



City of Franklin

Mailing Address:
109 3rd Ave S
Franklin, TN 37064
(615) 791-3217

Meeting Agenda

Franklin Transit Authority

Tuesday, December 3, 2024

4:00 PM

Development Services
Conference Room

CALL TO ORDER

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board. As provided by law, the Board of Mayor and Alderman shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator for administrative consideration, or to a schedule the matter for Board consideration at a later date. Those addressing the Board are requested to come to the microphone and identify themselves by name and address for the official record. The Mayor may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

APPROVAL OF MINUTES

1. Consideration Of Approval Of The October 1, 2024, FTA Minutes

OLD BUSINESS

2. Transit And VanStar Reports Update
3. Financial Statement And Summary
4. Grant Report
5. Contractor Monitor Report

NEW BUSINESS

6. Consideration Of Amendment Number 1 To Agreement #2023-0233 For Purchase Of Transit Services Concerning Bus Stop Sign and Signposts, Bus Shelters, Manufacturers' Warranties, And Mapping And GIS Assistance
7. Acknowledgment Of Federal Transit Administration Transit Asset Management Plan Report

8. Acknowledgment Of TDOT-Franklin Transit Technical Assistance Program Contract 2025 For Staff Training Assistance
9. Update On RFP For Transit Master Plan

OTHER BUSINESS

10. Report Of President And CEO
11. Chairman's Report

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.

**FRANKLIN TRANSIT AUTHORITY
MINUTES OF BOARD MEETING
Tuesday, October 1, 2024; 4:00 P.M.**

The Franklin Transit Authority met on Tuesday, October 1, 2024, at 4:00 P.M., in the Development Services Conference Room of the City of Franklin, TN.

Members Present

Chuck Barber	Kelly Bair, The TMA Group	Vernon Gerth, City of Franklin
Scotty Bernick	Debbie Henry, The TMA Group	Paul Holzen, City of Franklin
Eric McElroy	S Sharmila Patel, The TMA Group	Shauna Billingsley, City of Franklin
Doris McMillan	Todd Moore, Attorney	
Ashley Roberts		
John Schroer		

CALL TO ORDER

Mr. John Schroer welcomed everyone and called the meeting to order.

ROLL CALL/CONFIRM QUORUM

Chairman Schroer confirmed a quorum was present.

CITIZEN COMMENTS

One member of the public attended, Ned Dannenburg of WalkBike Franklin, and there was no public comment.

APPROVAL OF MINUTES

There were no questions or corrections made regarding the August 29, 2024, Authority minutes. Ms. Ashley Roberts made a motion for approval of the August 29, 2024, FTA minutes. Mr. Chuck Barber seconded the motion, and the Authority voted unanimously to approve.

OLD BUSINESS

Transit Report and VanStar Report

Ms. Debbie Henry shared the transit report, which shows an increase in passenger trips in July and August of this year compared to the same period in the previous year (2023).

She also shared updates about the vanpool program, specifically about conferences and events VanStar employees have attended or participated in. Franklin Transit and its services are also mentioned and included.

An update on Pilgrimage was provided. The weather impacted the event with numbers lower than the previous year. Approximately 250 rides were complimentary in response to the confusion arising when traffic was unexpectedly rerouted at 7:00. All traffic was detoured to Eddy Lane, resulting in no access to the Factory. Mr. Vernon Gerth thanked Ms. Henry for bringing it

up and promised to investigate.

Year-to-Date Financial Statement and Summary

Dr. Kelly Bair shared the FY25 financial report for July, pointing out that the TMA Group was under budget for the month. The state funding was less than expected because we are still waiting on the executed UROP contract from the City. She also pointed out increased expenditures for different areas including transit security, transit building maintenance, and professional services. These were due to one-time expenses.

Chairman Schroer asked for clarification about the transit funds—these are swept out and placed into the City’s general fund.

Grants/DBE Program Update

Ms. Sharmila Patel provided an update on the status of current FTA and CMAQ grants for Franklin Transit Authority and Williamson County (a subrecipient). She also informed the Authority that Franklin Transit’s DBE program plan has been submitted to Federal Transit—the Authority has approved the goal and methodology at the previous meeting.

Contract Monitor Report

Ms. Patel reviewed the relevant items from the contractor monitoring report including The TMA Group having its audit in October; a 5310 grant award was closed; and two buses have been procured.

Ms. Roberts made a motion to accept all of the reports, Mr. Barber seconded the motion, and it passed unanimously.

NEW BUSINESS

Update on RFQ for Franklin Transit

Chairman Schroer indicated that the City is still finalizing the RFP for a transit master plan and that he would present it at the first BOA work session on November 12. Ms. Shauna Billingsley explained the overall process and the resolution that would be made by BOMA. Mr. Gerth talked about the overall procurement process. The Authority would be the ones reviewing the proposals and would make a recommendation.

OTHER BUSINESS

Report of President and CEO/ Chairman’s Report

The TMA Group is working with the City on a contract amendment related to bus shelters, transit signs, and transit software. The TMA Group is awaiting guidance regarding Franklin Transit Authority’s responsibilities related to subrecipient monitoring; Williamson County vanpool is the subrecipient of federal funds. Finally, Ms. Henery asked everyone to take a moment to remember those affected by the damage caused by Hurricane Helene.

The Chairman did not have an additional report to share.

ADJOURN

Ms. Roberts made a motion to adjourn, Mr. Barber seconded the motion, and it passed unanimously.

The next regularly scheduled meeting will be Tuesday, December 3rd at 4:00 PM in the City's Development Services Conference Room.

John Schroer, Chairman

PASSENGER TRIPS COMPARISON YTD (2023/24) TO (2024/25)



July through September passenger trip comparison 2023/24 - 30,104 trips 2024/25 - 33,289 trips 9.5% Increase

July-September 2024 Report

**Regional Vanpooling, Carpooling and Employee Partnership Commute Benefits
Post Pandemic**



Vehicles Available for Annual Maximum Service (VAMS) *					94
Periods of Service					
Field	Average Weekday	Average Saturday	Average Sunday		
Time Service Begins	4:30 AM	5:45 AM	2:01 PM		
Time Service Ends	5:56 PM	4:48 PM	9:34 AM		
Services Supplied					
Total Monthly Ridership VRH	4856.83				
Total Monthly Ridership VRM	196126.00				
Field	Average Weekday	Average Saturday	Average Sunday	Annual Total *	
Vehicles In Operation	33	1	1		
Total Actual Vehicle Miles	3000.55	141.96	159.60		198956.00
Total Actual Vehicle Revenue Miles	2966.78	93.42	159.29		196126.00
Total Actual Vehicle Hours	74.92	4.19	3.52		4970.03
Total Actual Vehicle Revenue Hours	73.57	2.26	3.50		4856.83
Services Consumed					
Total Ridership Unlinked Passenger Trips (UPT)	19607				
Field	Average Weekday	Average Saturday	Average Sunday	Annual Total *	
Unlinked Passenger Trips (UPT)	297.86	7.08	11.85		19607.00
Passenger Miles Travelled (PMT)	13686.58	255.66	742.53		902603.79
Service Operated (Days)					
Field	Total Weekday	Total Saturday	Total Sunday	Annual Total *	
Days Operated	65	12	13		90

