



**Franklin Transit Authority
Regular Meeting Agenda**

Thursday, January 19, 2012, 3:30 pm
708 Columbia Avenue
Franklin, TN

1. Call to Order
 - A. Recognition of 5-year Service

2. Roll Call/Confirm Quorum

3. Public Comments

This portion of the agenda is for members of the public to directly address the FTA 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.

CONSENT CALENDAR

4. Minutes of November 17, 2011 Regular Meeting Minutes (ITEM # 4)

OLD BUSINESS

5. Year-to-Date Financial Statement and Summary (ITEM #5)
6. Transit Report (ITEM #6)
7. Funding Update (ITEM #7)

NEW BUSINESS

8. Community Outreach and Marketing Segmentation Update
9. TDOT Operating Assistance Contract (BAI 01-19-12 9)

OTHER BUSINESS

10. Report of Executive Director
11. Adjourn

**FRANKLIN TRANSIT AUTHORITY
MINUTES OF BOARD MEETING
THURSDAY, September 15, 2011– 3:30 PM**

The Franklin Transit Authority met on Thursday, November 17, 2011 at 3:30 pm at
708 Columbia Ave., Franklin, TN.

Members present

Preston Elliott, Chair
Nancy Fletcher Blume
Dale Thomas
Hays Waldrop
Nancy Williams
Bob Horner
Pearl Bransford

Others Present

Debbie Henry, The TMA Group
Kristen Corn, City of Franklin
Kevin Comstock, City of Franklin
Laing McCullough, The TMA Group
Jesse Franklin, The TMA Group

1. Call to Order

Chairman Preston Elliott called the meeting to order.

A. Recognition of 5-year Service

Driver Jesse Franklin was recognized for 5 years of service with The TMA Group and Franklin Transit Authority.

2. Roll Call/Confirm Quorum

Chairman Preston Elliott confirmed that there was a quorum.

3. Public Comments

This portion of the agenda is for members of the public to directly address the FTA 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.

CONSENT CALENDAR

4. Minutes of September 17, 2011 Regular Meeting Minutes (ITEM #4)

Ms. Pearl Bransford motioned to approve the minutes of the September 17, 2011 regular meeting; Ms. Nancy Fletcher-Blume seconded the motion. Motion carried unanimously.

5. Minutes of September 17, 2011 Special Meeting Minutes (ITEM #5)

Ms. Pearl Bransford motioned to approve the minutes of the September 17, 2011 regular meeting; Ms. Nancy Fletcher-Blume seconded the motion. Motion carried unanimously.

OLD BUSINESS

6. Year-to-Date Financial Statement and Summary (ITEM #6)

Ms. Henry presented the year to date October 2011 financial statements to the Authority, and commented that the expenses and revenues were tracking well, as well as fare box numbers. She also noted that contract revenues were over what was budgeted for the year, and should continue. By switching carriers this year, Transit was able to save approximately 25% in

insurance costs. Chairman Preston Elliott called for acceptance of the financial report. *Ms. Pearl Bransford motioned, Ms. Nancy Fletcher-Blume seconded and the motion passed unanimously.*

7. Transit Report (ITEM #7)

Ms. Henry reported the ridership. She noted the difference in October 2011 and past Octobers is the delay in Holly Trolley ticket sales. The goal is to have 4,000 riders monthly and the addition of the Columbia/Southbound Route launching on November 21, 2011 should help reach this goal. Chairman Preston Elliott called for acceptance of the ridership report. *Mr. Hays Waldrop motioned, Mr. Dale Thomas seconded and the motion passed unanimously.*

8. Route Match Update (ITEM #8)

Ms. Henry updated on the new Depot Monitor that has been installed and operational at the Factory. She also talked about adding one at Williamson Medical Center, noting that all the funding for these Monitors is in place. In addition, Franklin Transit Authority will be switching from Mentor Rangers to Galaxy Pads in the buses for GPS, Ridership counting and TODD information.

