



**REGIONAL TRANSPORTATION AUTHORITY**  
**Of Middle Tennessee**

**EXECUTIVE COMMITTEE MEETING**

**Wednesday, May 20, 2026 | 9:30 A.M.**

**GNRC – Greater Nashville Regional Council**  
**44 Vantage Way, Ste. 450**  
**Nashville, TN 37228**

---

- 1. Call to Order**
- 2. Approval of March 18, 2026, Minutes**
- 3. Public Comments**
- 4. Finance Committee Report – Mayor Ken Moore, Chair**
  - Monthly Financial Report Compared to Budget – Amanda Vandegrift, Deputy CEO of Finance & Administration **R-D-26-011 Pg. 5**
  - RTA Revolving Line of Credit Renewal – Amanda Vandegrift, Deputy CEO of Finance & Administration **R-A-26-010 Pg.11**
  - MTA/RTA Revenue Sharing Agreement – Amanda Vandegrift, Deputy CEO of Finance & Administration **R-A-26-011 Pg.12**
- 5. Operations Committee Report – Mayor Rick Bell, Chair**
  - RTA Monthly Operating Statistics – Andy Burke, COO **R-D-26-012 Pg.13**
  - RTA/MTA Management Contract Renewal – Amanda Vandegrift, Deputy CEO of Finance & Administration **R-A-26-012 Pg.22**
  - Metro Nashville Police Department Transit Division Memorandum of Understanding – Vince Malone, Chief of Administration **R-A-26-013 Pg.32**
- 6. CEO’s Report – Stephen G. Bland, CEO**
- 7. Chair’s Report – Mayor Randall Hutto, Chair**
- 8. Other Business**
- 9. Adjournment**

**Note:** A meeting of the Executive Committee has been scheduled concurrently with the full Board Meeting. In the event a quorum of the Board cannot be achieved, the Executive Committee will meet to conduct the scheduled business of the Board. If a quorum of the Board is present, there will be no Executive Committee meeting.



**MINUTES**  
**EXECUTIVE COMMITTEE MEETING**  
**REGIONAL TRANSPORTATION AUTHORITY**

**March 18, 2026**

- I. **Call to Order:** The regular meeting of the Board of Directors of the Regional Transportation Authority (RTA) of Middle Tennessee was convened on Wednesday, March 18, 2026, at the Greater Nashville Regional Council, located at 44 Vantage Way, Suite 450, Nashville, TN 37228. The Executive Committee meeting was officially called to order by Board Vice Chair, Mayor Paige Brown, at 9:32 a.m.

**Executive Committee Members in Attendance:**

**Mayor Paige Brown – City of Gallatin, Vice Chair**  
**Mayor Ken Moore – City of Franklin**  
**Mayor Rick Bell – City of Lebanon**  
**Mayor Freddie O’Connell – Davidson County**  
**Mayor Billy Vogle – Robetson County**  
**Ed Cole – Davidson County (Gov. Appt.)**  
**Kelly Dannenfelser – Williamson County (Gov. Appt.)**

**Others Present:**

**Mayor Jamie Clary – City of Hendersonville**  
**Matthew White – City of Mt. Juliet (Alt.)**  
**Jim Kerr – City of Murfreesboro (Alt.)**  
**Mayor Mike Callis – City of Portland**  
**Gerald Herman – City of White House (Alt.)**  
**Kaitlyn McClanahan - TDOT**

- III. **Approval of Minutes:** Mayor Ken Moore made a motion to approve the minutes of the February 18, 2026 Executive Committee meeting. Rick Bell seconded the motion, and the Executive Committee unanimously approved the minutes.
- IV. **Public Comments:** NO members of the public requested time to speak.
- V. **Finance Committee Report:** Mayor Ken Moore introduced the following item for discussion:
- a. **Monthly Financial Report Compared to Budget (R-D-26-009):** Mayor Ken Moore presented the Statement of Operations for January 2026 compared to the approved fiscal year (FY) 2026 budget. Ms. Amanda Vandegrift, Deputy CEO of Finance and Administration, was present and available to answer questions; however, the committee had none, and no further discussion followed.
- VI. **Operations Committee Report:** Mayor Rick Bell introduced the following for discussion:
- a. **Monthly Operating Statistics (R-D-26-010-010)** Chief Operating Officer Andy Burke presented the RTA Monthly Dashboard Report for January 2026 to the Executive Committee. Mr. Burke was present and available to answer questions; however, the committee had none, and no further discussion followed.
- b. **Nashville Electric Service Utility Relocation at Donelson Station (R-A-26-006):** Steve Bland, CEO – Nashville Electric Service (NES) is required to relocate existing electrical infrastructure to accommodate the planned transit improvements. The proposed NES work will

relocate the existing overhead transmission and distribution infrastructure currently located on the north side of the rail line to the south side of the rail line to clear the development footprint and support the construction of the planned transit infrastructure improvements. Completion of the NES relocation work will allow the WeGo to continue advancing the overall Donelson Station transit infrastructure program and maintain the project schedule as the design progresses toward full completion and subsequent construction procurement. To date RTA has secured local, state and federal funding of \$25.5 million to advance public infrastructure improvements. For this part of the project, State IMPROVE Act funds with 20% local match are being utilized.

Staff recommends the Board authorize the Chief Executive Officer to execute the MOU and enter into a contract agreement with NES in the amount not to exceed \$507,809.45 (including a 15% contingency) for the relocation of NES owned infrastructure (Work Request No. 991383693).

Mayor Freddie O'Connell made a motion to approve Nashville Electric Service Utility Relocation at Donelson Station, R-A-26-006. Mayor Rick Bell seconded the motion, and the Executive Committee unanimously approved.

