



# City of Franklin

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

## Meeting Agenda

### Franklin Transit Authority

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Tuesday, February 4, 2025

4:00 PM

Eastern Flank Event Facility

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#### MEETING LOCATION

Eastern Flank Event Facility  
1368 Eastern Flank Circle

#### CALL TO ORDER

**CITIZEN COMMENTS** (This portion of the agenda is for members of the public to directly address the Authority on any items not on the agenda and within the jurisdiction of the Authority. Comments are limited to three minutes per speaker. The Authority will hear all communication but will not take any action on items that are not on the Agenda.)

#### APPROVAL OF MINUTES

1. Consideration Of Approval Of The December 3, 2024, FTA Minutes

#### OLD BUSINESS

2. Year-To-Date Financial Statement And Summary
3. Transit Report And VanStar Report
4. Grant Report
5. Contractor Monitor Report

#### NEW BUSINESS

6. Acknowledgement Of TDOT - Franklin Transit Authority Contract 5307 Urbanized Area Program - Planning Assistance
7. Consideration Of FY 2025-2026 Franklin Transit Authority Budget
8. Update On RFP For Transit Master Plan
9. Update On Transit Shelter Relocation On Square

10. Authorization of Legal Documentation in TrAMS - Opinion of Counsel and Authorizing Resolution

Sponsors:

**OTHER BUSINESS**

11. Report Of TMA President And CEO
12. 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, December 3, 2024; 4:00 P.M.**

The Franklin Transit Authority met on Tuesday, December 3, 2024, at 4:00 P.M., in the Development Services Conference Room of the City of Franklin, TN.

**Members Present**

Patrick Baggett	Kelly Bair, The TMA Group	Vernon Gerth, City of Franklin
Chuck Barber	Stanton Higgs, The TMA Group	Paul Holzen, City of Franklin
Scotty Bernick	Sharmila Patel, The TMA Group	Shauna Billingsley, City of Franklin
Eric McElroy	Christiana Dunn, City of Franklin	Franklin
Doris McMillan	Abby McCurry, City of Franklin	Emily Hunter, City of Franklin
John Schroer	Adam Moser, City of Franklin	

**CALL TO ORDER**

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

**ROLL CALL/CONFIRM QUORUM**

Chairman Schroer confirmed a quorum was present.

**CITIZEN COMMENTS**

Two members of the public attended, Ned Dannenburg of WalkBike Franklin and Christopher Deile. Mr. Deile shared information about the federal wildlife crossings pilot program. Discussion followed about the value in parts of the country where things had been implemented. Chairman Schroer thanked Mr. Diele for coming and pointed out that most bridges and overpasses were overseen by TDOT.

**APPROVAL OF MINUTES**

There were no questions or corrections made regarding the October 1, 2024, Authority minutes. Mr. Chuck Barber made a motion for approval of the FTA minutes. Mr. Scotty Bernick seconded the motion, and the Authority voted unanimously to approve.

**OLD BUSINESS**

**Transit Report and VanStar Report**

Mr. Stanton Higgs shared the vanpool and transit reports. Two new vanpools have been started, one for Veterans Health Administration, and the other for the Tennessee National Guard. He also emphasized the key numbers from the quarterly report, which details the specific benefits of vanpooling.

The meeting packet also included additional information about the transit numbers, which shows an increase in passenger trips in August and September of this year compared to the same period in the previous year (2023). This increase applies to both the fixed routes and TODD (Transit on-

Demand). In regard to special events numbers, Chairman Schroer asked about the situation at Pilgrimage, which impacted the evening shuttle service. Mr. Vernon Gerth indicated that he had followed up with staff and it had been a communication issue. He assured the group it had been resolved. Ms. Doris McMillan emphasized the importance of communication to ensure successful outcomes.

Chairman Schroer noticed that the numbers for TODD had doubled and asked about the causes. Mr. Higgs explained that capacity had been increased to meet the demand. He explained to the group about the ongoing partnership with local schools, particularly at Franklin High and Centennial. The Chairman requested that additional information be sent out to the group, specifically the number of passengers per trip for TODD in September and October.

### **Year-to-Date Financial Statement and Summary**

Dr. Kelly Bair shared the FY25 financial report for September—The TMA Group was under budget for the month again. She also pointed out increased expenditures for different areas including transit security and safety. These were for AEDs and the camera project at the fleet facility—both of these projects were shared with the board last year.

### **Grants 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); this included the completions of FFR's and MPRs, two new state match contracts through TDOT, and Franklin Transit's submission of the annual NTD report.

### **Contract Monitor Report**

Ms. Christiana Dunn reviewed the relevant items from the contractor monitoring report including The TMA Group having its audit in October; submission of reports for FTA grants; annual performance targets for transit asset management, and submission of the semi-annual DBE report.

## **NEW BUSINESS**

### **Consideration of Amendment No. 1 to Agreement #2023-0233**

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. After a meeting between TMA staff and City staff, it was agreed that some items should be clarified.

The proposed amendment indicates that Section 4.4 of the agreement shall be removed in its entirety and replaced with clearer language. A copy of the amendment was in the meeting packet.

Mr. Eric McElroy made a motion to approve changes to the transit contract, Mr. Barber seconded the motion, and it passed unanimously.

### **Acknowledgement of Federal Transit Administration TAM Plan Report**

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. Mr. Higgs explained the percentages

shared with the Authority members.

Mr. Bernick made a motion to accept the performance measures for Franklin Transit, Ms. McMillan seconded the motion, and it passed unanimously.

### **Acknowledgement of TDOT-Franklin Transit UTAP Contract 2025 for Staff Training Assistance**

TDOT's Urban Transit Assistance Program (UTAP) program has been revived. Eligible recipients include small urban providers not already receiving RTAP funds, i.e. Franklin Transit. The contract funds training, technical assistance, travel to conferences/trainings, etc.

Mr. Patrick Baggett made a motion to acknowledge and accept the TDOT-Franklin Transit UTAP contract. Mr. Barber seconded the motion, and the motion passed unanimously.

### **Update on RFQ for Franklin Transit**

Mr. Gerth indicated that the City has finalized the RFP for a transit master plan and shared the proposed timeline. The solicitation would be posted on the 5<sup>th</sup>. Two members of the City staff—one from Planning and one from Traffic Engineering—would serve as reviewers on behalf of the City. The Authority members will also review and score the proposals.

He asked that names or recommendations of potential proposers should be sent to him.

Mr. Baggett explained his desire that the interview be weighted appropriately and explained his rationale.

Based on the proposed timeline, interviews would occur at the end of February with the award occurring in April.

### **OTHER BUSINESS**

Mr. Gerth mentioned that the Multimodal Transportation Coordinator position would be posted soon. Ms. Abby McCurry let the board members know that iPads were available to be used if they wanted to move toward a paperless system. She also mentioned that future meetings starting in the new year would be held at Eastern Flank.

### **Report of President and CEO/ Chairman's Report**

Ms. Henry was ill and unable to attend. The Chairman did not have an additional report to share.

### **ADJOURN**

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

The next regularly scheduled meeting will be Tuesday, February 4th at 4:00 PM in the Eastern Flank Event Facility.