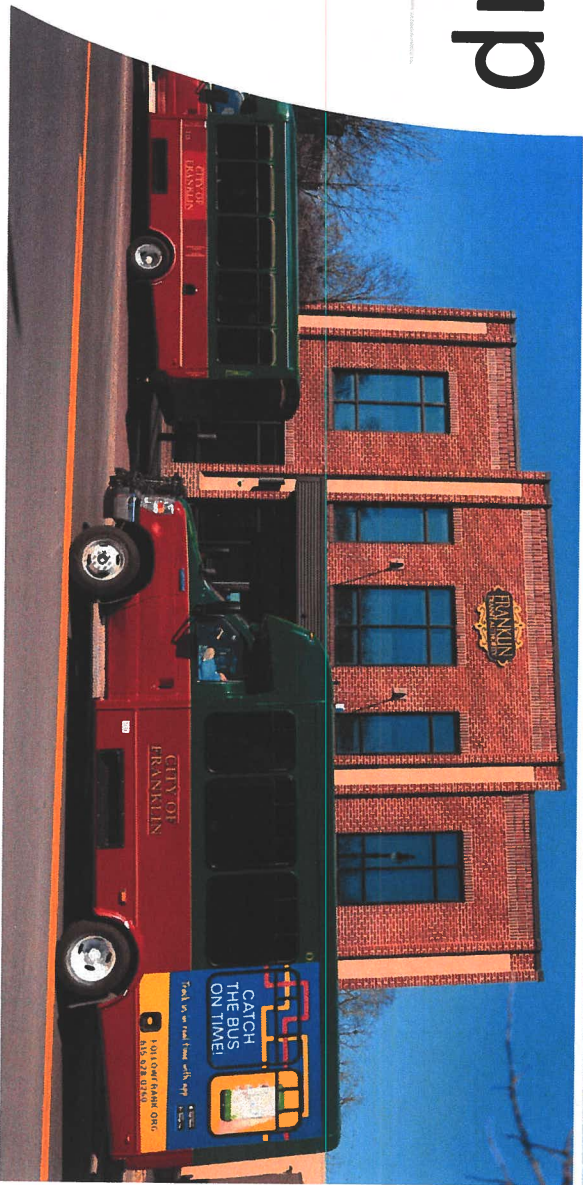
Key Numbers

- Passenger Trips** **19,607 Passenger Trips**
- Passenger Miles Reduced** **902,603 Passenger Miles Traveled (Reduced Roadway Miles)**
- Pollutants Reduced** **715,111 lbs of pollutants reduced**
- Reduced Fuel Consumption** **36,716 gallons of fuel consumption reduced**
- Reduced Cost to participants** **\$519,903 of savings to Vanstar customers**
- Awareness Campagne**
 - National SHRM Conference Exhibitor
 - 185 Sales contacts established
 - Nashville TMA Expo participation
 - ACT Annual Conference
 - Highlights** 2 vanpool startups
- LG Assembly Center** Clarksville LG signup
- TN National Guard** TDM vanpool event at Airguard
Meetings to promote Commute Benefit tutorial project continued
- Veterans Affairs** Meetings to meet new staff and Commute Benefit
Tutorial project
- State of Tennessee** Digital and in person calls on State department promoting TDM
- Social Media** Extensive Social Media Coverage included in report



The TMA Group

July-September 2024



Marketing Objective

- To grow awareness of environmentally friendly, multimodal transportation solutions for employees and communities in Middle Tennessee
 - Vanpool
 - Local Transit
 - Employer Solutions
 - Carpool
 - Technology
 - Public Outreach

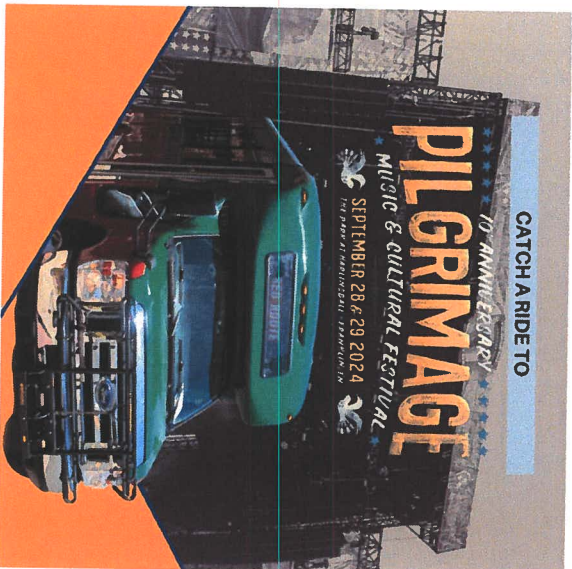
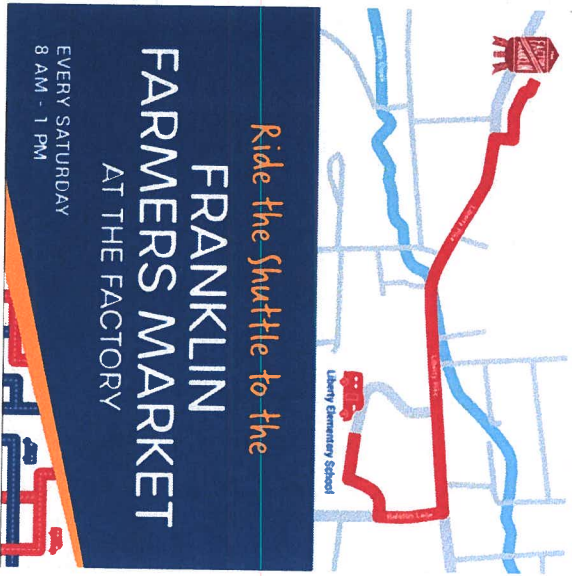


Strategy

- Become a thought leader in transportation by curating information and interviewing leaders in transportation
 - Community Outreach
 - “Influencer” Videos
 - TMA Activities