NEW BUSINESS

9. Consideration of Community Outreach and Marketing Segmentation BAI 11-17-11-9

RFP 2011-002 Award

Ms. Henry gave a brief timeline of the RFP touching on the marketing, public opinion and community outreach aspects of the award. This will be a three year contract with Varallo Public Relations renewable for 2 years, as necessary. This contract will be on an as needed basis. *Mr. Dale Thomas motioned, Mr. Hays Waldrop seconded and the motion passed unanimously.*

10. Consideration of Bus Security and Surveillance BAI 11-17-11-10

RFP 2011-003 Award

Ms. Henry gave a brief timeline of the RFP noting that these cameras will not be leased, but owned by the City of Franklin, they will enable real-time viewing of the location of the buses, and wireless transmission of necessary footage to a secure location at the Fleet Facility. This will be a three year contract with SEON System Sales. *Mr. Hays Waldrop motioned, Ms. Nancy Fletcher-Blume seconded and the motion passed unanimously.*

OTHER BUSINESS

11. Report of Executive Director

Ms. Henry updated the Authority on the South Bound Route, which will begin on Monday, November 21, 2011. The re-appointment of four Members of the Authority was recognized. Ms. McCullough gave an update on Holly Trolley 2011. 33% of tickets have been sold, and the online store has been a huge success this year. Ms. Henry passed out an updated Robert's Rules of Order to all Authority members and thanked them for their leadership.

12. Adjourn

Chairman Preston Elliott called for a motion to adjourn. *Ms. Pearl Bransford motioned, Mr. Dale Thomas seconded and the motion passed unanimously.*

Preston Elliott, Chairman

The TMA Group
For The Month Ending December 31, 2011

	<u>Month</u> <u>Actual</u>	<u>YTD Actual</u>	<u>Annual</u> <u>Budget</u>	
REVENUES:				
Revenue Grant - Transit	\$ 95,129.42	\$ 576,723.59	1,180,000.00	
Revenue - Contracts	0.00	7,670.00	1,000.00	
Revenue - Transit Fares	8,537.58	45,278.41	52,000.00	
Revenue - Transit Net/Other	0.00	0.00	0.00	
Revenue - Transit Fares; HT	0.00	0.00	12,000.00	
Revenue - Transit-Other	0.00	8,368.84	0.00	
Total Revenues	103,667.00	638,040.84	1,245,000.00	51%
TRANSIT OPERATIONS COST:				
Salaries - Transit Admin.	4,722.80	35,257.73	100,800.00	
Salaries - Transit Drivers	21,179.22	133,677.17	285,778.00	
Salaries - Contracts	119.34	2,759.67	2,000.00	
Salaries - Transit Operations	6,300.65	37,433.75	86,300.00	
Salaries - Cleaning	212.43	282.93	1,000.00	
Salaries - Holly Trolley	4,340.67	4,783.73	5,000.00	
Employer PR Tax	3,563.65	18,927.62	37,025.00	
Empl'ers WC/UC	1,464.37	8,552.46	29,000.00	
Empl'ee Benefits-Transit Admin	3,134.21	13,751.40	38,000.00	
Empl'ee Benefits-Transit Drivr	7,323.92	40,114.38	92,000.00	
Employee Benefits - Contracts	41.27	1,075.41	1,100.00	
Empl'ee Benefits-Transit Oper.	2,178.81	11,173.42	27,600.00	
Employee Benefits - Cleaning	73.46	115.77	640.00	
Meetings	334.16	512.41	2,000.00	
Memberships/Dues	0.00	4,321.00	7,500.00	
Subscriptions	30.00	69.95	600.00	
Education/Community Outreach	66.00	257.03	12,000.00	
Print Advertising	1,090.00	5,105.05	11,700.00	
TV Advertising	0.00	1,200.00	0.00	
Radio Advertising	742.03	4,263.03	9,000.00	
Printed Brochures & Pieces	3,410.00	5,865.00	7,000.00	
Promotional Products	0.00	2,537.27	4,500.00	
Transit Maintenance	3,672.97	34,908.25	65,000.00	
Transit Bldg/Oper. Maintenance	221.00	4,018.19	18,000.00	
Transit Maint. Facility-Rent	3,354.67	20,128.02	40,260.00	
Transit Maint. Fac - Utilities	1,800.07	10,208.05	22,000.00	
Trolley Cleaning & Supplies	0.00	10.00	0.00	
Transit Center Cleaning	305.00	1,830.00	4,800.00	
Equipment - Transit	506.66	2,941.28	5,100.00	
Postage	12.00	351.17	1,175.00	
Professional Services	1,275.00	13,237.50	18,220.00	
Supplies	962.36	4,425.31	10,000.00	
Uniforms	682.73	3,930.78	9,150.00	
Radio Communications	616.90	3,606.27	9,000.00	
Travel & Training	640.46	2,257.85	3,500.00	
Transit Fuel	8,815.01	48,530.01	75,000.00	
Automobile/Trolley Insurance	2,402.00	49,949.00	93,000.00	
Legal Fees	0.00	1,400.00	2,500.00	
Transit General Liability	3,462.46	38,646.64	36,600.00	
Errors & Omissions Liability	5,789.00	5,789.00	6,562.00	