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John Schroer, Chairman

The TMA Group  
Statement of Activities  
Franklin Transit Authority  
For the Six Months Ending December 31, 2024

	Month Actual	Month Budget	YTD Actual	YTD Budget	Total Budget
<b>Revenues</b>					
COF Transit Operating	\$ 58,361.49	\$ 56,214.59	\$ 372,472.88	\$ 390,201.77	837,775.80
Fares	13,027.05	11,083.33	48,067.10	66,516.59	133,000.00
Other Revenues	800.00	883.33	4,800.00	5,399.98	10,700.00
State Funding	51,979.00	54,052.00	330,508.00	358,208.00	680,694.00
Federal Funding	142,007.00	185,555.00	968,378.00	1,084,045.00	2,048,440.00
<b>Total Revenues</b>	<b>266,174.54</b>	<b>307,788.25</b>	<b>1,724,225.98</b>	<b>1,904,371.34</b>	<b>3,710,609.80</b>
<b>Direct Cost of Program</b>					
Salaries & Wages - Admin	21,593.50	27,535.11	147,444.45	158,464.15	305,825.76
Salaries & Wages Transit Operations	28,704.87	29,570.67	174,382.43	185,454.00	347,084.40
Salaries & Wages - Drivers	92,106.00	106,002.48	562,090.53	666,231.64	1,291,390.14
Taxes & Benefits - Transit Admin	3,331.57	4,824.79	22,528.40	30,466.91	58,725.73
Taxes & Benefits - Transit Operations	6,462.04	6,816.18	39,967.93	44,918.58	85,732.05
Taxes & Benefits - Drivers	26,001.75	32,897.66	166,005.63	217,505.50	419,512.12
Uniforms	57.90	583.33	796.92	3,499.98	7,000.00
Marketing and Outreach	0.00	2,458.33	0.00	14,749.98	29,500.00
Professional Services	6,657.10	5,679.17	37,690.60	34,075.02	68,150.00
Transit Building Maintenance	3,528.10	2,916.67	16,143.88	17,500.02	35,000.00
Transit Maintenance	23,337.81	25,008.33	176,510.65	150,049.98	300,100.00
Transit Center Cleaning	1,300.00	2,166.67	11,500.00	13,000.02	26,000.00
Transit Safety	0.00	416.67	10,470.78	2,500.02	5,000.00
IT Support	3,565.16	3,333.33	22,416.93	19,999.98	40,000.00
Software Licensing Expenses	653.00	3,750.00	6,036.75	22,500.00	45,000.00
Transit Security	0.00	333.33	35,611.78	1,999.98	4,000.00
Transit Surveillance	296.65	333.33	1,779.90	1,999.98	4,000.00
Legal Fees	0.00	0.00	66.50	0.00	0.00
Transit-DAM Compliance	150.00	458.33	1,830.00	2,749.98	5,500.00
Payroll Fees	872.23	643.20	5,158.60	4,341.60	8,361.60
Transit Fuel & Lubricants	12,043.73	17,166.68	89,143.67	103,000.08	206,000.00
Postage and Supplies	2,636.60	83.33	8,027.36	499.98	1,000.00
Utilities	3,358.39	3,000.00	18,258.53	18,000.00	36,000.00
Trolley Insurance	13,649.63	14,666.67	83,345.82	88,000.02	176,000.00
Transit General Liability	1,371.34	1,500.00	8,350.04	9,000.00	18,000.00
Payouts for Insured Liab Damag	0.00	708.33	0.00	4,249.98	8,500.00
Errors & Omissions Liability	973.73	1,125.00	5,842.38	6,750.00	13,500.00
Insurance General Office & D&O	1,157.95	1,508.33	7,276.21	9,049.98	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	3,346.38	1,666.66	13,118.71	9,999.96	20,000.00
Meetings	0.00	58.34	0.00	350.04	700.00
Travel and Training	228.90	416.67	3,818.82	2,500.02	5,000.00
Equipment - Other	57.99	875.00	480.66	5,250.00	10,500.00
Bank Fees	47.06	287.50	213.17	1,725.00	3,450.00
Marketing & Advertising	2,825.00	2,229.16	12,266.06	13,374.96	26,750.00
Office Rent	3,869.59	4,034.67	23,370.31	24,208.02	48,416.00
Equipment Lease	345.35	508.33	2,174.56	3,049.98	6,100.00
Equipment Usage (Depreciation)	1,645.22	2,226.00	10,107.02	13,356.00	26,712.00
ADA Expenditures	0.00	0.00	0.00	0.00	0.00
<b>Total Direct Cost of Program</b>	<b>266,174.54</b>	<b>307,788.25</b>	<b>1,724,225.98</b>	<b>1,904,371.34</b>	<b>3,710,609.80</b>
<b>Net Difference - Operations</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

The TMA Group  
Statement of Activities  
Franklin Transit Authority  
For the Six Months Ending December 31, 2024

	Month Actual	Month Budget	YTD Actual	YTD Budget	Total Budget
<b>Planning</b>					
Federal Planning	\$ 0.00	\$ 6,666.67	\$ 7,080.00	40,000.02	80,000.00
State Planning	0.00	833.33	885.00	4,999.98	10,000.00
COF Planning Cost Share	0.00	833.33	885.00	4,999.98	10,000.00
<b>Total Planning Revenues</b>	<b>0.00</b>	<b>8,333.33</b>	<b>8,850.00</b>	<b>49,999.98</b>	<b>100,000.00</b>
<b>Planning Costs</b>					
Planning/Transit	0.00	8,333.33	8,850.00	49,999.98	100,000.00
<b>Net Difference - Planning</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Equipment</b>					
Federal Capital Expenditures	\$ 0.00	\$ 27,333.33	\$ 7,312.00	163,999.98	328,000.00
State Capital Expenditures	0.00	3,416.67	914.00	20,500.02	41,000.00
COF Capital Cost Share	0.00	3,416.67	314.32	20,500.02	41,000.00
Sale of Surpl's Asset	0.00	0.00	600.00	0.00	0.00
<b>Total Equipment Revenues</b>	<b>0.00</b>	<b>34,166.67</b>	<b>9,140.32</b>	<b>205,000.02</b>	<b>410,000.00</b>
<b>Equipment Costs</b>					
Equipment - Transit	0.00	34,166.67	9,140.32	205,000.02	410,000.00
<b>Net Difference - Equipment</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>	<b>0.00</b>

The TMA Group  
Statement of Financial Position  
December 31, 2024

ASSETS

Current Assets		
Pinnacle Bank - COF Transit	107,918.49	
Receivables - Federal	373,973.00	
Receivables - State	<u>220,456.00</u>	
Total Current Assets		702,347.49
Total Assets		<u>\$ 702,347.49</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Accrued Revenue Due to Transit	<u>702,347.49</u>	
Total Current Liabilities		702,347.49
Total Liabilities & Net Assets		<u>\$ 702,347.49</u>

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## Franklin Transit Report

- Full Coverage of Driver Shifts
- 2 New Transit 12+2 have arrived.
- This totals 11 vehicles that can be in revenue service within the guidelines of FTA useful life.
- Passenger Trips Continue to show improvement year to year.
- Demand Response (TODD) Vehicle Pickups Per Hour Presentation
- Request For Pursuit of Upgrade on Fixed Route Tracking and Data Collection Software.