Community Outreach



TMA Events

CONNECTOR

TRANSPORTATION DEMAND MANAGEMENT



SUMMIT 2024

FRIDAY
SEPTEMBER 27
8 AM - 4 PM

NISSAN STADIUM
FULL DAY PROGRAM ON TRANSPORTATION
IN NASHVILLE: **DROP-IN SESSIONS**

FREE TO THE PUBLIC
1 TITANS WAY, NASHVILLE TN 37213

Commuter Benefits 101:
**Everything You Need to
Know About Employee
Commuter Benefits**

SPONSORED BY THE TMA GROUP

**Sept. 25, 2024
11:30 AM - 12:30 PM CT**

PRESENTER:
Tanisha J. Hall
AICP, TDM-CP



Reels

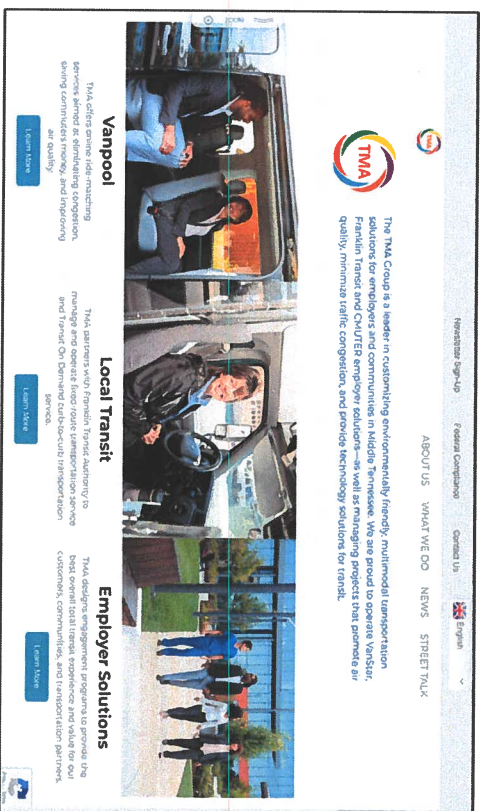
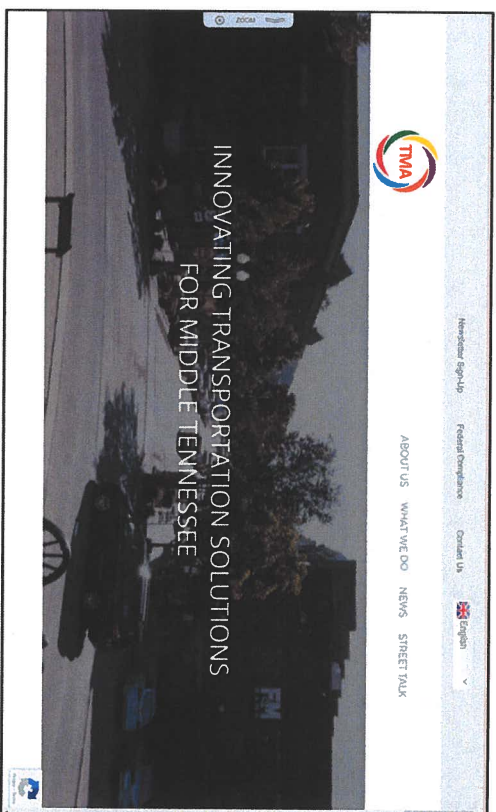


Google Analytics

(July-September 2024)

Total Visits: 1,855

Avg. 30-day Daily : 683



TMA LinkedIn Audience

July - September 2024

Follower highlights

285
Total followers

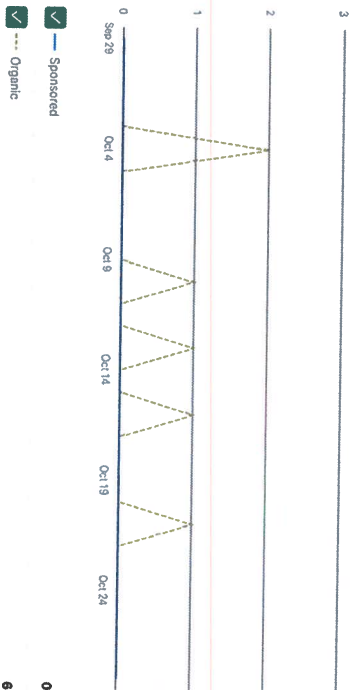
6
New followers in the last 30 days
▲100%

Follower demographics

Location ▾

- Greater Seattle Area · 8 (2.8%)
- Nashville Metropolitan Area · 153 (53.7%)
- Atlanta Metropolitan Area · 5 (1.8%)
- Greater Clarksville Area · 5 (1.8%)
- Denver Metropolitan Area · 5 (1.8%)

Follower metrics



Visitor demographics

Job function ▾

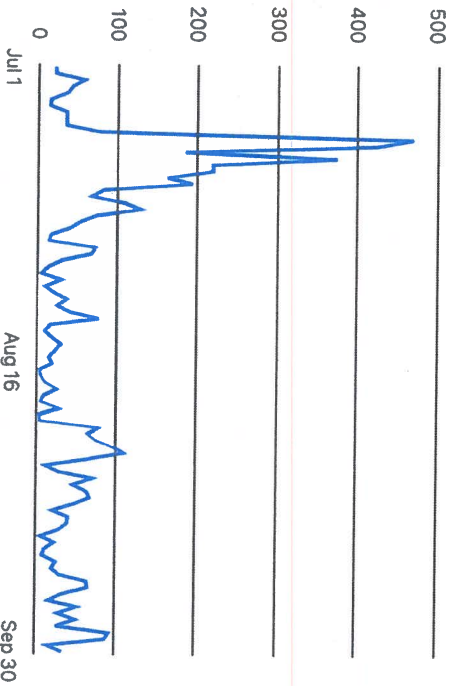
- Sales · 7 (19.4%)
- Business Development · 6 (16.7%)
- Operations · 3 (8.3%)