The TMA Group
For The Month Ending December 31, 2011

	<u>Month</u>		<u>Annual</u>	
	<u>Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	
Transit-DAM Compliance	48.00	1,432.00	2,000.00	
Planning/Transit	0.00	0.00	17,590.00	
Ind Chgs Reassign-Transit	3,595.35	19,092.56	44,000.00	
Ind Chgs Reassign-Contracts	11.67	313.31	1,000.00	
	<hr/>			
Total Operations Cost	98,500.30	599,041.37	1,245,000.00	48%
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Net Difference (Deficits)	5,166.70	38,999.47	0.00	
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Percentage Year Elapsed				50%

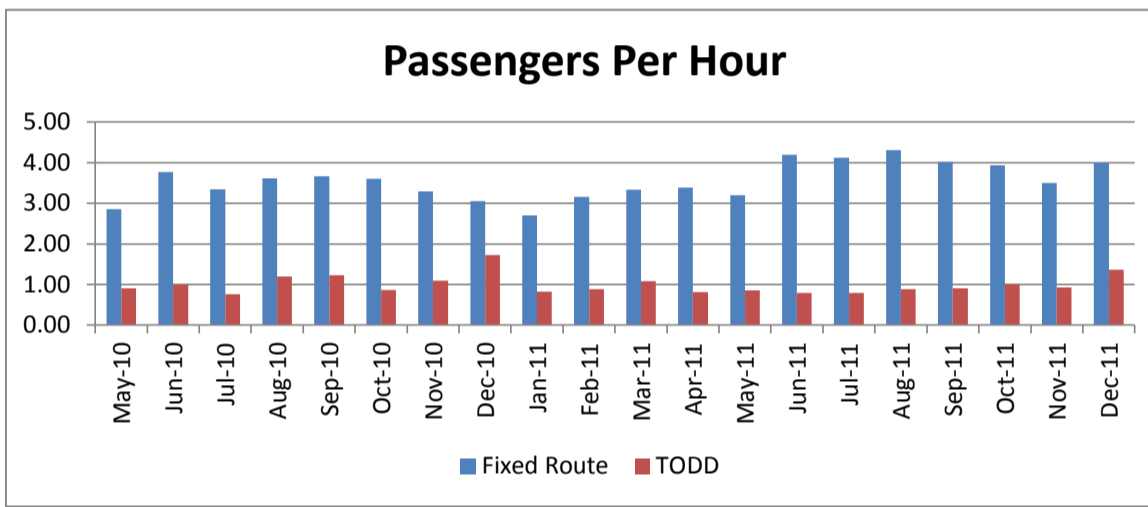
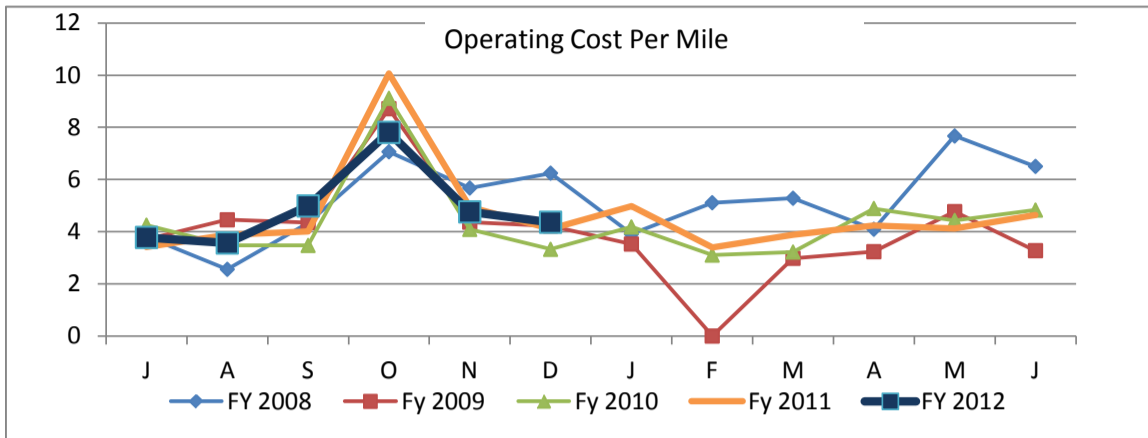
Ridership