## Passenger Fiscal Year to Date 2023- 2024 vs 2024-2025



2023-2024

July through December 45,851 passenger trips

2024-2025

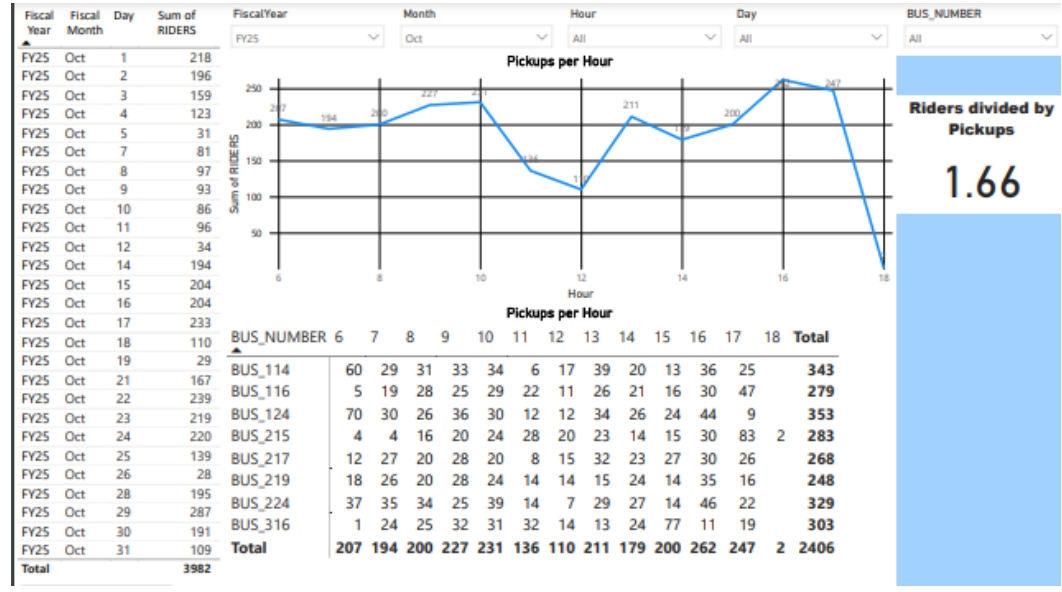
July through December 53,306 passenger trips

13.6% Increase

# Demand Response Monthly Summary Pickups Per Hour (Not Passengers Per Hour)

## Sample for Board Report

October



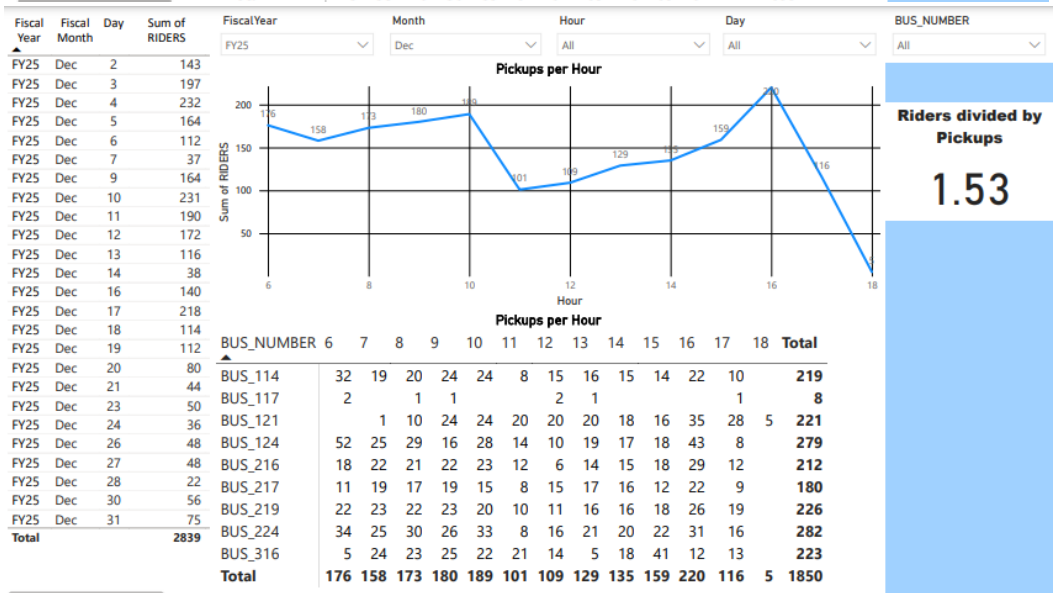
Riders divided by Pickups  
**1.66**

November



Riders divided by Pickups  
**1.56**

December

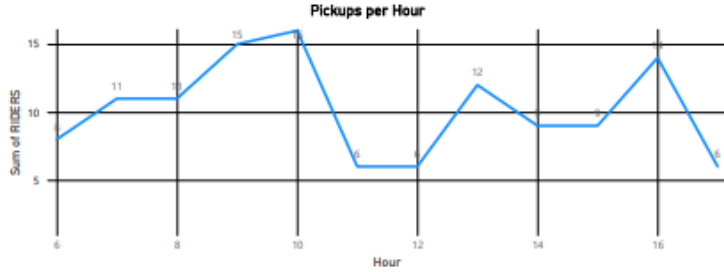


Riders divided by Pickups  
**1.53**

# Demand Response Daily Pickups Per Hour (Not Passenger per hour)

## Sample for Board Report

Fiscal Year: FY25 | Fiscal Month: Oct | Day: 29 | Sum of RIDERS: 287  
 FiscalYear: FY25 | Month: Oct | Hour: All | Day: 29 | BUS\_NUMBER: All



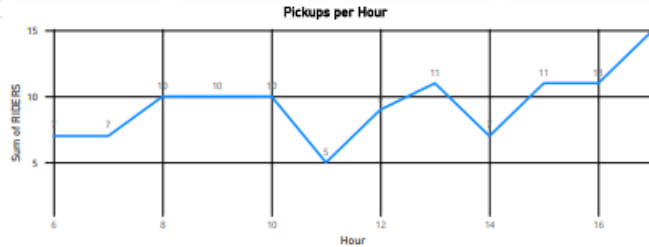
Riders divided by Pickups

2.33

October

BUS_NUMBER	6	7	8	9	10	11	12	13	14	15	16	17	Total
BUS_114	2	2	1	1	1		1	3	1	1	2		15
BUS_116		1	1	2	1	2	1	1	2	1	1	1	14
BUS_124	3	1		1	2		2		1	1	1		12
BUS_215	2	2	3	2	2	1		1	1	1	2		17
BUS_217		2	2	2	2	1		2			2	2	15
BUS_219			3	1		1	1	1	1	2	1		11
BUS_224	1	2	2	1	2			2	2		2	1	15
BUS_316	1	2	3	5	2	1	2	1	4	2	1		24
<b>Total</b>	<b>8</b>	<b>11</b>	<b>11</b>	<b>15</b>	<b>16</b>	<b>6</b>	<b>6</b>	<b>12</b>	<b>9</b>	<b>9</b>	<b>14</b>	<b>6</b>	<b>123</b>