TMA LinkedIn Analytics

July - September 2024

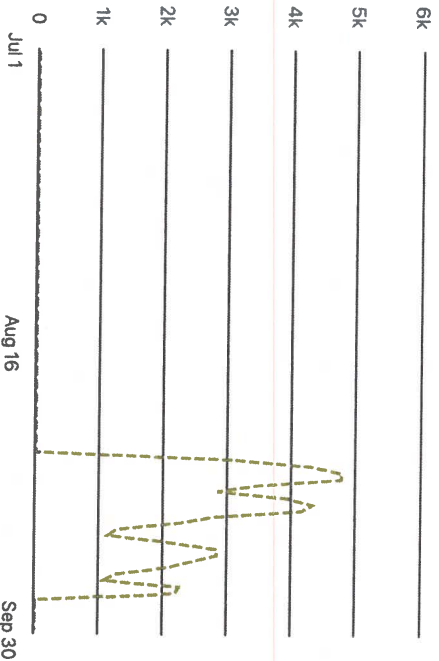
Organic

- Reactions: 458
- Impressions: 5,408



Sponsored

- Impressions: 62,013



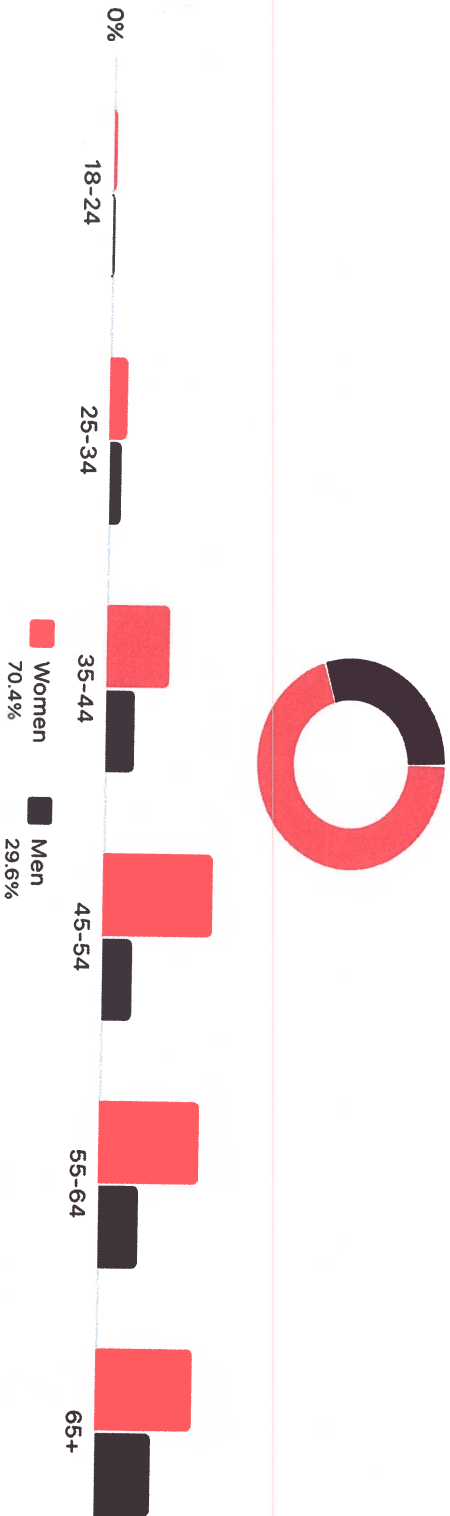
Facebook

Audience Report

Facebook followers ①

916

Age & gender ①



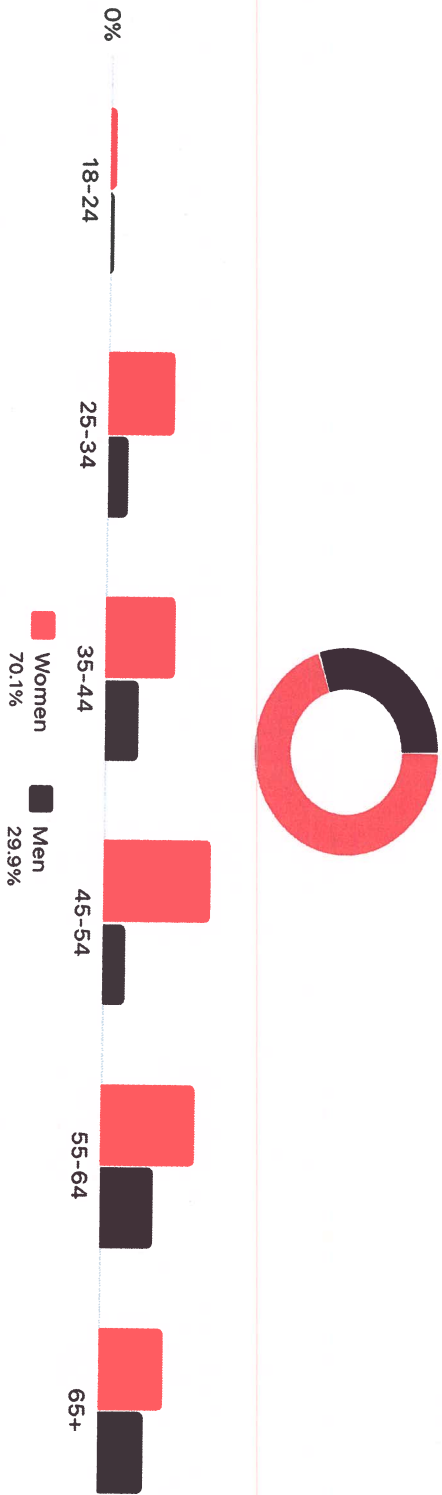
Instagram

Audience Report

Instagram followers ⓘ

303

Age & gender ⓘ





Facebook

July-September 2024

- Posts: 39
- Reach: 1.0K
- Visits: 426

Top Post

189 Reach



The TMA Group and Franklin Transit are proud to support our hispanic residents all year long in partner...

Post · Sep 25th, 11:50am

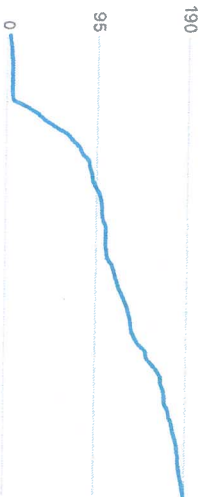
Overview

Reach	189
Impressions	205
Interactions	7
Link clicks	--

Reach

189

↑ 440% vs. median reach of your recent posts





Instagram

July-September 2024

- Posts: 29
- Reach: 2.2K
- Visits: 19

Top Post

1,912

Reel Reach



Tweens & Teens of Franklin -- did you know you can now ride with Franklin Transit for only 50 cents? ...
Post · Jul 9th, 2:50pm

Overview ①

Reach	1,912
Impressions	1,912
Interactions	5

Reach ①
1,912

↑ 11.9K% vs. median reach of your recent posts

Your content is getting more reach than usual.
Consider creating similar content like this to increase your reach.