Ridership by Route for December 2011

Eastbound	Westbound	Southbound	TODD	OTHER	TOTAL	Sr./Dis
1232	1074	336	2142	103	4,887	1,335

746 Holly Trolley included

Total service hours for the month: 1576 Total vehicle miles for the month: 22,577 Operating cost for the month: \$98,500



Service Delivery

Operating Cost per vehicle Mile

	Local	State	Federal	Farebox	Other	Total
Dec-11	\$ 2.29	\$ 1.08	\$ 0.60	\$ 0.38	\$ 0.17	\$ 4.36
FY 2012	\$ 2.65	\$ 1.24	\$ 0.69	\$ 0.21	\$ 0.19	\$ 5.04
Fy 2011	\$ 2.58	\$ 1.21	\$ 0.67	\$ 0.17	\$ 0.19	\$ 4.91

Average passengers per service hour 4.61. Miles since last incident: 680,523.

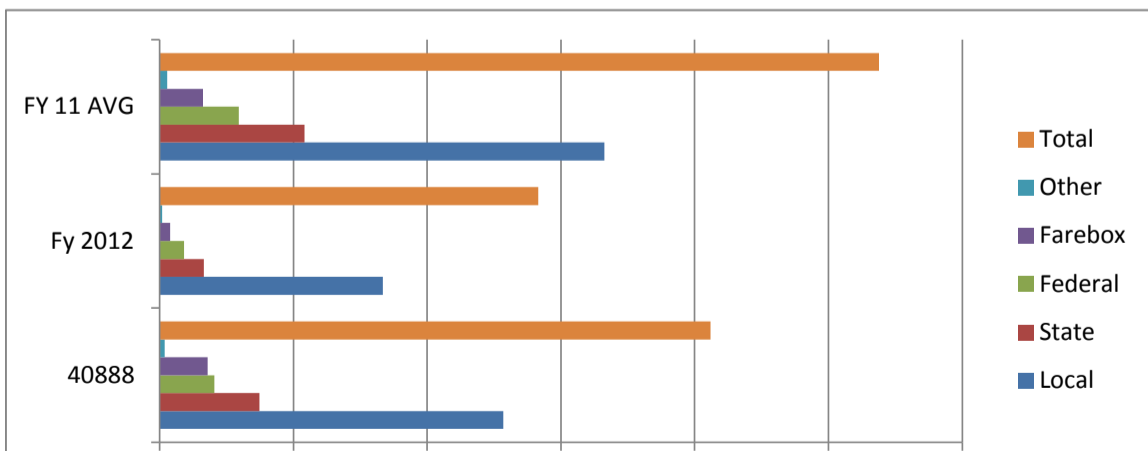
Funding Diversification

Year to Date Farebox as compared to operating costs 8.67% with holly trolley sales includes