Fiscal Year: FY25 | Fiscal Month: Nov | Day: 12 | Sum of RIDERS: 247  
 FiscalYear: FY25 | Month: Nov | Hour: All | Day: 12 | BUS\_NUMBER: All



Riders divided by Pickups

2.19

November

BUS_NUMBER	6	7	8	9	10	11	12	13	14	15	16	17	Total
BUS_114	2	1	2	2	1			4	1	1	2		16
BUS_116		1	2	1	1	2	1		1	2	2	2	15
BUS_124	3	1	1	1	2		1	2	1	1	2		15
BUS_215				1		1	2	1	1			10	16
BUS_217		1	1	2		1	2	2		1	2		12
BUS_219	1	1		1	2		1	1	1	1	1	1	11
BUS_224	1	1	2	1	2		1	1	2		2	1	14
BUS_316	1	2	1	2	1	1				5		1	14
<b>Total</b>	<b>7</b>	<b>7</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>5</b>	<b>9</b>	<b>11</b>	<b>7</b>	<b>11</b>	<b>11</b>	<b>15</b>	<b>113</b>

Fiscal Year: FY25 | Fiscal Month: Dec | Day: 4 | Sum of RIDERS: 232  
 FiscalYear: FY25 | Month: Dec | Hour: All | Day: 4 | BUS\_NUMBER: All



Riders divided by Pickups

2.37

December

BUS_NUMBER	6	7	8	9	10	11	12	13	14	15	16	17	18	Total
BUS_114	1	1	1	2	1		1	2	1	1	1	1		13
BUS_121			1	1	1	1	1		1	1	4	5		15
BUS_124	3	1	1	1	1	1	1		1	1	2			13
BUS_216	1	1	1	1	3			2	1		1			11
BUS_217	1	2	1	1	1		1	2	1	1	1	1		13
BUS_219	1	1	1	1	2	1		1	1	1			1	11
BUS_224	2	1	1	1	2		1		1		1	1		11
BUS_316		1	1	1	2	1	1		2	1	1			11
<b>Total</b>	<b>9</b>	<b>7</b>	<b>7</b>	<b>9</b>	<b>12</b>	<b>5</b>	<b>6</b>	<b>9</b>	<b>6</b>	<b>5</b>	<b>7</b>	<b>11</b>	<b>5</b>	<b>98</b>

From July 2024 To December 2024

1/21/2025 7:47 PM

Time Service Ends	6:01 PM	4:35 PM	10:30 AM	
<b>Services Supplied</b>				
Total Monthly Ridership VRH	10269.00			
Total Monthly Ridership VRM	401781.00			
<b>Services Consumed</b>				
Total Ridership Unlinked Passenger Trips (UPT)	38098			
<b>Service Operated (Days)</b>				
Field	<b>Average Weekday</b>	<b>Average Saturday</b>	<b>Average Sunday</b>	<b>Annual Total *</b>
Vehicles In Operation	35	1	1	
Total Actual Vehicle Miles	3043.88	75.13	225.74	409615.00
Total Actual Vehicle Revenue Miles	2999.40	72.52	152.85	401781.00
Total Actual Vehicle Hours	78.59	1.66	6.34	10582.30
Total Actual Vehicle Revenue Hours	76.81	1.56	3.43	10269.00
<b>Service Operated (Days)</b>				
Field	<b>Total Weekday</b>	<b>Total Saturday</b>	<b>Total Sunday</b>	<b>Annual Total *</b>
Days Operated	44	132	24	172

Revenue Vehicles	44	132	24	172	4.7% increase over last year
Unlinked Passenger Trips	38,098				10% decrease over last year
Vehicle Miles Reduced	1,615,246				
Reduced Cost for Participants	\$952,405.00				
Reduced Pollutants	1,310,003 Libs				





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 1/21/2024)	Uses
5307	TN-2017-020-00	\$137,355.00	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	\$878,913.00	Shelters, Partial Bus, Support Equipment
5307	TN-2020-008-00	\$649,663.00	Security, Operating, Vanpool Vehicles
5307 CARES Act	TN-2020-018-00	\$828,071.00	OA—Operating Assistance (TODD and WC)
5307	TN-2022-031-00	\$611,298.00	Planning, Security, Rent (WC: Operating Assistance and Planning)
5307	TN-2023-037	\$1,872,551.00	Operating, Security, Replacement Buses (WC: Operating Assistance)
5307 American Rescue Plan	TN-2022-027-00	\$70,516.00	Security (WC: Operating Assistance)
5307	TN-2024-031-00	\$1,425,460.00	Microtransit: Operating Assistance and Hardware/Software
5307	TN-2024-024-00	\$2,410,423.00	Operating, Planning, PM, Security, Safety, Support Vehicle (WC: Operating Assistance and Security)

**Subrecipient Funding:** \$2,757,721 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 December 31: \$3,035,163.63

CMAQ: Regional Multimodal and Rideshare Park and Ride: Balance as of December 31: \$839,912.39

**Updates:**

- An updated state match contract (10 percent) has been issued by TDOT for TN-2017-20. See BAI.
- Milestone Progress Reports and Federal Financial Reports are due by Jan 30 for the following grants: TN-2024-024-00, TN-2023-037-00; TN-2022-031-00; TN-2020-018-00; and TN-2019-021-01.
- The proposed funding amounts for the FFY2025 5307 application are listed on the next page. Modifications and revisions will occur throughout the spring. Certifications and Assurances are not yet available.
- Anticipated Application Activity (AAA) spreadsheets are due to Federal Transit by February 14.

	Total	FTA	State	Local	Federal Share	Local Share
<b>6417-2025-1-P3</b>						
Preventive Maintenance FY21	\$ 921,721	\$ 737,377	no match	\$ 184,344	80%	20%
<b>6417-2025-1-P1</b>						
Preventive Maintenance	\$ 118,881	\$ 95,105	no match	\$ 23,776	80%	20%
Op. Assist. Franklin Transit	\$ 2,031,016	\$ 1,015,508	no match	\$ 1,015,508	FY23 Table 3A	50%
Fleet Facility Lease	\$ 87,500	\$ 70,000	\$ 8,750	\$ 8,750		80%
Security	\$ 62,500	\$ 50,000	\$ 6,250	\$ 6,250		80%
Safety	\$ 12,500	\$ 10,000	\$ 1,250	\$ 1,250		80%
Chargers, Equipment, Installation	\$ 2,011,734	\$ 1,609,387	\$ 201,173	\$ 201,174	To support ZE Plan	80%
Rolling Stock (Replacement)	\$ 1,250,000	\$ 1,000,000	\$ 125,000	\$ 125,000	BEB Cutaways (\$250,000/unit)and appropriate equipment	80%
Rolling Stock (Replacement)	\$ 1,250,000	\$ 1,000,000	\$ 125,000	\$ 125,000	5 buses@ \$150,000 each	80%
Short Range Transit Planning	\$ 125,000	\$ 100,000	\$ 12,500	\$ 12,500		80%
<b>6417-2025-1-P2</b>						
Op. Assist. Williamson Co.	\$ 1,128,404	\$ 564,202	no match	\$ 564,202	Match comes from vanpool fares	50%
Security	\$ 45,000	\$ 36,000	\$ 4,500	\$ 4,500	Vehicle Tracking/Cameras	80%
<b>6417-2025-1-P4</b>						
Rolling Stock (Replacement)	\$ 1,228,925	\$ 983,140	\$ 122,892	\$ 122,893	\$50,000/van; Match comes from vanpool	80%
<b>Total</b>	<b>\$ 10,273,181</b>	<b>\$ 7,270,719</b>	<b>\$ 607,315</b>	<b>\$ 2,395,147</b>		