Create content

The TMA Group
Balance Sheet
September 30, 2024

ASSETS

Current Assets		
Pinnacle Bank - COF Transit	3,176.71	
Receivables - Federal	302,530.00	
Receivables - State	<u>214,326.00</u>	
Total Current Assets		520,032.71
Total Assets		<u>\$ 520,032.71</u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accrued Revenue Due to Transit	<u>520,032.71</u>	
Total Current Liabilities		520,032.71
Total Liabilities & Capital		<u>\$ 520,032.71</u>

The TMA Group
Statement of Activities
Franklin Transit Authority
For the Three Months Ending September 30, 2024

	Month Actual	Month Budget	YTD Actual	YTD Budget	Total Budget
Revenues					
COF Transit Operating	\$ 34,742.90	\$ 66,175.75	\$ 150,803.36	\$ 178,319.35	\$ 837,775.80
Fares	7,703.55	11,083.33	19,620.05	33,249.99	133,000.00
Other Revenues	800.00	883.33	2,400.00	2,749.99	10,700.00
State Funding	102,930.00	63,175.42	213,412.00	170,418.26	680,694.00
Federal Funding	108,088.00	199,287.63	411,591.00	546,804.63	2,048,440.00
Total Revenues	254,264.45	340,605.46	797,826.41	931,542.22	3,710,609.80
Direct Cost of Program					
Salaries & Wages - Admin	23,348.95	34,494.28	66,229.67	91,075.30	360,825.76
Salaries & Wages Transit Operations	24,718.85	33,206.49	74,512.00	87,494.79	347,084.40
Salaries & Wages - Drivers	77,450.59	118,374.67	225,899.49	311,394.77	1,236,390.14
Taxes & Benefits - Transit Admin	3,495.74	6,070.75	10,251.70	15,783.95	63,135.81
Taxes & Benefits - Transit Operations	6,539.38	8,246.71	18,632.69	21,441.45	85,765.91
Taxes & Benefits - Drivers	27,584.17	39,910.40	78,107.16	103,767.08	415,068.18
Uniforms	438.20	583.33	739.02	1,749.99	7,000.00
Marketing and Outreach	0.00	2,458.33	0.00	7,374.99	29,500.00
Professional Services	2,757.54	5,679.17	19,079.41	17,037.51	68,150.00
Transit Building Maintenance	635.00	2,916.67	7,908.28	8,750.01	35,000.00
Transit Maintenance	33,714.95	25,008.33	98,658.34	75,024.99	300,100.00
Transit Center Cleaning	1,900.00	2,166.67	6,250.00	6,500.01	26,000.00
Transit Safety	95.47	416.67	7,638.28	1,250.01	5,000.00
IT Support	3,928.96	3,333.33	11,771.68	9,999.99	40,000.00
Transit Security	156.12	333.33	18,953.78	999.99	4,000.00
Transit Surveillance	296.65	333.33	889.95	999.99	4,000.00
Legal Fees	0.00	0.00	66.50	0.00	0.00
Transit-DAM Compliance	635.00	458.33	1,380.00	1,374.99	5,500.00
Payroll Fees	841.47	804.00	2,538.27	2,090.40	8,361.60
Transit Fuel & Lubricants	13,635.18	17,166.68	48,456.50	51,500.04	206,000.00
Postage and Supplies	1,754.31	83.33	3,739.52	249.99	1,000.00
Utilities	2,506.17	3,000.00	8,399.48	9,000.00	36,000.00
Trolley Insurance	13,649.63	14,666.67	42,396.93	44,000.01	176,000.00
Transit General Liability	1,493.34	1,500.00	4,236.02	4,500.00	18,000.00
Payouts for Insured Liab Damag	0.00	708.33	0.00	2,124.99	8,500.00
Errors & Omissions Liability	973.73	1,125.00	2,921.19	3,375.00	13,500.00
Insurance General Office & D&O	1,222.06	1,508.33	3,648.05	4,524.99	18,100.00
Property Tax	0.00	0.00	0.00	0.00	0.00
Vehicle Licensing & Registrati	0.00	0.00	0.00	0.00	0.00
Dues and Subscriptions	1,686.24	1,666.66	5,614.61	4,999.98	20,000.00
Meetings	0.00	58.34	0.00	175.02	700.00
Travel and Training	300.00	416.67	1,804.13	1,250.01	5,000.00
Equipment - Other	62.46	875.00	298.73	2,625.00	10,500.00
Bank Fees	37.39	287.50	109.33	862.50	3,450.00
Marketing & Advertising	1,761.66	2,229.16	4,865.98	6,687.48	26,750.00
Office Rent	3,909.61	4,034.67	11,690.14	12,104.01	48,416.00
Equipment Lease	372.19	508.33	1,090.62	1,524.99	6,100.00
Tracking Software	653.00	3,750.00	4,002.75	11,250.00	45,000.00
Equipment Usage (Depreciation)	1,710.44	2,226.00	5,046.21	6,678.00	26,712.00
ADA Expenditures	0.00	0.00	0.00	0.00	0.00
Total Direct Cost of Program	254,264.45	340,605.46	797,826.41	931,542.22	3,710,609.80
Net Difference - Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Planning					
Federal Planning	\$ 0.00	\$ 6,666.67	\$ 0.00	\$ 20,000.01	\$ 80,000.00
State Planning	0.00	833.33	0.00	2,499.99	10,000.00
COF Planning Cost Share	0.00	833.33	0.00	2,499.99	10,000.00
Total Planning Revenues	0.00	8,333.33	0.00	24,999.99	100,000.00
Planning Costs					

The TMA Group
Statement of Activities
Franklin Transit Authority
For the Three Months Ending September 30, 2024

	Month Actual	Month Budget	YTD Actual	YTD Budget	Total Budget
Net Difference - Planning	\$ 0.00	\$ 8,333.33	\$ 0.00	24,999.99	100,000.00
Equipment					
Federal Capital Expenditures	\$ 0.00	\$ 27,333.33	\$ 7,312.00	81,999.99	328,000.00
State Capital Expenditures	0.00	3,416.67	914.00	10,250.01	41,000.00
COF Capital Cost Share	0.00	3,416.67	314.32	10,250.01	41,000.00
Sale of Surpl's Asset	0.00	0.00	600.00	0.00	0.00
Total Equipment Revenues	0.00	34,166.67	9,140.32	102,500.01	410,000.00
Equipment Costs					
Equipment - Transit	0.00	0.00	9,140.32	0.00	0.00
Net Difference - Equipment	\$ 0.00	\$ 34,166.67	\$ 0.00	102,500.01	410,000.00



The TMA Group negotiates on behalf of the Franklin Transit Authority and Williamson County vanpool with Nashville MTA and RTA for the distribution of Federal Transit Administration (FTA) Section 5307 grant funding made available to the Nashville-Davidson Urbanized Area (UZA).