- c. **Murfreesboro Park-and-Ride Construction Contract Award (R-A-26-007)**: Kia Lewis, Senior Project Manager, Engineering & Construction – On June 18, 2025, the RTA Board approved the acquisition of approximately 0.72 acres at 725 Bridge Avenue for the new part-and-ride facility. The property is strategically positioned adjacent to the newly completed transit center, allowing for an integrated, campus-style approach to transit infrastructure that maximizes operational efficiency and rider convenience. The Murfreesboro City Council subsequently approved the rezoning on December 4, 2025, affirming local support and clearing the way for implementation. The proposed project includes construction of a 75-space parking lot comprised of 69 standard spaces, 3 ADA-accessible spaces, and 3 spaces designated for future electric vehicle use. Eight contractors submitted competitive bids ranging from \$820,000 to \$1.4 million. Tugson Group submitted the lowest responsive and responsible bid, determined to be fair and reasonable and consistent with project budget expectation. The city of Murfreesboro Transit Center will provide access for the RTA during regular Murfreesboro Transit operating hours, 5:00 a.m. to 6:30 p.m. Monday through Friday and 8:00 a.m. to 4:00 p.m. on Saturday. The city of Murfreesboro will allow the RTA to coordinate with the security firm and other management staff for after-hours access due to special events.

Staff recommends that the RTA Board approve the CEO of the Regional Transportation Authority (RTA) to execute the memorandum of understanding (MOU) for the purpose of using the Murfreesboro Transit Center in conjunction with park and ride lot, and authorize the CEO to reimburse the City of Murfreesboro for all usual and necessary cost incurred during the use of Murfreesboro Transit Center by the RTA.

Mayor Ken Moore made a motion to approve Murfreesboro Park-and-Ride Construction Contract, R-A-26-007. Mayor Freddie O'Connell seconded the motion, and the Executive Committee unanimously approved.

- d. **Murfreesboro Park-and-Ride Memorandum of Understanding (R-A-26-008)**: Vince Malone, Chief Administrative Officer – The City of Murfreesboro and RTA decided that a collaborative agreement was needed between the town transit partners for the purpose of enhancing the park-and-ride system as an urban transportation option to efficiently support the region's customer base that will utilize the park-and-ride lot and Murfreesboro Transit Center, as a transit hub. The agreement would be in the form of a memorandum of understanding (MOU) between the transit partners to provide safe and secure transit for passengers traveling between Davidson and Rutherford Counties. The City of Murfreesboro agreed to allow RTA's limited use of the Murfreesboro Transit Center and operational areas, with the exception of the use of the Transit Center parking lot due to limited parking spaces during normal business hours and after hours. Additionally, for access to the Transit Center during after-hours or special events the hours will be between 6:30 p.m. Monday through Friday. The City of Murfreesboro will allow the RTA to coordinate with the security firm and other management staff for after-hours access due to special events. The RTA will be provided with RFID cards for bus access through the security

gates at the Murfreesboro Transit Center. The RTA will reimburse the City of Murfreesboro for any costs the city is billed due to after-hours/special events security and facilities support.

Staff Recommends that the RTA Board approve the CEO of the Regional Transportation Authority (RTA) to executive the memorandum of understanding (MOU) for the purpose of using the Murfreesboro Transit Center in conjunction with park-and-ride lot, and to authorize the CEO to reimburse the City of Murfreesboro for all usual and necessary cost incurred during the use of the Murfreesboro Transit Center by the RTA.

Mayor Ken Moore made a motion to approve Murfreesboro Park-and-Ride Memorandum of Understanding, R-A-26-008. Mayor Freddie O'Connell seconded the motion, and the Executive Committee unanimously approved.

**e. Agency Safety Plan Update (R-A-26-009):** Nick Oldham, Chief Safety and Security

This agency is required to update its Agency Safety Plan that implements our Safety Management System annually. The plan must include safety performance targets that will be voluntarily shared with the Metropolitan Planning Organization (MPO) and the local Department of Transportation. These targets were formulated with and agreed to by Anchor Transportation and management. The joint labor-management Safety Committee has approved this updated safety plan that includes the updated Bipartisan Infrastructure Law requirements. Once Board approval is given, the plan will be posted on the Agency website.

Staff request the Board give the Chief Executive Officer the authority to execute the Agency Safety Plan to comply with FTA's Public Transportation Agency Final Rule and the updated Bipartisan Infrastructure Law requirements.

Mayor Freddie O'Connell noted that the staff recommendation in the board book is incorrect. Mayor Paige Brown stated that the staff recommendation be noted as read by Nick Oldham, "staff requests the Board give the Chief Executive Officer the authority to execute the Agency Safety Plan to comply with FTA's Public Transportation Agency Safety Plan Final Rule and the updated Bipartisan Infrastructure Law requirements"

Ed Cole made a motion to approve Agency Safety Plan Update, R-A-26-009. Mayor Freddie O'Connell seconded the motion, and the Executive Committee unanimously approved.

**VII. CEO's Report:** CEO Bland presented the following report:

1. We have continued meetings with a developer in the Cool Springs area of Franklin to explore a potential park-and-ride project on their property, with promising progress. We are still exchanging materials like shelter design concepts, photos of similar facilities in the region, and sample memoranda of understanding, and hope to have an agreement to bring before you in the coming months.
2. We've had very productive corridor partner funding meetings in the Wilson and Rutherford County corridors over the past month, with excellent participation from all partners. Thank you to all who attended.
3. We are working with the City of Mt. Juliet on a license agreement that will allow them to make additional improvements to the public space at the Mt. Juliet Rail Station. You can expect to see that proposed agreement soon.