\$ 737,377	FY21 Franklin Transit	Total Franklin Transit	\$ 5,687,377
\$ 2,500,000	FY22 Franklin Transit		
\$ 2,450,000	FY23 Franklin Transit		
\$ 517,640	FY20 Williamson County	Total Williamson County	\$ 1,583,342
\$ 465,500	FY21 Williamson County		
\$ 600,202	FY22 Williamson County		
<b>\$ 7,270,719</b>	<b>Total 5307 Dollars</b>		

# 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
<b>LEGAL:</b> Have there been any legal matters that may affect the Authority or the Federal Transit Administration?				
<b>LEGAL:</b> Are there any instances relating to false claims under the False Claims Act or fraud?				
<b>LEGAL:</b> Has TMA used only non-appropriated funds for any lobbying activities				
<b>FINANCIAL MANAGEMENT:</b> Have there been any changes to financial policies, procedures, or the organizational structure?				
<b>FINANCIAL MANAGEMENT:</b> Has TMA conducted the required Single Audit, submitted the required documentation to the Franklin Transit Authority (FRTA), and resolved any identified issues?	x	2/4/2025	CD	no findings
<b>TECHNICAL CAPACITY – AWARD MGT:</b> Have any milestone progress reports (MPRs) and Federal Financial Reports (FFRs) been submitted to FTA?				
<b>TECHNICAL CAPACITY – AWARD MGT:</b> Have any grant awards been closed out?				
<b>TECHNICAL CAPACITY – PROGRAM MGT:</b> Has TMA been suspended, debarred, ineligible, or voluntarily excluded from participation in federally assisted transactions?				
<b>TECHNICAL CAPACITY – PROGRAM MGT:</b> Has the annual risk assessment been submitted to TDOT since the last meeting?				
<b>TECHNICAL CAPACITY – PROJECT MGT:</b> Has the TMA Group implemented any new capital or planning project? (Needs board approval)				
<b>TRANSIT ASSET MANAGEMENT:</b> Has the TMA Group submitted the updated TAM plan to Franklin Transit Authority (FRTA) for review and approval?				
<b>TRANSIT ASSET MANAGEMENT:</b> Has the TMA Group shared its annual performance targets with the Board?				
<b>SATISFACTORY CONTINUING CONTROL:</b> Have there been any changes to real property? Has there been or will there be any incidental use of real property?	x	2/4/2025	CD	two buses ordered and delivered; 2 buses will be sent to action but no impact to fleet ratio
<b>SATISFACTORY CONTINUING CONTROL:</b> 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?				
<b>SATISFACTORY CONTINUING CONTROL:</b> Are there any changes to the bus fleet that impacts FTA requirements for spare ratios and contingency fleets?				
<b>MAINTENANCE:</b> Have any changes been made to the maintenance plan or TMA's program for preventive maintenance inspections				
<b>MAINTENANCE:</b> Have there been any major warranty issues?				
<b>PROCUREMENT:</b> Have there been any changes to the procurement policies and procedures?				
<b>PROCUREMENT:</b> Have any procurement protests been received or decided?				

Requirement	Yes	Meeting Date	Initials	Note
<b>PROCUREMENT:</b> Have any revenue contracts or capital leases been awarded?	X	2/4/2025	CD	5307 Urban Area Program Planning Assistance
<b>DISADVANTAGED BUSINESS ENTERPRISE (DBE):</b> Have there been any changes to the DBE plan, goal, or the person designated as the DBELO?				
<b>DISADVANTAGED BUSINESS ENTERPRISE (DBE):</b> Has the TMA Group submitted the Uniform Report of DBE Awards or Commitments and Payments semi-annually by the required due dates?				
<b>DISADVANTAGED BUSINESS ENTERPRISE (DBE):</b> Have there been any DBEs terminated/substituted on a project?				
<b>TITLE VI:</b> Have there been any changes to the Title VI program or procedures?				
<b>TITLE VI:</b> Have there been any Title VI complaints or investigations?				
<b>TITLE VI:</b> Are there any proposed changes to fares and/or transit service that need Board review and approval?				
<b>TITLE VI:</b> Are there any upcoming planning activities? How will public participation and minority needs be considered?				
<b>AMERICANS WITH DISABILITIES ACT (ADA):</b> Have there been any ADA-related complaints? How have they been resolved?				
<b>AMERICANS WITH DISABILITIES ACT (ADA):</b> Have there been any changes to facilities or buses that impact access?				
<b>AMERICANS WITH DISABILITIES ACT (ADA):</b> Have there been any changes to ADA complaint procedures and the ADA reasonable modification policy?				
<b>ADA COMPLEMENTARY PARATRANSIT:</b> Have there been any changes to the paratransit eligibility determination process?				
<b>ADA COMPLEMENTARY PARATRANSIT:</b> Have there been any changes to the rider's guide, application form, or the sample notification letter templates?				
<b>DRUG-FREE WORKPLACE ACT:</b> Have there been any changes to the Drug-Free Workplace policy or to the ongoing program?				
<b>DRUG-FREE WORKPLACE ACT:</b> Have there been any personnel action(s) taken regarding drug statute violation(s) that occurred in the workplace?				
<b>DRUG AND ALCOHOL PROGRAM:</b> Have there been any changes to the board-adopted drug and alcohol misuse policy?				
<b>DRUG AND ALCOHOL PROGRAM:</b> 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?				
<b>DRUG AND ALCOHOL PROGRAM:</b> Has there been any training offered to employees since the last board meeting?				
<b>SECTION 5307 PROGRAM:</b> 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?				
<b>SECTION 5307 PROGRAM:</b> Has the proposed budget and proposed projects been shared with the board?	x	2/4/2025	CD	Budget will be shared at 2/4 meeting
<b>SECTION 5307 PROGRAM:</b> Have the proposed annual transit security expenditures been shared with the board?				
<b>SECTION 5307 PROGRAM:</b> 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: 2-4-25A

Meeting Date: 02-04-25

Item Title: Acknowledgement of 5307 Planning Assistance Contract

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**BACKGROUND**


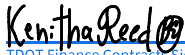
The Tennessee Department of Transportation matches the federal funds allocated to the Franklin Transit Authority for 5307 Planning assistance contract. The amount of the contract is \$18,054.00. These funds are to match the 5307 allocation.

**STAFF RECOMMENDATION**

Staff recommends the acknowledgement of this contract for matching planning support for Franklin Transit Authority.