Current Federal Transit Administration Grant Balances

Federal Transit Administration Funding Source	Grant Number	Balance (As of 11/15/2024)	Uses
5307	TN-2017-020-00	\$144,435.00	Planning
5307	TN-90-X384-00	\$319,183.00	Security, Vanpool Replacement. Vehicles
5307	TN-90-X352-00	\$280,137.00	Security, Shelters, Vanpool Vehicles
5307	TN-2019-021-00	\$880,431.00	Shelters, PM, Buses, Support Equipment
5307	TN-2020-008-00	\$848,249.00	OA, CCC, PM, Software, Rent, Vanpool Replacement Vehicles
5307 CARES Act	TN-2020-018-00	\$1,020,980.00	OA—Operating Assistance (TODD and WC)
5307	TN-2022-031-00	\$613,981.00	Planning, Security, Rent (WC: Operating Assistance and Planning)
5307	TN-2023-037	\$1,872,551.00	Operating, PM, Security, Vanpool Replacement Buses (WC: Operating Assistance)
5307 American Rescue Plan	TN-2022-027-00	\$155,133.00	Security (WC: Operating Assistance)
5307	TN-2024-031-00	\$1,425,460.00	Microtransit: Operating Assistance and Hardware/Software
5307	TN-2024-024-00	\$2,407,901.00	Operating, Planning, PM, Security, Safety, Support Vehicle (WC: Operating Assistance and Security)

Subrecipient Funding: \$2,838,294 of the above listed federal funds are allocated to the Williamson County vanpool program. Franklin Transit serves as the direct recipient/pass-through entity.

Other Grant Funding (Williamson County/TMA):

CMAQ: Vanpool Post-Pandemic Initiative: Balance as of September 30: \$3,077,477.36

CMAQ: Regional Multimodal and Rideshare Park and Ride: Balance as of September 30: \$970,169.67

Updates:

- State match contracts (10 percent) have been issued by TDOT for TN-2024-031-00 and TN-2024-024-00.
- Milestone Progress Reports and Federal Financial Reports submitted for all FTA grants.
- Work has begun on the FFY2025 5307 application, and it will include Operating Assistance, Preventive Maintenance, Security, Safety, and Rolling Stock.
- The FY2024 National Transit Database (NTD) report was submitted; Franklin Transit is a reduced reporter.

Franklin Transit Authority

CONTRACTOR MONITORING

2 CFR 200.331 Requirement for pass-through entities

All pass-through entities must: (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Requirement	Yes	Meeting Date	Initials	Note
LEGAL: Have there been any legal matters that may affect the Authority or the Federal Transit Administration?				
LEGAL: Are there any instances relating to false claims under the False Claims Act or fraud?				
LEGAL: Has TMA used only non-appropriated funds for any lobbying activities				
FINANCIAL MANAGEMENT: Have there been any changes to financial policies, procedures, or the organizational structure?				
FINANCIAL MANAGEMENT: Has TMA conducted the required Single Audit, submitted the required documentation to the Franklin Transit Authority (FRTA), and resolved any identified issues?	X	12.3.24	CD	Audit has occurred, closeout in process
TECHNICAL CAPACITY – AWARD MGT: Have any milestone progress reports (MPRs) and Federal Financial Reports (FFRs) been submitted to FTA?	X	12.3.24	CD	Quarterly: TN-2024-024-00, TN-2023-037-00, TN-2022-031-00, TN-2020-018-00, TN-2019-021-01 Annual: TN-2022-027-00, TN-2022-008-00, TN-90-X384-00, TN-90-X352-
TECHNICAL CAPACITY – AWARD MGT: Have any grant awards been closed out?				
TECHNICAL CAPACITY – PROGRAM MGT: Has TMA been suspended, debarred, ineligible, or voluntarily excluded from participation in federally assisted transactions?				
TECHNICAL CAPACITY – PROGRAM MGT: Has the annual risk assessment been submitted to TDOT since the last meeting?				
TECHNICAL CAPACITY – PROJECT MGT: Has the TMA Group implemented any new capital or planning project? (Needs board approval)				
TRANSIT ASSET MANAGEMENT: Has the TMA Group submitted the updated TAM plan to Franklin Transit Authority (FRTA) for review and approval?				
TRANSIT ASSET MANAGEMENT: Has the TMA Group shared its annual performance targets with the Board?	X	12.3.24	CD	Happening this meeting
SATISFACTORY CONTINUING CONTROL: Have there been any changes to real property? Has there been or will there be any incidental use of real property?				
SATISFACTORY CONTINUING CONTROL: Are there any additions of FTA-funded equipment? Was any equipment withdrawn from use and disposed of in accordance with 2 CFR 200 and FTA requirements?				
SATISFACTORY CONTINUING CONTROL: Are there any changes to the bus fleet that impacts FTA requirements for spare ratios and contingency fleets?				
MAINTENANCE: Have any changes been made to the maintenance plan or TMA's program for preventive maintenance inspections				
MAINTENANCE: Have there been any major warranty issues?				
PROCUREMENT: Have there been any changes to the procurement policies and procedures?				

Requirement	Yes	Meeting Date	Initials	Note
PROCUREMENT: Have any procurement protests been received or decided?				
PROCUREMENT: Have any revenue contracts or capital leases been awarded?				
DISADVANTAGED BUSINESS ENTERPRISE (DBE): Have there been any changes to the DBE plan, goal, or the person designated as the DBELO?				
DISADVANTAGED BUSINESS ENTERPRISE (DBE): Has the TMA Group submitted the Uniform Report of DBE Awards or Commitments and Payments semi-annually by the required due dates?	X	12.3.24	CD	submitted before Thanksgiving
DISADVANTAGED BUSINESS ENTERPRISE (DBE): Have there been any DBEs terminated/substituted on a project?				
TITLE VI: Have there been any changes to the Title VI program or procedures?				
TITLE VI: Have there been any Title VI complaints or investigations?				
TITLE VI: Are there any proposed changes to fares and/or transit service that need Board review and approval?				
TITLE VI: Are there any upcoming planning activities? How will public participation and minority needs be considered?				
AMERICANS WITH DISABILITIES ACT (ADA): Have there been any ADA-related complaints? How have they been resolved?				
AMERICANS WITH DISABILITIES ACT (ADA): Have there been any changes to facilities or buses that impact access?				
AMERICANS WITH DISABILITIES ACT (ADA): Have there been any changes to ADA complaint procedures and the ADA reasonable modification policy?				
ADA COMPLEMENTARY PARATRANSIT: Have there been any changes to the paratransit eligibility determination process?				
ADA COMPLEMENTARY PARATRANSIT: Have there been any changes to the rider's guide, application form, or the sample notification letter templates?				
DRUG-FREE WORKPLACE ACT: Have there been any changes to the Drug-Free Workplace policy or to the ongoing program?				
DRUG-FREE WORKPLACE ACT: Have there been any personnel action(s) taken regarding drug statute violation(s) that occurred in the workplace?				
DRUG AND ALCOHOL PROGRAM: Have there been any changes to the board-adopted drug and alcohol misuse policy?				
DRUG AND ALCOHOL PROGRAM: Have there been any changes to the list of covered employees placed in safety sensitive positions and supervisors/company officials charged with making reasonable suspicion determinations?				
DRUG AND ALCOHOL PROGRAM: Has there been any training offered to employees since the last board meeting?				
SECTION 5307 PROGRAM: Is there a new/updated written agreement with the Metropolitan Planning Organization (MPO) that determines mutual responsibilities in carrying out the metropolitan transportation planning process?				
SECTION 5307 PROGRAM: Has the proposed budget and proposed projects been shared with the board?				
SECTION 5307 PROGRAM: Have the proposed annual transit security expenditures been shared with the board?				
SECTION 5307 PROGRAM: Have any changes been made to the policy detailing the public comment process on increases in the basic fare structure or implementing a major service reduction ?				