4. This week, we'll be kicking off our annual operations and maintenance audit for the WeGo Star. In this program, an outside consultant reviews the performance of TSG with respect to a number of operational and regulatory performance criteria. In past years, they have performed extremely well, and we always get great cooperation from them.
  5. We have renewed our community impact partnership agreement with the Nashville SC soccer team. As we did last year, WeGo Public Transit will be providing service on the 84 Murfreesboro Express from Murfreesboro and Antioch to all Saturday Nashville SC home games for \$2.00 each way.
  6. Our update to the nMotion Strategic Service Plan is progressing. Planning staff and consultants working on the update are scheduling virtual interviews with key stakeholders during the week of April 13 and April 20. Members should have received a communication on this and are invited to participate.
  7. In Mayor Hutto's absence, I would be remiss if I did not mention that we will again be operating the WeGo Star to the St. Jude Rock n Roll Marathon on April 25. Through Mayor Hutto's leadership, this event always attracts a corporate sponsor so that all ticket proceeds can be donated to St. Jude's. This year's corporate sponsor is RJ Corman.
- VIII. **Chair's Report:** Mayor Paige Brown - Mayor Brown gave thanks for staff and people behind the scenes during the storm.
- IX. **Other Business:** No other business came before this board.
- X. **Adjournment:** With no further business, Mayor Paige Brown called for a motion to adjourn. Mayor Ken Moore motioned to adjourn the meeting, which was adjourned at 8:58 a.m.

Respectfully submitted:

---

Ed Cole, RTA Secretary & Davidson County  
Governor Appointee

# Regional Transportation Authority of Middle Tennessee

- Committee Discussion Item     Exec. Committee Discussion Item     Board Discussion Item  
 Committee Action Item     Exec. Committee Action Item

Item Number:	R-D-26-011	Meeting Date:	5/20/2026
Item Title:	Monthly Financial Report Compared to Budget		

---

## BACKGROUND:

Attached is a summary of the statement of operations for March 2026 compared to the approved fiscal year (FY) 2026 budget.

Expenses continue to track very close to budgeted levels. Notably, 80% of RTA's diesel and gasoline fuel is hedged annually. Metro completed the fuel hedging contracts for FY2027 in mid-February.

Revenues during the first nine months of FY 2026 were just 1.9% lower than budgeted. This variance is primarily related to the delayed receipt of some regional revenues, which will level out over the next month. In total, passenger fares were 1.8% higher than budgeted and other operating revenues were 12.0% higher than budgeted. All metro subsidies have been exhausted as of March 2026.

After paying off the \$490,000 line of credit in January, RTA's notes payable line increased again to \$700,000 in February due to the Nashville & Eastern Railroad property purchase. State IMPROVE funds are expected to be received before the end of the fiscal year to repay this line.

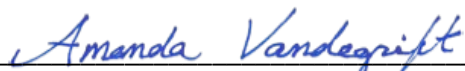
As of March 31, 2026, RTA owed Nashville MTA approximately \$271,164 for services provided. In turn, MTA owes RTA approximately \$60,665 for fares collected.

## STATUS:

Deputy CEO for Finance & Administration Amanda Vandegrift will be available to answer questions.