*Approved* \_\_\_\_\_  
*Board Officer*

\_\_\_\_\_  
*Date*

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date	End Date	Agency Tracking #	Edison ID		
7/1/2024	6/30/2027	40100-51200	82435		
Grantee Legal Entity Name				Edison Vendor ID	
Franklin Transit Authority				68432	
Subrecipient or Recipient		Assistance Listing Number			
<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Grantee's fiscal year end      June 30			
Service Caption (one line only)					
FFY 2024 – 5307 Urbanized Area Program – Planning Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$18,054.00				\$18,054.00
<b>TOTAL:</b>	<b>\$18,054.00</b>				<b>\$18,054.00</b>
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Recipients apply directly to the Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by the FTA, recipients submit a request to TDOT Multimodal Division for matching funds.			
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		
 <small>TDOT Finance Contracts Sig (Jan 13, 2025 15:21 CST)</small>			Z-25-5307-11		
Speed Chart (optional)		Account Code (optional)			
		71304000			

Address # 1

**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 planning 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 provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital assistance, and for transportation related planning. Specifically, the funds will be used for planning assistance as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."
- A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.
- A.5. 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 Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
  - c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2027, ("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 Eighteen Thousand, Fifty-four Dollars and No Cents (\$18,054.00) ("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, Suite 1200  
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](mailto: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](mailto: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. 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 five thousand dollars (\$5,000.00).

- 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](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.

**IN WITNESS WHEREOF,**

**FRANKLIN TRANSIT AUTHORITY:**

  
Debbie Henry (Jan 13, 2025 09:35 CST)

Jan 13, 2025

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

**DATE**

**DEPARTMENT OF TRANSPORTATION:**



Jan 14, 2025

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**HOWARD H. ELEY, COMMISSIONER**

**DATE**

  
Leslie South (Jan 14, 2025 13:07 CST)

Jan 14, 2025

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**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
<b>SCOPE—CAPITAL</b>					
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					
<b>SCOPE—OPERATING</b>					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
<b>SCOPE—PLANNING</b>					
44.00.S0 Planning - TDOT	\$18,054.00	\$144,435.00	\$18,054.00	\$18,054.75	\$180,543.75
44.xx.xx Planning					
<b>SCOPE—MANAGEMENT TRAINING</b>					
50.xx.xx Management Training					
<b>SCOPE—OVERSIGHT REVIEWS</b>					
51.xx.xx Oversight Review					
<b>SCOPE—RESEARCH PROJECTS</b>					
55.xx.xx Research Projects					
<b>SCOPE—SAFETY &amp; SECURITY</b>					
57.xx.xx Safety and Security					
<b>SCOPE - UNIVERSITY RESEARCH</b>					
70.xx.xx					
<b>SCOPE - Non-Add Scope Codes</b>					
99.xx.xx					
<b>SCOPE - OTHER</b>					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
<b>GRAND TOTAL</b>	\$18,054.00	\$144,435.00	\$18,054.00	\$18,054.75	\$180,543.75

\*Federal share not distributed in this grant contract.

**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**

Line Item Detail For: PLANNING	State	Federal	Grant Contract	Grantee	Total Project
44.00.S0 Planning - TDOT	\$18,054.00	\$144,435.00	\$18,054.00	\$18,054.75	\$180,543.75
<b>TOTAL</b>	<b>\$18,054.00</b>	<b>\$144,435.00</b>	<b>\$18,054.00</b>	<b>\$18,054.75</b>	<b>\$180,543.75</b>

**FRANKLIN TRANSIT AUTHORITY  
BOARD ACTION ITEM**

Item Number: 2-4-25A

Meeting Date: 02-04-25B

Item Title: Consideration of FY 2025-26 Franklin Transit Budget

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**BACKGROUND**

Attached is the Proposed FY 2025-26 Transit Budget for your consideration.

**STAFF RECOMMENDATION**

Staff recommends that the Franklin Transit Authority approve the proposed FY 2025-26 Franklin Transit Budget.

*Approved* \_\_\_\_\_  
*Board Officer*

\_\_\_\_\_  
*Date*

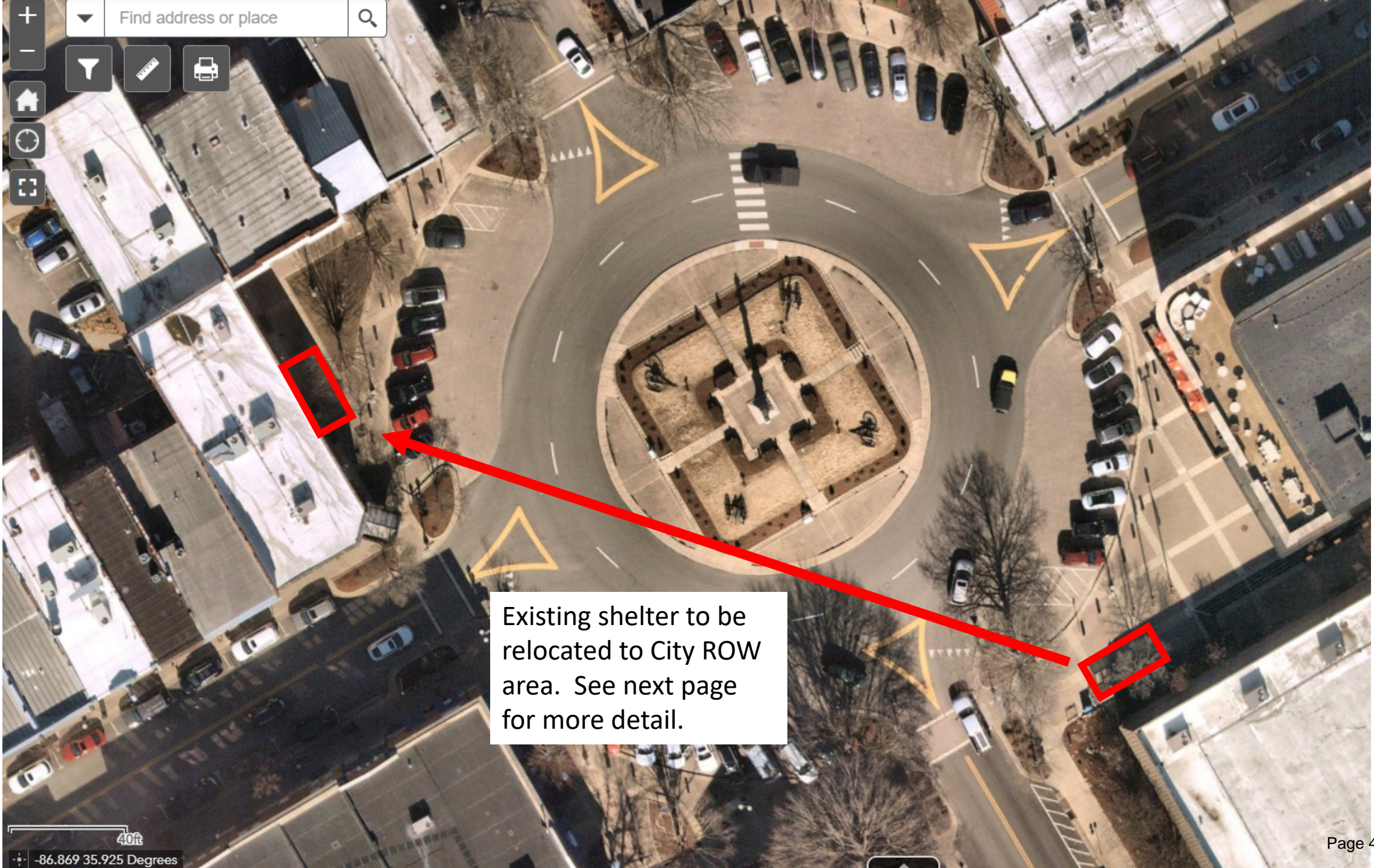
Description	2025 Budget	2025 Estimated	
		Actual	2026 Budget
COF Transit Operating	837,775.80	724,743.98	1,412,202.65
Fares	68,000.00	64,908.20	68,000.00
Fares - MicroTransit Service	35,000.00	-	-
Special Events	30,000.00	23,613.00	29,000.00
Building & EquipRent	9,700.00	9,600.00	9,600.00
Recov. For Liab & Dmg	1,000.00	-	-
State Grant Funds	304,148.00	302,979.00	344,985.00
CMAQ - for MicroTransit 75%	376,546.00	-	-
Federal Grant Funds	2,048,440.00	2,191,515.00	1,639,212.00
<b>Total Revenues</b>	<b>3,710,609.80</b>	<b>3,317,359.18</b>	<b>3,502,999.65</b>
Salaries	1,944,300.29	1,694,926.85	1,839,411.31
Fica/Med	148,738.97	132,100.15	140,657.59
Employee Benefits	395,323.75	303,270.58	313,880.50
Workers Comp	19,907.19	17,362.33	23,714.87
Uniforms	7,000.00	1,593.84	3,000.00
Marketing/Outreach MicroTransit	57,500.00	-	-
Professional Services Transit	86,150.00	70,243.07	60,112.48
Transit Building Maintenance	35,000.00	32,287.76	32,000.00
Transit Vehicle Maintenance	300,100.00	353,021.30	363,500.00
Transit Center Cleaning	26,000.00	23,000.00	25,000.00
Transit Safety	5,000.00	20,941.56	15,000.00
IT Support	40,000.00	30,569.49	33,626.44
Software Licensing	-	9,954.75	10,000.00
Transit Security	4,000.00	40,000.00	20,000.00
Transit Surveillance	4,000.00	3,600.00	3,800.00
Legal Fees	-	133.00	250.00
Transit-DAM Compliance	5,500.00	3,660.00	4,000.00
Payroll Fees	8,361.60	10,170.70	11,011.65
Fuel	213,000.00	178,287.34	177,700.00
Supplies & Postage (G&A)	1,000.00	12,898.82	13,482.67
Transit Maint. Fac - Utilities	36,000.00	36,801.15	37,995.19
Vehicle Insurance	158,000.00	166,691.64	191,693.00

