

**CONTRACT NO 2011274-C  
BETWEEN  
REGIONAL TRANSPORTATION AUTHORITY  
AND  
CITY OF FRANKLIN**

This Contract, entered into on the 1<sup>st</sup> Day of July, 2014, by and between the Regional Transportation Authority, located at 430 Myatt Drive, Nashville TN 37115, (hereinafter "RTA"), and the City of Franklin, located at 109 3<sup>rd</sup> Avenue South, Franklin, TN 37064, (hereinafter "the City"). This contract is for the provision of Regional Bus Service (hereinafter "the Service") between Nashville/Davidson County and the City of Franklin.

The RTA was established pursuant to statutory law enacted by the Tennessee General Assembly, T.C.A. 64-8-101 et seq.

A. SCOPE OF SERVICES

The RTA shall provide regional bus service between Nashville/Davidson County, and City of Franklin, Tennessee. The City shall have no obligation for services rendered by the RTA which are not performed within the specified period or between the specified route terminus.

B. TERM

The Contract term start date shall be July 1, 2014; the Contract end date shall be June 30, 2015.

C. PAYMENT

In consideration for RTA's provision of regional bus services, the City shall provide RTA the amount of thirty one thousand eight hundred thirty seven dollars (\$31,837.00).

The RTA shall invoice the City its route subsidy share as stated above and shown in Attachment 1. RTA will send the City a lump sum invoice in the amount of \$31,837.00 to be paid directly to RTA. The amount represents the full amount owed to RTA by the City.

The City shall send payment to RTA, 430 Myatt Drive, Nashville, TN 37115, Attn: Accounting Department.

D. STANDARD TERMS AND CONDITIONS

1. The RTA nor the City are bound by this Contract until it is executed by the parties.
2. This Contract may be modified only by a written amendment executed by all parties hereto.
3. The RTA may terminate this Contract and the Service obligations if adequate Grant Funds are not available to continue the Service. In the event of termination the City shall receive a share of any of their route subsidy that remains. The reimbursement will be determined by dividing the \$31,837.00 by 12 and multiplying that amount by the number of months the City did not receive Service.
4. The RTA warrants that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the RTA on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The RTA shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. The RTA warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, or consultant to the RTA in connection with any work contemplated or performed relative to this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
7. As part of the RTA yearly audit, a full audit of this project will be conducted by an outside auditing firm and made available to the City. All financial records will be consistent with internal accounting procedures.

IN WITNESS WHEREOF, as of the date written above the parties have caused this Contract to be signed by their duly authorized representatives.

Regional Transportation Authority

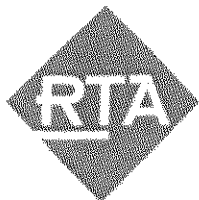
City of Franklin

\_\_\_\_\_  
Edward W. Oliphant, CEO

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Regional  
Transportation  
Authority**

www.rtarelayandride.com

430 Myatt Drive  
Nashville, TN 37115  
615-862-6262  
615-880-3945 Fax

March 21, 2014

*Board of Directors*

**Karl Dean**  
Mayor of Nashville &  
Davidson County  
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Mayor City of Clarksville  
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**Lora Baulsir**  
General Manager RTA

**Edward W. Oliphant**  
Chief Financial Officer

**Robert Baulsir, Jr.**  
General Manager  
Administration

**Dawn Distler**  
General Manager  
Operations & Maintenance

**Patricia Harris-Morhead**  
Director of Communications  
& Marketing

**James McAteer, AICP**  
Director of Planning & Grants

**Eric Beyer**  
Program Manager &  
Legislative Liaison

Mr. Russ Truell  
Assistant City Administrator for Finance and Administration  
City of Franklin  
109 3<sup>rd</sup> Avenue South  
Franklin, TN 37064

RE: FY 2014-2015 #91 Franklin/Brentwood Express Service Contract

Dear Mr. Truell:

Thank you to the City of Franklin for your dedicated support of the Franklin/Brentwood Express service for FY 2013-2014. This project is a true demonstration of regional support and cooperation.

Enclosed is a copy of the proposed contract between the City of Franklin and the Regional Transportation Authority for FY 2014-2015. The service contract runs from July 1, 2014 through June 30, 2015 and reflects the City of Franklin local partner share of \$31,837.00 for the #91 Franklin/Brentwood Express Bus Route.

Please do not hesitate to contact me at 615-862-8869, if you have any questions or comments.

Sincerely,

Sharon Simmons  
Grants and Projects Administrator

Enclosures

Attachment 1



Franklin/Brentwood (91X) Relax & Ride Budget  
July 1, 2014-June 30, 2016

FY2015

	2014-15 Budget	2015-16 Budget
Number of Daily Trips (add'l service begins Oct 1, 2012)	6	6
Days of Service	254	254
Ridership	38,167	39,312
Operating Hours per Day (including deadhead)	15.00	15.00
Cost per hour of Service	\$100.26	\$103.27
Daily Cost of Service	\$1,503.90	\$1,549.05
<b>Cost of Service</b>		
Cost of Runs	381,991	393,459
Fuel Contingency (n/a)	0	0
Other Costs	0	0
<b>Total Costs</b>	<b>381,991</b>	<b>393,459</b>
<b>Estimated Revenues</b>		
Estimated Cash Fares - including <i>State Easy Ride</i>	105,816	108,990
ADD: Bus Seat Guarantee (lowering 3rd year of original service)	36,823	
ADD: CMAQ Funding (50% (TOTAL AMT) available per year FED (80%) NO STATE MATCH	73,647	
LOCAL MATCH (partial LOC \$5307 CCoC Funding (100% dollars-- Fed/St/Loc)	18,412	
<b>Total Estimated Revenues</b>	<b>234,698</b>	<b>108,990</b>
<b>Estimated Net Cost</b>	<b>147,293</b>	<b>284,469</b>
<b>Route Subsidy</b>		
TDOT	51,782	53,337
Davidson County	31,837	57,783
Franklin	31,837	57,783
Brentwood		57,783
Williamson County	31,837	57,783
<b>Total Subsidy (100%)</b>	<b>147,293</b>	<b>284,469</b>
<b>Balance</b>	<b>0</b>	<b>0</b>

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2/26/2014  
Shelly NCE/Phansy