---

## APPROVED:



*Deputy CEO of Finance and Administration*

**5/20/2026**

*Date*

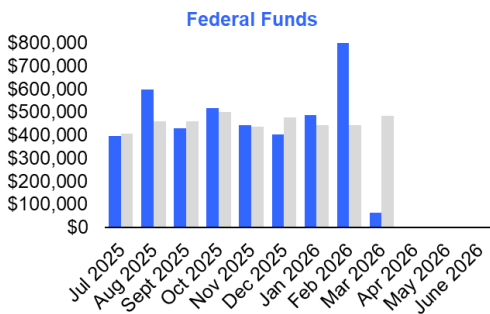
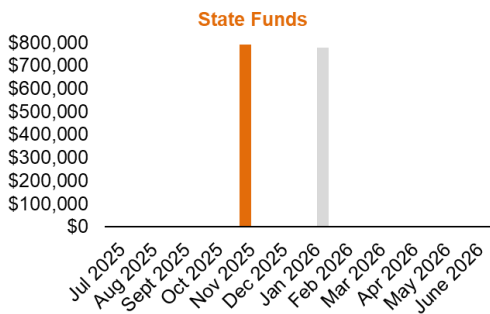
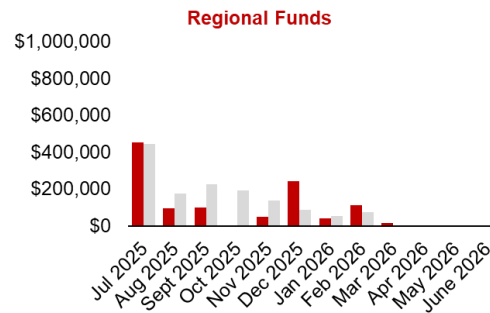
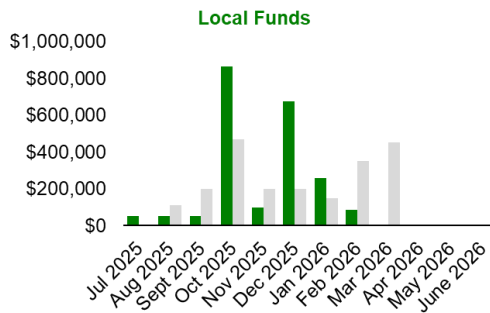
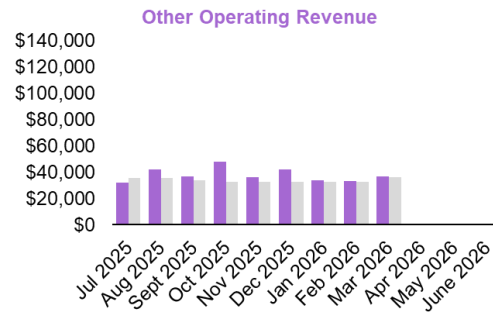
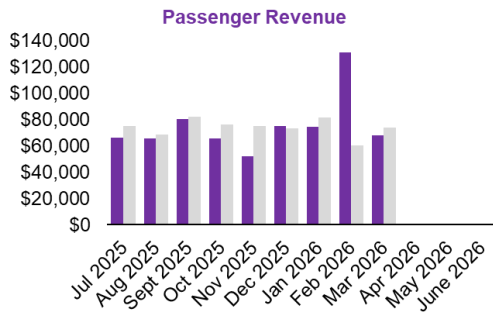
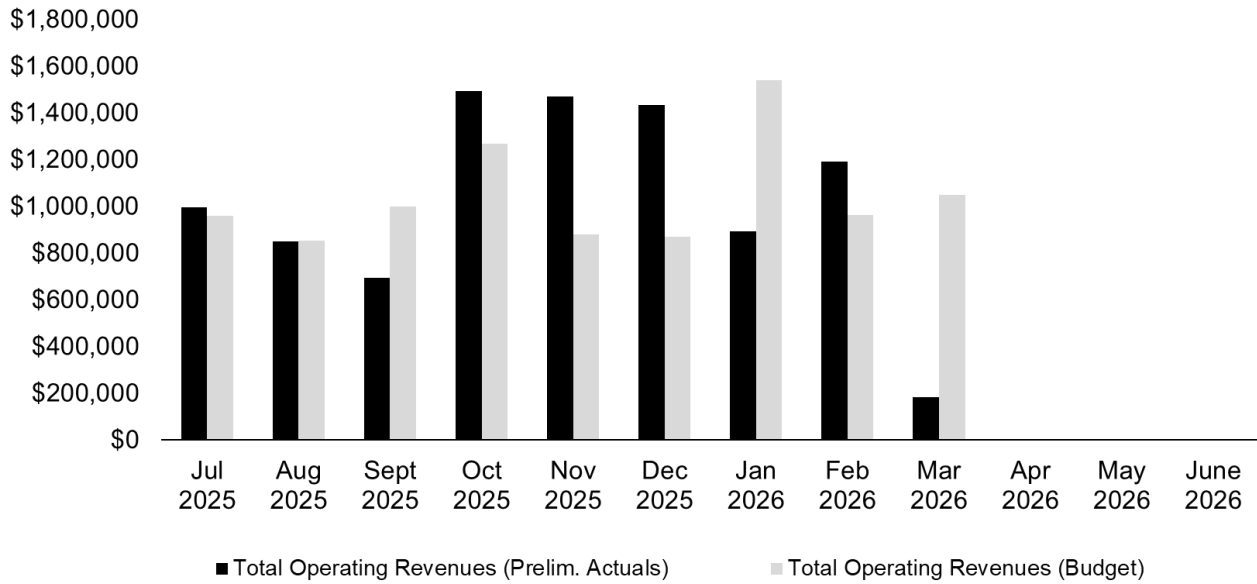
**March 2026 Operating Revenue by Category:**

	<b>March 2026</b>	<b>Fiscal Year To Date</b>	<b>Approved FY 2026 Budget</b>	<b>% Budget To Date</b>
Passenger Revenues (Budget)	73,660	665,650	883,313	75%
Passenger Revenues (Actuals)	67,774	677,846		77%
Other Operating Revenues (Budget)	36,390	303,300	422,560	72%
Other Operating Revenues (Actuals)	36,697	339,685		80%
Local Funds (Budget)	453,114	2,134,514	2,134,514	100%
Local Funds (Actuals)	1	2,134,514		100%
Regional Funds (Budget)	-	1,391,030	1,540,030	90%
Regional Funds (Actuals)	16,917	1,101,856		72%
State Funds (Budget)	-	779,100	779,100	100%
State Funds (Actuals)	-	791,500		102%
Federal Funds (Budget)	484,730	4,108,824	5,515,566	74%
Federal Funds (Actuals)	62,659	4,161,052		75%
<b>Total Operating Revenues (Budget)</b>	<b>1,047,894</b>	<b>9,382,418</b>	<b>11,275,083</b>	<b>83%</b>
<b>Total Operating Revenues (Actuals)</b>	<b>184,048</b>	<b>9,206,453</b>		<b>82%</b>