Description	2025 Budget	2025 Estimated	
		Actual	2026 Budget
Transit General Liability	18,000.00	16,700.08	19,205.00
Payouts for Insured Liab Damag	8,500.00	-	9,200.00
Errors & Omissions Liability	13,500.00	11,684.76	13,500.00
Insurance General Office	18,100.00	14,686.12	16,182.08
Dues, Subs, Tuition	20,000.00	26,081.13	23,396.28
Meetings	700.00	-	-
Travel & Training	5,000.00	7,698.89	8,086.57
Equipment - Transit Other	10,500.00	968.13	984.22
Bank/Credit Card Charges	450.00	426.34	450.00
Promotional Products	-	17,970.12	10,000.00
Print Advertising	6,000.00	-	-
Radio Advertising/Web	6,250.00	6,250.00	4,550.00
Recruitment	7,000.00	-	-
Printed Brochures & Pieces	7,500.00	312.00	600.00
Transit Maint. Facility-Rent	40,256.00	40,256.04	40,256.04
Office Rent	8,160.00	6,545.66	6,545.66
Equipment Lease	6,100.00	4,349.12	6,100.00
Tracking Software - Micro	13,000.00	-	-
Depreciation - Transit Off Equ	26,712.00	21,916.46	24,108.10
Equipment Other - ADA	-	-	-
Printed Broch & Pieces - ADA	-	-	-
<b>Total Direct Expenditures</b>	<b>3,710,609.80</b>	<b>3,317,359.18</b>	<b>3,502,999.65</b>
<b>Total Expenditures</b>	<b>3,710,609.80</b>	<b>3,317,359.18</b>	<b>3,502,999.65</b>
<b>Net Income/Loss</b>	<b>-</b>	<b>-</b>	<b>-</b>