Local	State	Federal	Farebox	Other	Total
\$61,483	\$17,844	\$9,735	\$8,538	\$900	\$98,500
60%	22%	12%	5%	1%	100%

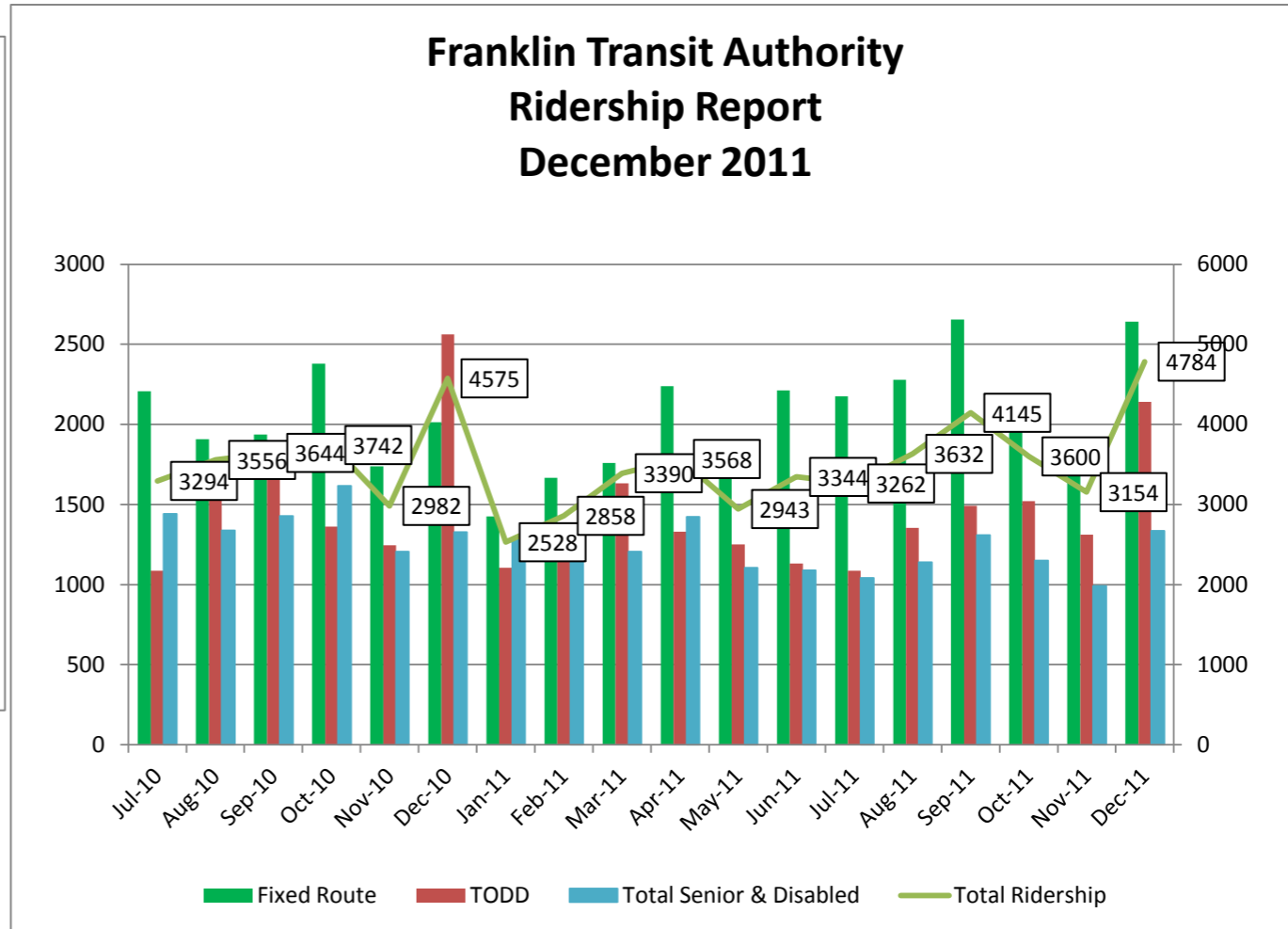
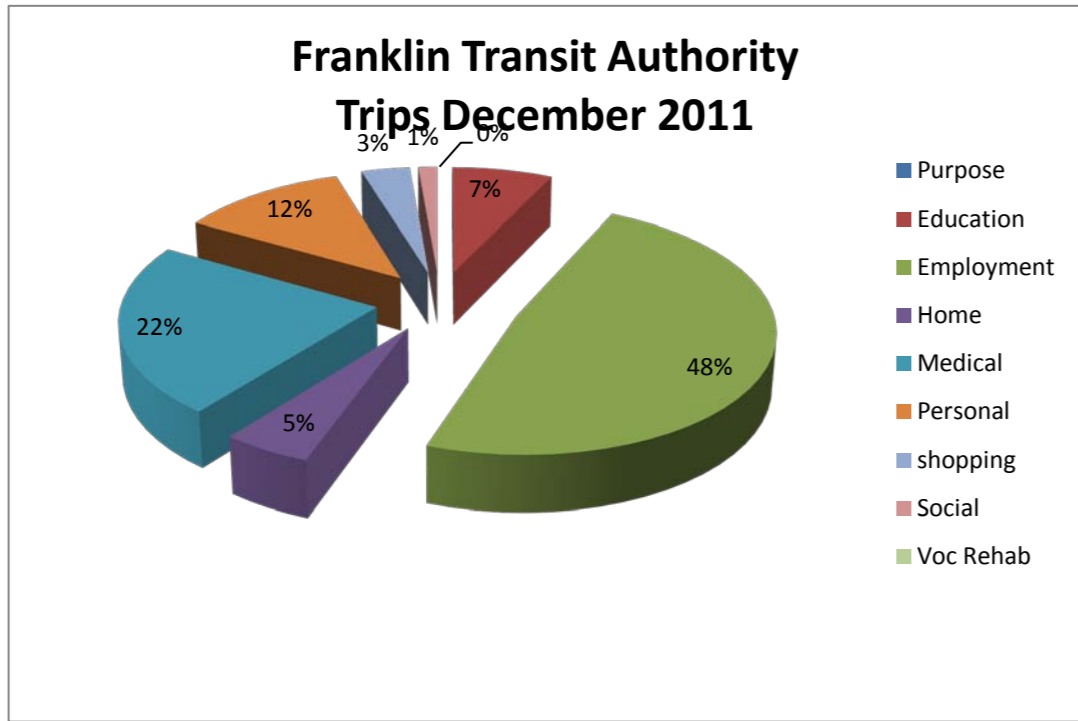
*Operating Cost per passenger:

