appraisals and suggested offer price to acquire the Gaynor St. Site for their review.

CARTA staff continues to coordinate with FTA to ensure their staff is informed on our progress. FTA staff has been very supportive in moving this project to completion.

Upcoming tasks include completing the finalizing the design and construction plans, executing the purchase/sale agreement with the City of North Charleston, transfer ownership of the property, commence permitting and zoning approval, and to draft an Invitation for Bids (IFB) to secure a construction contractor.

Please feel free to contact me with any questions or for further information.

CARTA

Charleston Area Regional Transportation Authority

MEMORANDUM

TO: CARTA Board of Directors

FROM: Ronald E. Mitchum, CARTA Executive Director

DATE: September 21, 2016

SUBJECT: Ridership Report

As you will notice, the Ridership Report is not included on this month's agenda. We had a glitch in the system and were not able to recover the data; therefore the report is extremely skewed.

We have corrected the issue and will have a report for you at the October Board Meeting. Please feel free to contact me with any questions or for further information.