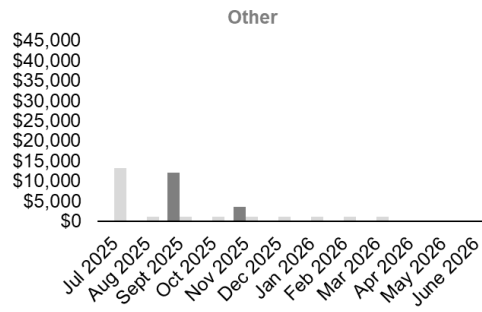
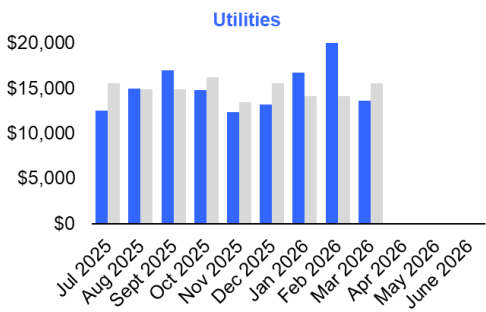
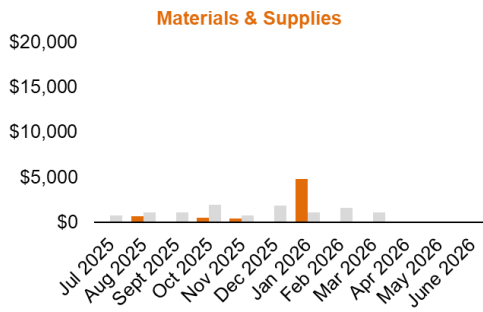
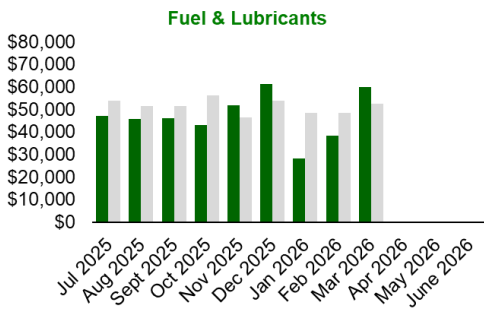
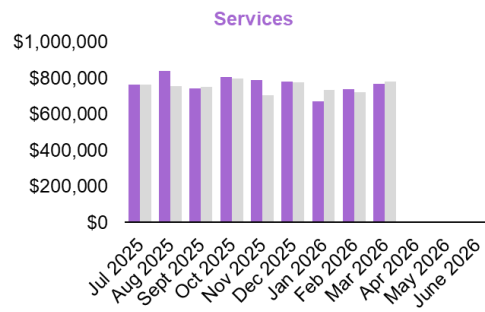
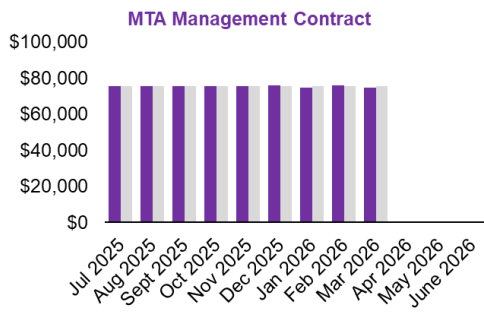
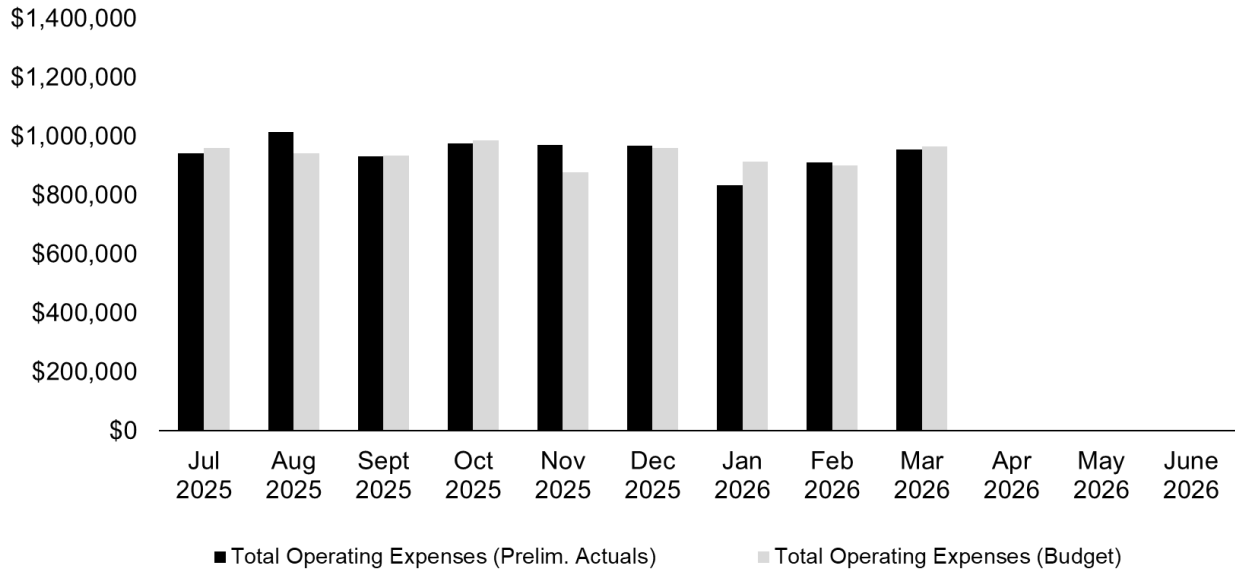
**March 2026 Operating Expenses by Category:**

	<b>March 2026</b>	<b>Fiscal Year To Date</b>	<b>Approved FY 2026 Budget</b>	<b>% Budget To Date</b>
MTA Management Contract (Budget)	75,350	678,150	904,200	75%
MTA Management Contract (Actuals)	74,833	678,150		75%
Services (Budget)	782,539	6,788,986	9,074,638	75%
Services (Actuals)	769,451	6,905,818		76%
Fuel & Lubricants (Budget)	52,600	463,350	616,500	75%
Fuel & Lubricants (Actuals)	60,025	421,634		68%
Materials & Supplies (Budget)	1,054	11,101	15,975	69%
Materials & Supplies (Actuals)	-	6,340		40%
Utilities (Budget)	15,550	134,220	179,450	75%
Utilities (Actuals)	13,607	135,813		76%
Casualty & Liability (Budget)	37,860	345,260	458,920	75%
Casualty & Liability (Actuals)	37,313	338,861		74%
Other (Budget)	1,103	22,131	25,400	87%
Other (Actuals)	-	15,645		62%
<b>Total Operating Expenses (Budget)</b>	<b>966,056</b>	<b>8,443,198</b>	<b>11,275,083</b>	<b>75%</b>
<b>Total Operating Expenses (Actuals)</b>	<b>955,229</b>	<b>8,502,260</b>		<b>75%</b>