	Dec-11	Fy 2012	FY 11 AVG
Local	\$12.85	\$ 8.34	\$ 16.63
State	\$3.73	\$ 1.65	\$ 5.41
Federal	\$2.03	\$ 0.90	\$ 2.95
Farebox	\$1.78	\$ 0.39	\$ 1.62
Other	\$0.19	\$ 0.08	\$ 0.27
Total	\$20.59	\$ 14.15	\$ 26.89



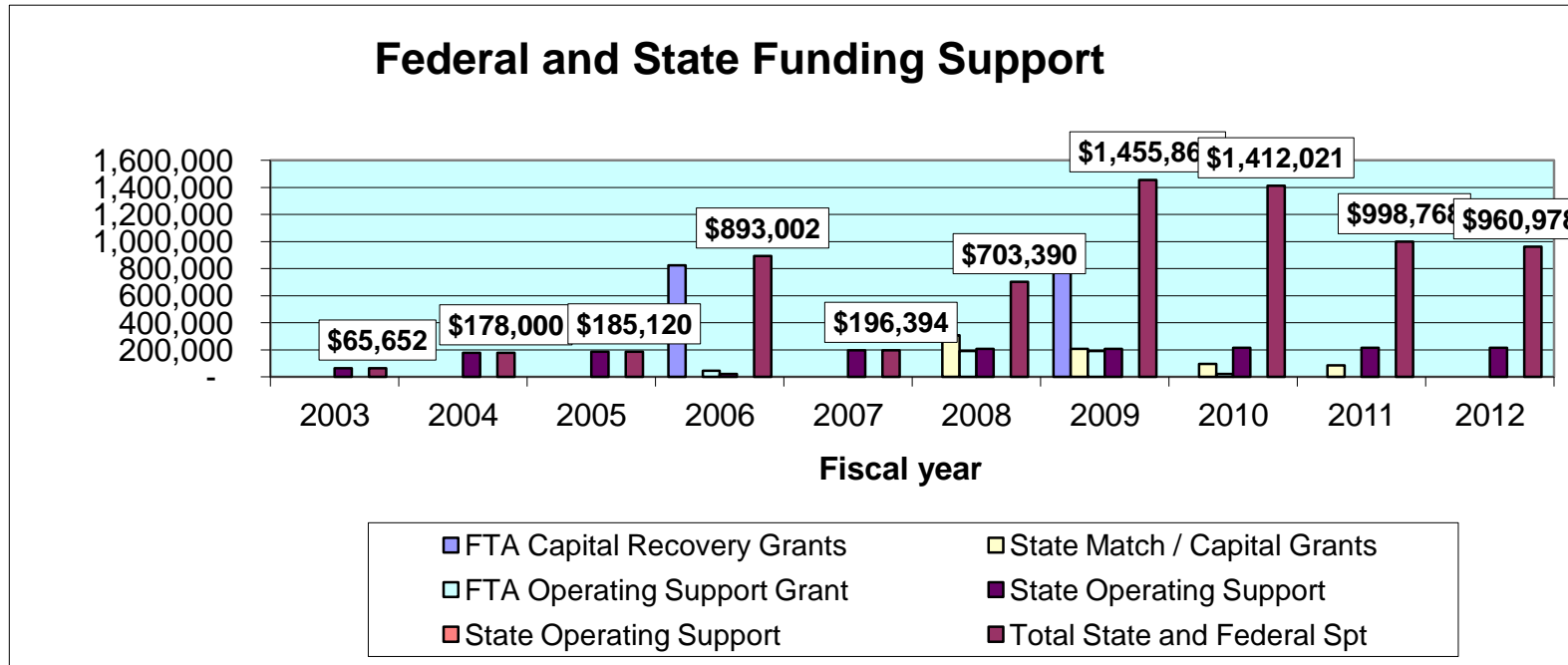
Franklin Transit Authority Ridership Report

	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
Fixed Route	2208	1907	1938	2380	1737	2013	1424	1667	1759	2238	1692	2213	2176	2278	2654	2080	1842	2642
TODD	1086	1649	1706	1362	1245	2562	1104	1191	1631	1330	1251	1131	1086	1354	1491	1520	1312	2142
Total Ridership	3294	3556	3644	3742	2982	4575	2528	2858	3390	3568	2943	3344	3262	3632	4145	3600	3154	4784
Total Senior & Disabled	1441	1339	1429	1617	1205	1327	1277	1351	1205	1422	1105	1088	1041	1138	1310	1151	991	1335



	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
FTA Capital Recovery Grants				825,502			848,547			
ARRA (awarded)								310,000		
5307 (awarded)								592,199		
5309 (awarded)								177,020		
5307 (SUBMITTED)									635,236	663,515
5309 (SUBMITTED)									62,349	
State Match / Capital Grants						306,765	208,631	96,151	86,659	82,939
FTA Operating Support Grant				45,000		190,411	190,411	22,127		
State Operating Support	65,652	178,000	185,120	22,500	196,394	206,214	208,276	214,524	214,524	214,524
Total State and Federal Spt	65,652	178,000	185,120	893,002	196,394	703,390	1,455,865	1,412,021	998,768	960,978

Funds will be applied for in 2012



**FRANKLIN TRANSIT AUTHORITY
BOARD ACTION ITEM**

Item Number: 01-19-12 9

Meeting Date: 1/19/12

Item Title: State Matching Contract for FY 2012 5307 Funds

BACKGROUND

The TN Department of Transportation matches the federal funds allocated to the Franklin Transportation Authority for annual operating support. This year the amount for operating support is \$214,524.42. These funds are to match the annual 5307 allocation.