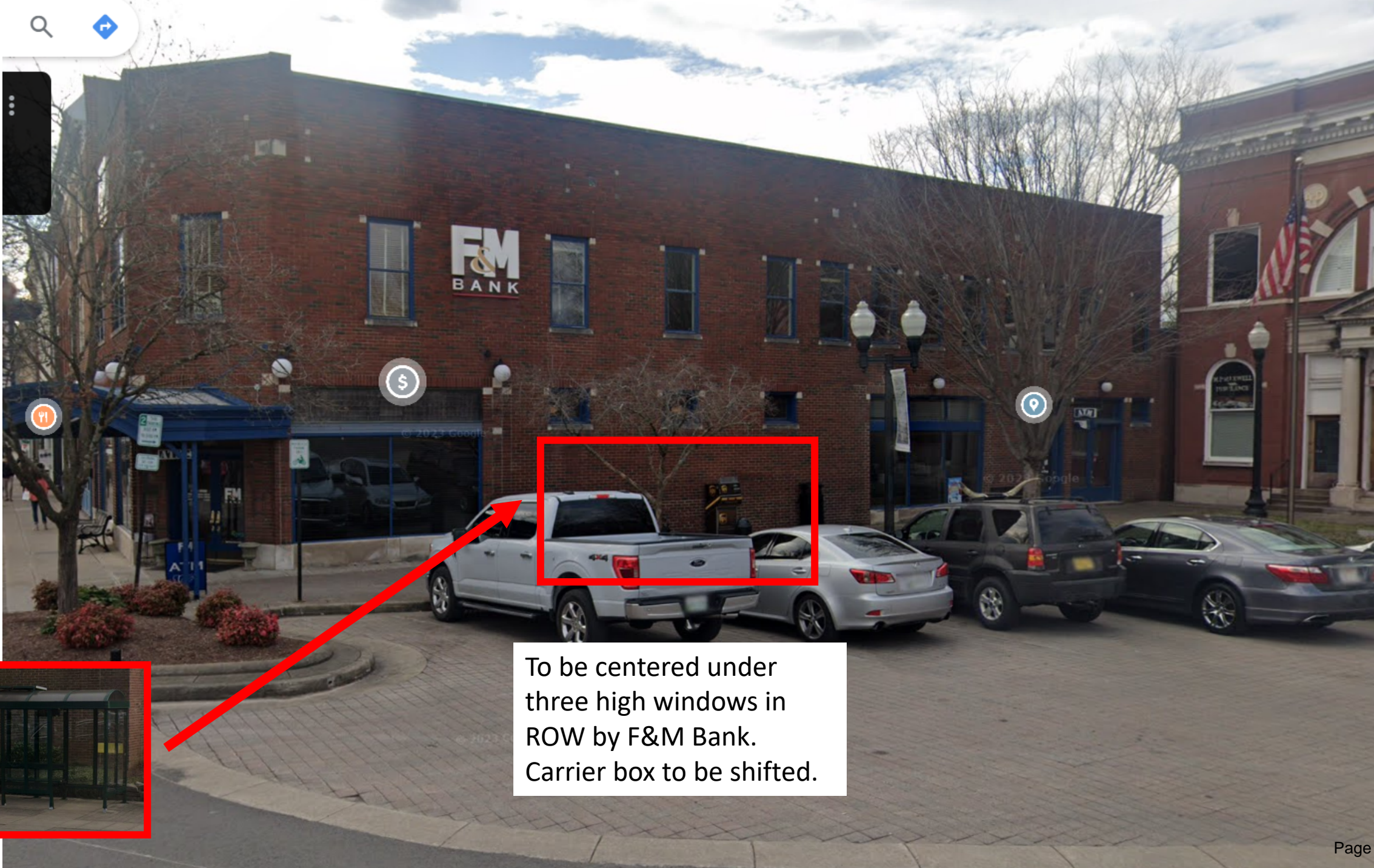
### Revenue

Federal 5307 Planning	80,000.00	7,080.00	100,000.00
State 5307 Planning	10,000.00	885.00	12,500.00
COF Planning Cost Share	10,000.00	885.00	12,500.00
<b>Total Revenue</b>	<b>100,000.00</b>	<b>8,850.00</b>	<b>125,000.00</b>
Planning/Transit	100,000.00	8,850.00	125,000.00

Description	2025 Budget	2025 Estimated Actual	2026 Budget
<b>Revenue</b>			
Federal 5307 Capital Expenditu	328,000.00	227,456.00	440,332.00
State 5307 Capital Expenditure	41,000.00	28,432.00	55,041.00
COF Capital Cost Share	41,000.00	27,832.32	37,042.00
Sale of Surplus Assets	-	600.00	18,000.00
<b>Total Revenue</b>	<b>410,000.00</b>	<b>284,320.32</b>	<b>550,415.00</b>
Total Equipment - Transit	410,000.00	-	550,415.00
Capital Rolling Stock	300,000.00		
Cameras for Vehicles	50,000.00		
Transit Shelters	60,000.00		



Existing shelter to be relocated to City ROW area. See next page for more detail.



To be centered under three high windows in ROW by F&M Bank. Carrier box to be shifted.

**FRANKLIN TRANSIT AUTHORITY  
BOARD ACTION ITEM**

Item Number: 2-4-25C

Meeting Date: 02-04-25

Item Title: Authorization of Legal Documentation in TrAMS – Opinion of Counsel and Authorizing Resolution

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**BACKGROUND**

Background Information:

A recipient of Federal Transit Administration funding must demonstrate legal capacity to carry out the project(s) included in federal assistance awards. Franklin Transit Authority has been asked to upload updated documentation in TrAMS, FTA’s grants management system:

**Opinion of Counsel:** Each recipient must be legally empowered to carry out the activities specified in the award.

**Authorizing Resolution:** Each recipient organization must have a resolution or equivalent, from the recipient’s Board of Directors or equivalent Authorizing Official, to be responsible for applying for assistance and legally committing the applicant or recipient to compliance with terms of an award. Beginning March 5, 2025, TrAMS will prevent any recipients that have not properly identified the Opinion of Counsel and Authorizing Resolution in their Recipient Document profile from transmitting or submitting new applications unless they have correctly labeled and/or uploaded their required legal documents.

**STAFF RECOMMENDATION**

Staff recommends that the Franklin Transit Authority approve the enclosed authorizing resolution for submittal in TrAMS and authorize the City Attorney to review and submit an Opinion of Counsel.

*Approved* \_\_\_\_\_  
*Board Officer*

\_\_\_\_\_  
*Date*



## AUTHORIZING RESOLUTION

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost;

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN TRANSIT AUTHORITY

1. That the Franklin Transit Authority has entered into an agreement with The TMA Group for transit management and operations. The President/ CEO of TMA Group is authorized to execute and file an application for federal assistance on behalf of (Legal Name of Applicant) with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration. (If the applicant is requesting Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307, either alone or in addition to other federal assistance administered by the Federal Transit Administration, the resolution should state whether the applicant is the designated recipient as defined by 49 U.S.C. 5307(a)(2), or whether the applicant has received authority from the designated recipient to apply for Urbanized Area Formula Program assistance.)

2. That the President/ CEO of The TMA Group is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the President/ CEO of The TMA Group is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the Franklin Transit Authority.

### CERTIFICATION

The undersigned duly qualified Chairman of the Board, acting on behalf of the Franklin Transit Authority, certifies that the foregoing is a true and correct copy of a resolution/board action item adopted at a legally convened meeting of the Franklin Transit Authority held on February 5, 2025.

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John L. Schroer

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 himself 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 \_\_\_\_\_, 2025.

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Notary Public

My Commission  
Expires:



U.S. Department  
of Transportation

**Federal Transit  
Administration**

Headquarters

1200 New Jersey Avenue, SE  
Washington, DC 20590

December 6, 2024

Dear Colleague:

FTA is pleased to announce the release of a recent enhancement in TrAMS, FTA's grants management system of record, specific to the organization and labeling of recipient documents. As you are aware, one of the prerequisites to be a recipient of FTA funding is demonstrating legal capacity to carry out the project(s) included in federal assistance awards. This is generally based on the review of the recipient organization's documentation and certification that it has the legal capacity to carry out FTA-funded programs and projects. Specifically, the recipient must be eligible and authorized under state or local law to request, receive, and spend FTA funds to administer FTA-assisted projects.

- **Opinion of Counsel:** Each recipient must be legally empowered to carry out the activities specified in the award.
- **Authorizing Resolution:** Each recipient organization must have a resolution or equivalent, from the recipient's Board of Directors or equivalent Authorizing Official, to be responsible for applying for assistance and legally committing the applicant or recipient to compliance with terms of an award.

This enhancement provides updated document labels within the Recipient Document profile module for these two required documents, as well as includes an enhanced search functionality for all users to find important documents that may be uploaded in their profile. In an effort to assist with the rollout of this enhancement, TrAMS has attempted to proactively label any documents that were named using these terms for the recipient. However, all recipients are asked to review and confirm that the correct document was properly labeled by the system. Additionally, if the system was unable to locate a document labeled using these terms, recipients must locate and properly identify both documents within their Recipient profile.

Beginning **March 5, 2025**, TrAMS will prevent any recipients that have not properly identified the Opinion of Counsel and Authorizing Resolution in their Recipient Document profile from transmitting or submitting new applications unless they have correctly labeled and/or uploaded their required legal documents.

To prevent any grant making delays please confirm and/or upload in TrAMS current copies of your Authorizing Resolution and Opinion of Counsel for your organization. This can be completed by selecting your organizations record using your Recipient ID under Recipient Organizations. Once your organization has been selected, next click on Related Actions and select the Recipient Documents field. Finally confirm or upload each document using the Opinion of Counsel and Authorizing Resolution Document Types. Information on this enhancement and a short tutorial video are available on [FTA's TrAMS webpage](#).

Sincerely,

*Bruce Robinson*

Bruce Robinson  
Associate Administrator  
Office of Program Management  
Federal Transit Administration