## Operating Revenue Monthly Comparisons FY 2026 Actuals vs Budget



## Operating Expenditures Monthly Comparisons FY 2026 Actuals vs Budget



**Regional Transportation Authority  
Statement of Operations Compared to Budget  
For the Period Ending March 2026**

**UNAUDITED**

	Month Actual	Month Budget	Month Var. [F/(U)]	Prior Y-T-D	Current Y-T-D	Budget Y-T-D	Y-T-D Var. [F/(U)]	Annual Budget
<b>REVENUES</b>								
Fare Revenues - Bus	31,497	30,750	747	245,672	237,074	265,580	(28,506)	355,033
Fare Revenues - Train	36,277	35,460	817	345,370	327,422	306,220	21,202	409,380
Fare Revenues - Special Events	-	7,450	(7,450)	102,687	113,349	93,850	19,499	118,900
Advertising Revenue	-	-	-	-	-	-	-	-
Other Non-Transportation Revenue	36,697	36,390	307	322,909	339,685	303,300	36,385	422,560
<b>Total Operating Revenue</b>	<b>104,471</b>	<b>110,050</b>	<b>(5,579)</b>	<b>1,016,638</b>	<b>1,017,531</b>	<b>968,950</b>	<b>48,581</b>	<b>1,305,873</b>
Local Operating Assistance	1	453,114	(453,113)	1,561,786	2,134,514	2,134,514	(0)	2,134,514
Regional Operating Subsidies	16,917	-	16,917	1,385,646	1,101,856	1,391,030	(289,174)	1,540,030
State Operating Assistance	-	-	-	779,100	791,500	779,100	12,400	779,100
<b>Total Operating Assistance</b>	<b>16,918</b>	<b>453,114</b>	<b>(436,196)</b>	<b>3,726,532</b>	<b>4,027,870</b>	<b>4,304,644</b>	<b>(276,774)</b>	<b>4,453,644</b>
CMAQ Operating Revenues	53,849	275,530	(221,681)	2,090,135	2,268,339	2,302,090	(33,751)	3,100,252
<b>Total CMAQ Revenue</b>	<b>53,849</b>	<b>275,530</b>	<b>(221,681)</b>	<b>2,090,135</b>	<b>2,268,339</b>	<b>2,302,090</b>	<b>(33,751)</b>	<b>3,100,252</b>
Capital Operating Reimbursement	8,809	209,200	(200,391)	2,094,608	1,892,713	1,806,734	85,979	2,415,314
CARES Act Operating Reimbursement	-	-	-	300,000	-	-	-	-
American Rescue Plan OPS Reimbursement	-	-	-	-	-	-	-	-
<b>TOTAL CAPITAL OPERATING REVENUES</b>	<b>8,809</b>	<b>209,200</b>	<b>(200,391)</b>	<b>2,394,608</b>	<b>1,892,713</b>	<b>1,806,734</b>	<b>85,979</b>	<b>2,415,314</b>
<b>Total Revenue</b>	<b>184,048</b>	<b>1,047,894</b>	<b>(863,846)</b>	<b>9,227,913</b>	<b>9,206,453</b>	<b>9,382,418</b>	<b>(175,965)</b>	<b>11,275,083</b>
Labor & Fringes	74,833	75,350	517	678,150	678,150	678,150	-	904,200
Services	769,451	782,539	13,088	6,412,059	6,905,818	6,788,986	(116,832)	9,074,638
Fuel & Lubricants	60,025	52,600	(7,425)	486,327	421,634	463,350	41,716	616,500
Parts, Materials & Supplies	-	1,054	1,054	7,319	6,340	11,101	4,761	15,975
Utilities	13,607	15,550	1,943	129,126	135,813	134,220	(1,593)	179,450
Casualty & Liabilities	37,313	37,860	548	330,236	338,861	345,260	6,399	458,920
Other Miscellaneous Expenses	-	1,103	1,103	26,621	15,645	22,131	6,486	25,400
<b>Total Expenses</b>	<b>955,229</b>	<b>966,056</b>	<b>10,827</b>	<b>8,069,839</b>	<b>8,502,260</b>	<b>8,443,198</b>	<b>(59,062)</b>	<b>11,275,083</b>
Surplus/(Deficit) before GASB 33	(771,181)	81,838	(853,019)	1,158,074	704,193	939,220	(235,027)	-
CARES Act Capital Reimbursement	-	-	-	74,361	199,832	-	199,832	-
Capital Asset Purchases	1,095,190	-	1,095,190	1,695,146	3,006,861	-	3,006,861	-
Depreciation	(379,240)	-	(379,240)	(2,469,474)	(2,795,462)	-	(2,795,462)	-
(Loss)Gain on Sales	-	-	-	-	(244,513)	-	(244,513)	-
<b>Surplus /(DEFICIT)</b>	<b>(55,231)</b>	<b>81,838</b>	<b>(137,069)</b>	<b>458,108</b>	<b>870,912</b>	<b>939,220</b>	<b>(68,308)</b>	<b>-</b>