STAFF RECOMMENDATION

Staff recommends the approval of this contract for annual operating support for Franklin Transit Authority.

Approved _____
Board Officer

Date

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

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Franklin Transit Authority, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 8432

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall utilize these funds for operating assistance to meet transit needs in urban areas.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning July 1, 2011, and ending on June 30, 2012. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Fourteen Thousand, Five Hundred Twenty-Four Dollars and No Cents (\$214,524.00). The Grant Budget, attached and incorporated hereto as Attachment One, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. 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 work, 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:

Department of Transportation

Division of Multimodal Transportation Resources
505 Deaderick Street, Suite 1800 James K. Polk Building
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: Department of Transportation, Division of Multimodal Transportation Resources.
 - (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, and/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.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. 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, the

Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. 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.
 - c. 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.
 - d. 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 cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost 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 contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, 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 Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- 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 matter in relation thereto. 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. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present 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 said form is received by the State, all

payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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. Said termination shall not be deemed a breach of 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 which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, 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 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 be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Form to Report Lobbying," 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 section 1352, title 31, *U.S. Code*.

- D.8. 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees 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.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.14. 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.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) 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 such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.18. 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties 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.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.24. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. 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 hereof shall not be affected

thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

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, these special terms and conditions shall control.
- E.2. 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Bennie Nicholson, Transportation Specialist 1
Division of Multimodal Transportation Resources
505 Deaderick Street, Suite 1800
Nashville, Tennessee 37243
Bennie.Nicholson@tn.gov
Telephone # (615) 253-1044
FAX # (615) 253-1482

The Grantee:

Debbie Henry, Executive Director
Franklin Transit Authority
708 Columbia Avenue
Franklin, Tennessee 37064
Dhenry@tmagroup.org
Telephone # (615) 790-4005
FAX # (615) 790-4091

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of 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.
- E.4. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the Tennessee “Children’s Act for Clean Indoor Air of 1995,” 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.6. 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.

- E.7. FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2011 is incorporated herein by reference.
- E.8. 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).

IN WITNESS WHEREOF,

FRANKLIN TRANSIT AUTHORITY:

GRANTEE SIGNATURE	DATE
PRESTON ELLIOTT, CHAIRMAN	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER	DATE
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JOHN REINBOLD, GENERAL COUNSEL APPROVED AS TO FORM AND LEGALITY	DATE
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Attachment One

UNIVERSAL PUBLIC TRANSPORTATION BUDGET

	STATE SHARE*	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance -TDOT	\$214,524.00	\$0.00	\$214,524.00	0.00	\$214,524.00
30.09.01 Operating Assistance -50% Federal Share					
30.09.02 Operating Assistance - Sliding Scale					
30.80.01 Operating Assistance - 80% CMAQ					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.00 Commuter Trans. Asst Program					
44.1x.xx State Planning & Research					
44.2x.xx Metropolitan Planning					
44.3x.00 Consolidated Planning Grants					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE—UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE—Non-Add Scope Codes					
99x-nn					
SCOPE—OTHER					
xx.xx.xx					
GRAND TOTAL	\$214,524.00	\$0.00	\$214,524.00	\$0.00	\$214,524.00

*100% State Funding.

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating assistance - TDOT	\$214,524.00	\$0.00	\$214,524.00	\$0.00	\$214,524.00
TOTAL	\$214,524.00	\$0.00	\$214,524.00	\$0.00	\$214,524.00