Requirement	Yes	Meeting Date	Initials	Note
SECTION 5307 PROGRAM: Have the annual Certifications and Assurances been signed?				

The information marked above was presented to and reviewed by FRTA board members at the stated meeting.

 Chair, Franklin Transit Authority

 Date

FRANKLIN TRANSIT AUTHORITY
BOARD ACTION ITEM

Item Number: BAI 12-3-24A

Meeting Date: 12-3-24

Item Title: Consideration of Amendment No. 1 to Agreement #2023-0233 for Transit Services Concerning Bus Stop Sign and Signposts, Bus Shelters, Manufacturers' Warranties, and Mapping and GIS Assistance

BACKGROUND

As part of the Franklin Transit Authority's contract with The TMA Group for operation and management of Franklin Transit, Section 4.4 details services provided by the City.

Section 4.4 of the Agreement shall be removed in its entirety and replaced with the following language:

Section 4.4. Services to be Provided by the Contractor

- A. Bus Stops Sign and Signposts: The **CONTRACTOR** will provide and install sufficient bus stop signs and signposts to cover the routes.
- B. Bus Shelters. The **CONTRACTOR** will maintain bus shelters. The **CONTRACTOR** will coordinate the installation of bus shelters as funding is available. The **CONTRACTOR** will seek assistance from the **AUTHORITY** if needed and notify the **AUTHORITY** when shelters are scheduled to be installed.
- C. Manufacturers' Warranties. The **CONTRACTOR** will provide attended manufacturers' warranties on Vehicles identified in Exhibit B (Capital Asset Inventory List).
- D. Mapping and GIS Assistance. The **CONTRACTOR** will provide the **AUTHORITY** with mapping and GIS assistance to carry out route planning. The City of Franklin's GIS Division is available to support the Contractor.

STAFF RECOMMENDATION

Staff recommends that the Franklin Transit Authority approve changes to Contract #2023-0233 Section 4.4 as reflected above.

Approved _____
Board Officer

Date

**AMENDMENT NO. 1 TO AGREEMENT FOR
PURCHASE OF TRANSIT SERVICES**

COF Contract No. 2023-0233

ENTERED INTO by and between the FRANKLIN TRANSIT AUTHORITY (“Authority”), and TRANSPORTATION MANAGEMENT ASSOCIATION GROUP, INC. (“Contractor”) as of this _____ day of _____, 20 ____.

RECITALS:

WHEREAS, the Authority and Contractor entered into an agreement (COF Contract No. 2023-0233) dated June 18, 2024 (the “Agreement”); and

WHEREAS, the purpose of the Agreement was to for the Authority to secure the operation and maintenance of transportation services by the Contractor for the City Of Franklin, Tennessee (the “City”); and

WHEREAS, the parties desire to amend the Agreement to remove and replace Section 4.4 of the Agreement entitled “*Services to be Provided by the CITY*” with the language provided below; and

WHEREAS, the Authority and Contractor desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Agreement is hereby amended and restated as follows:
2. Section 4.4 of the Agreement shall be removed in its entirety and replaced with the following language:

Section 4.4 Services to be Provided by the Contractor

- A. ***Bus Stop Sign and Signposts.*** The **CONTRACTOR** will provide and install sufficient bus stop signs and signposts to cover the routes.
- B. ***Bus Shelters.*** The **CONTRACTOR** will maintain bus shelters. The **CONTRACTOR** will coordinate the installation of bus shelters as funding is available. The **CONTRACTOR** will seek assistance from the **AUTHORITY** if needed and notify the **AUTHORITY** when shelters are scheduled to be installed.
- C. ***Manufacturers’ Warranties.*** The **CONTRACTOR** will provide attended manufacturers’ warranties on Vehicles identified in **Exhibit B (Capital Asset Inventory List)**.
- D. ***Mapping and GIS Assistance.*** The **CONTRACTOR** will provide the **AUTHORITY** with mapping and GIS assistance to carry out route planning. The City of Franklin’s GIS Division is available to support the Contractor.

3. **Waiver.** Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of

a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

10. All other provisions of the Agreement, dated June 18, 2024 are unchanged and remain in full force and effect.

TRANSPORTATION MANAGEMENT ASSOCIATION GROUP, INC:

By: Debbie Henry
Debbie Henry, CEO/President

Date: October 29, 2024

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a Notary Public of said State and County, Williamson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the President/CEO of The TMA Group, and that as such, is authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this 29th day of October, 2024.



Sharmila Patel
Notary Public
My Commission
Expires: 1/9/2028

FRANKLIN TRANSIT AUTHORITY:

By: _____
John C. Schroer, Chair

Date: _____

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a Notary Public of said State and County, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Chair of the Franklin Transit Authority, and that as such, is authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this ____ day of _____, 2024.

Notary Public
My Commission
Expires:

The Transportation Management Association Group

BOARD ACTION ITEM

Item Number: BAI 12-3-24B

Meeting Date: 12-3-24

Item Title: Acknowledgement of Federal Transit Administration Management Transit Asset Management (TAM) Plan Performance Measures Targets

BACKGROUND

The Federal Transit Administration requires public transportation providers to update Transit Asset Management (TAM) plans. The requirement applies to all 5307 funds recipients and subrecipients that own, operate, or manage public transportation capital. TAM plans must include an asset inventory, condition assessments or inventoried assets, and a prioritized list of investments to improve the state of good repair on their capital assets. Performance targets are required to be set for capital assets based on the state of good repair measures; targets must be reported to the National Transit Database (NTD), as well as information related to the condition of the capital assets.

The TMA Group is required to submit a completed and compliant TAM Plan Performance Measure Targets Report in October. This report sets a target that keeps the fleet at maximum performance level.