**Regional Transportation Authority  
Summary Comparative Balance Sheet  
For the Period Ending March 2026  
Unaudited**

	This Month March	Fiscal YE 2025 June
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and Equivalents	3,255,702	2,924,525
Investment Accounts	7,019,571	7,073,667
Receivables from Federal, State, and Local Gov't	1,485,476	1,082,812
Accounts Receivable	172,688	102,078
Inventory - parts	563,946	602,903
Prepaid Expenses and Other	103,956	29,724
<b>TOTAL CURRENT ASSETS</b>	<b>12,601,339</b>	<b>11,815,709</b>
<b>PROPERTY AND EQUIPMENT</b>		
Land	3,382,052	3,382,052
Buildings, Shelters, and Benches	19,979,578	19,411,777
Revenue Equipment and Parts	31,066,834	31,011,110
Office Furniture and Equipment	1,849,687	1,849,687
Guideway Improvements	10,558,139	10,558,139
Work in Progress	3,286,927	800,945
	70,123,217	67,013,710
Less Accum Depreciation and Amortization	(34,467,248)	(31,427,273)
<b>TOTAL PROPERTY AND EQUIPMENT, NET</b>	<b>35,655,969</b>	<b>35,586,437</b>
<b>TOTAL ASSETS</b>	<b>48,257,308</b>	<b>47,402,146</b>
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	892,108	1,214,884
Accrued Expenses	20,784	27,096
Deferred Revenue	6,085,666	5,982,327
Notes Payable	700,000	490,000
<b>TOTAL CURRENT LIABILITIES</b>	<b>7,698,558</b>	<b>7,714,307</b>
Federal Govt Capital Grants	13,790,308	13,790,310
<b>INVESTED IN CAPITAL ASSETS</b>	<b>13,790,308</b>	<b>13,790,310</b>
<b>NET ASSETS</b>		
Unrestricted	25,897,530	28,115,890
Current Year Surplus(Deficit)	870,912	(2,218,361)
<b>TOTAL NET ASSETS</b>	<b>26,768,442</b>	<b>25,897,529</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>48,257,308</b>	<b>47,402,146</b>

	Current	> 30 days	> 60 Days	> 90 days	Total
Accounts Receivables	\$172,688	\$0	\$0	\$0	\$172,688
	100.0%	0.0%	0.0%	0.0%	100%
Accounts Payable	\$867,097	\$6,653	\$5,916	\$12,442	\$892,108
	97.2%	0.7%	0.7%	1.4%	100%

# Regional Transportation Authority

*of Middle Tennessee*

## Board Action Item

Item Number:	R-A-26-010	Meeting Date:	05/20/2026
Item Title:	RTA Revolving Line of Credit Renewal		

---

### BACKGROUND:

RTA has an operating line of credit through Fifth-Third Bank in the amount of \$5 million for general borrowings to cash flow expenses for RTA. The maturity date for the current line of credit is June 30, 2026.

It is sometimes difficult to forecast the availability of future federal grant funding, making it imperative to renew RTA's line of credit to ensure timely cash flow for expenses. One of the fees on the line is a non-use fee of 7.5 basis points, which is charged quarterly for any unused portion of the line. In order to minimize that expense, we are recommending that RTA open only \$3.0 million of the line to be subject to the non-use fee. Should we need additional capacity, RTA could choose to contact the bank to open the additional line up to \$5 million in \$500,000 increments as needed. All covenants have been met on the current line of credit. The additional costs to renew the line include attorney's fees and a small closing fee.

RTA's renewal will have no changes from recent years and will continue to be based on the Prime rate minus 1.8% with the same non-use fee of 7.5 basis points. These expenses have been included in the draft FY2027 budget. The line of credit is for general use to pay for expenses incurred that are reimbursable by a federal grant. Any borrowings are contingent upon the receipt of federal funding when the grant funding becomes available.

### RECOMMENDATION:

Staff is recommending that the Board authorize the CEO to enter into the final year of a five-year revolving line of credit agreement for up to \$5 million with Fifth Third Bank based upon the terms explained above for the period from July 1, 2026, to June 30, 2027.

---

### APPROVED:

\_\_\_\_\_  
*Board Secretary*

5/20/2026

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

# Regional Transportation Authority

of Middle Tennessee

## Board Action Item

Item Number:	RTA-A-26-011	Meeting Date:	05/20/2026
Item Title:	RTA/MTA Revenue Sharing Agreement		

---

### BACKGROUND:

In June 2020, the RTA Board approved the first Revenue Sharing Agreement with Nashville Metropolitan Transit Authority (MTA) for the new WeGo Ride Program, an employer-paid transit pass program for WeGo Public Transit services. Seven years since its inception, the WeGo Ride program has grown beyond a commuter program into a resource for employees, students, and other civic entities. Currently, the WeGo Ride program has over 70 partners across a variety of industry sectors in our region, including hospitality, education, infrastructure, technology, and more.

Under the Revenue Sharing Agreement, Nashville MTA is the master contractor of the WeGo Ride program and similar fare programs, with revenue splits between the Nashville MTA and RTA that compensate both agencies in proportion to the overall use of the program. Revenues collected are allocated to each agency using a formula that weighs average fare and ridership equally. This is tested annually as part of the Conflict of Interest Review, which was most recently reviewed by the RTA Board in January 2026. The revenue split calculation is typically done at the end of July, once all ridership for the fiscal year for both agencies has concluded.

### RECOMMENDATION:

Staff is requesting that the Board approve the renewal of the Revenue Sharing Agreement with MTA for the period of July 1, 2026, through June 30, 2027. Nashville MTA will continue to be the Master Contractor for the WeGo Ride Program and similar fare programs and will share revenues with RTA based upon the calculated formula. Each Board will review the agreement annually to assess if any changes should be made to the Agreement going forward.