STAFF RECOMMENDATION

Staff recommends the Board acknowledge and accept the Federal Transit Management Transit Asset Management (TAM) Plan Performance Measures for Franklin Transit.

Approved _____
Board Officer

Date

Transit Asset Management Performance Measure Targets (A-90)

1) Rolling Stock - Percent of revenue vehicles that have met or exceeded their useful life benchmark

Performance Measure	2024 Target (%)	2024 Performance (%)	2024 Difference	2025 Target (%)
AB - Articulated Bus	N/A			N/A
AO - Automobile	N/A			N/A
BR - Over-the-road Bus	N/A			N/A
BU - Bus	100.00	100.00	0.00	100.00
CU - Cutaway	30.00	52.94	-22.94	30.00
DB - Double Decker Bus	N/A			N/A
MV - Minivan	0.00	100.00	-100.00	100.00
OR - Other	N/A			N/A
SB - School Bus	N/A			N/A
SV - Sports Utility Vehicle	N/A			N/A
VN - Van	N/A			N/A

2) Equipment - Percent of service vehicles that have met or exceeded their useful life benchmark

Performance Measure	2024 Target (%)	2024 Performance (%)	2024 Difference	2025 Target (%)
Automobiles	50.00	100.00	-50.00	50.00
Trucks and other Rubber Tire Vehicles	N/A			N/A
Steel Wheel Vehicles	N/A			N/A

3) Facility - Percent of facilities rated below 3 on the condition scale

Performance Measure	2024 Target (%)	2024 Performance (%)	2024 Difference	2025 Target (%)
Passenger / Parking Facilities	0.00	0.00	0.00	0.00
Administrative / Maintenance Facilities	0.00	0.00	0.00	0.00

The Transportation Management Association Group

BOARD ACTION ITEM

Item Number: BAI 12-3-24C

Meeting Date: 12-3-24

Item Title: Acknowledgement of TDOT-Franklin Transit Authority UTAP Contract 2025 for Staff Training Assistance

BACKGROUND

With this contract TDOT has made available through the Technical Assistance Program (UTAP) to the Franklin Transit Authority funds to access training, technical assistance, and professional development, as well as strategic consulting services to advance the Franklin Transit Authority's public transportation goals.


The contract amount is \$12,000.00. The contract effective period begins January 1, 2025 and ends on December 31, 2025.

STAFF RECOMMENDATION

Staff recommends the Board acknowledge and accept TDOT-Franklin Transit UTAP Contract 2025 for Staff Training Assistance.

Approved _____
Board Officer

Date

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 1/1/2025		End Date 12/31/2026		Agency Tracking # 40100-51389	
Edison ID 85197					
Grantee Legal Entity Name Franklin Transit Authority				Edison Vendor ID 68432	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end June 30			
Service Caption (one line only) SFY 2025 Urban Technical Assistance Program (UTAP) - Training Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$12,000.00				\$12,000.00
TOTAL:	\$12,000.00				\$12,000.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		State only funds awarded by formula using urban area population for urban area operating assistance.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG GG-25-85197	
 <small>TDOT Financial Contracts Sig (Oct 31, 2024 16:33 CDT)</small>					
Speed Chart (optional)		Account Code (optional) 71304000			

Address # 1

TX00354861 - UTAPS1H - \$12,000.00 - State Technical Assistance

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
FRANKLIN TRANSIT AUTHORITY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Franklin Transit Authority, hereinafter referred to as the "Grantee," is for the provision of urban technical assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 68432

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize Urban Technical Assistance Program (UTAP) funds to access training, technical assistance, and professional development for public transportation staff, as well as strategic consulting services to advance the Grantee's public transportation goals.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2025 ("Effective Date") and ending on December 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twelve Thousand Dollars and No Cents (\$12,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
505 Deaderick Street – James K. Polk Building, Suite1200
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a

previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal

agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable

to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Transit Grants Financial Analyst
 Office of Grants Administration
 Public Transportation Section
 Division of Passenger Transportation, Rail & Freight
 James K. Polk Building, Suite 1200
 505 Deaderick Street
 Nashville, Tennessee 37243
Brenden.henderson@tn.gov
 Phone: (615) 253-4942
 Fax: (615) 253-1482

The Grantee:

Sharmilla Patel, Grants and Procurement Manager
 Franklin Transit Authority / TMA Group
 708 Columbia Avenue
 Franklin, Tennessee 37064
spatel@tmagroup.org
 Phone: (615) 628-0270
 Fax: (615) 628-0266

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII

only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.10. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission’s Title VI Compliance Office, by completing all of the following items:
 - a. Provide name and contact information of Grantee’s Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at [Title VI Program \(tn.gov\)](https://www.tn.gov).

IN WITNESS WHEREOF,

FRANKLIN TRANSIT AUTHORITY:

Debbie Henry
Debbie Henry (Oct 29, 2024 09:07 CDT)

Oct 29, 2024

**DEBBIE HENRY, PRESIDENT / CEO, FRANKLIN TRANSIT
AUTHORITY / TMA GROUP**

DATE

DEPARTMENT OF TRANSPORTATION:



Nov 13, 2024

HOWARD H. ELEY, COMMISSIONER

DATE



Leslie South (Nov 1, 2024 16:04 CDT)

Nov 1, 2024

**LESLIE SOUTH, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
43.5x.xx - Rural Technical Assistance Program					
43.U0.S1 - Urban Technical Assistance Program	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00
62.0x.xx - Project Administration					
64.8x.xx - Appalachian					
GRAND TOTAL	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OTHER	State	Federal	Grant Contract	Grantee	Total Project
43.U0.S1 - Urban Technical Assistance Program	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00
TOTAL	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00

City of Franklin, Tennessee Competitive Sealed Proposal

Purchasing Office Solicitation No.: 2025-012

1. Solicitation identified: This Competitive Sealed Proposal applies to the following procurement solicitation:

Facilitation and Preparation of a Transit Master Plan for the Franklin Transit Authority

Purchasing Office Solicitation No.: 2025-012

2. Notice to Proposers publication date: **December 5, 2024**
3. Competitive Sealed Proposal release date: **December 5, 2024**
4. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **January 10, 2025, 2:00 p.m. Central Time**
5. Final Addendum released **January 16, 2025**
6. Proposal submittal deadline: **January 23, 2025, 2:00 p.m. Central Time**
7. Tentative date for discussions with one or more finalists, if such discussions are to be conducted: **February 28, 2025**
8. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **2nd Week of March 2025**
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which the procurement is tentatively scheduled to be awarded to the responsible proposer that submits the responsive proposal that best meets the needs of the City: **April 2025**

Date of Solicitation Release: December 5, 2024

Page 1 of 1