---

### APPROVED:

5/20/2026

---

Board Secretary

---

Date

# Regional Transportation Authority of Middle Tennessee

- Committee Discussion Item     Exec. Committee Discussion Item     Board Discussion Item  
 Committee Action Item     Exec. Committee Action Item

Item Number:	R-D-26-012	Meeting Date:	5/20/2026
Item Title:	Monthly Operating Statistics		

## BACKGROUND:

Attached are monthly operating statistics for March 2026.

### Total RTA ridership

Total RTA ridership grew 12.8% in March 2026 compared to March 2025, with RTA bus ridership up 16.3% and WeGo Star ridership up 9.3%. Fiscal year ridership is up 4.6% over FY2025 through March. Growth was strongest in the Southeast Corridor (Routes 84 and 86), where ridership increased 43.1% year over year, reflecting sustained demand increase on those routes.

### RTA Bus & Rail Safety

RTA bus services recorded one accident in March 2026, compared to zero in March 2025. It is a considerable improvement over February 2026 which included 5 accidents. WeGo Star operated accident free for the month and remains at zero accidents fiscal year to date.

### Operational reliability

RTA bus trip completion was 99.67%, slightly above the prior year, while WeGo Star trip completion was 99.24% against a perfect prior year month. On-time performance held steady on both modes at 81.2% for RTA bus and 98.9% for WeGo Star.

RTA Bus provided service for Nashville SC soccer at Geodis Park 3 games in March, on the 7th, 11th & 21st supporting continued growth of special event ridership. Planning for the 2026 Titans season is also underway in coordination with the team.

## CURRENT STATUS:

Staff are available to address committee members' questions regarding the attached report. Please direct any inquiries to Andy Burke.

## APPROVED:



Chief Operating Officer

5/20/2026

Date

# RTA Monthly Dashboard Report \*

Metric	March 2026	March 2025	Pct. Change
<b>Ridership</b>			
Total RTA Bus Passengers	15,325	13,180	16.3%
WeGo Star Passengers	13,974	12,788	9.3%
Total RTA Passengers	29,299	25,968	12.8%
Percentage of Pre-Pandemic Ridership	55.8%	49.4%	12.8%
<b>Safety</b>			
RTA Bus Total Accidents	1	0	N/A
WeGo Star Total Accidents	0	0	N/A
RTA Bus Total Miles btwn Accidents	50,744	N/A	N/A
WGS Total Miles btwn Accidents	N/A	N/A	N/A
<b>Service Quality</b>			
RTA Bus Total Trip Completion %	99.67%	99.39%	0.28%
WeGo Star Total Trip Completion %	99.24%	100.00%	-0.76%
RTA Bus Total Miles btwn Service Interruption	8,934	4,899	82.4%
WGS Total Miles btwn Service Interruption	3,479	N/A	N/A
<b>On-Time Performance ^</b>			
RTA Bus	81.2%	81.3%	-0.2%
WeGo Star	98.9%	99.2%	-0.3%
<b>Customer Care</b>			
RTA Bus Total Passengers per Complaint	1,179	775	52.1%
WeGo Star Passengers per Complaint	6,987	12,788	-45.4%

\* RTA Dashboard submitted for discussion and for Committee and Board review.

^ On Time Performance reporting began September 2017.

N/A - metric cannot be calculated with 0 values. Indicates no events in one or both reporting periods.

# RTA Fiscal Year Dashboard Report \*

Metric	FY2026 March	FY2025 March	Pct. Change
<b>Ridership</b>			
Total RTA Bus Passengers	114,162	113,036	1.0%
WeGo Star Passengers	108,806	94,302	15.4%
Total RTA Passengers	222,968	207,338	7.5%
Percentage of Pre-Pandemic Ridership	47.3%	44.0%	7.5%
<b>Safety</b>			
RTA Bus Total Accidents	24	9	166.7%
WeGo Star Total Accidents	0	4	-100.0%
RTA Bus Total Miles btwn Accidents	18,895	47,341	-60.1%
WGS Total Miles btwn Accidents	N/A	14,706	N/A
<b>Service Quality</b>			
RTA Bus Total Trip Completion %	99.35%	98.94%	0.41%
WeGo Star Total Trip Completion %	99.87%	99.42%	0.45%
RTA Bus Total Miles btwn Service Interruption	4,561.2	2,827.3	61.3%
WGS Total Miles btwn Service Interruption	19,818.7	4,524.9	338.0%
<b>On-Time Performance ^</b>			
RTA Bus	79.7%	80.7%	-1.2%
WeGo Star	97.2%	96.9%	0.3%
<b>Customer Care</b>			
RTA Bus Total Passengers per Complaint	951	927	2.7%
WeGo Star Passengers per Complaint	9,067	6,287	44.2%

\* RTA Dashboard submitted for discussion and for Committee and Board review.

^ On Time Performance reporting began September 2017.

N/A - metric cannot be calculated due to not being divisible by "0"

# RTA Operations Dashboard Glossary

Metric	Definitions
<b>Ridership</b>	
<b>Total Passengers</b>	
RTA Bus	Total fixed route passenger boardings on all MTA operated RTA routes (84, 86, 93, 96) and Anchor operated RTA routes (87, 88, 89, 91, 92, 94, 95)
WeGo Star	Total passenger boardings on WeGo Star Rail Service
<b>Safety</b>	
RTA Bus Accidents	A motor vehicle collision, either preventable or non-preventable, in which the Operator did not do everything reasonable to avoid a collision, committed an error or failed to react to the errors of others. A motor vehicle collision in which the Operator committed no driving error and reacted reasonably to the errors of others. (Anchor & MTA operated RTA metrics combined)
WeGo Star Accidents	Accident – an unexpected, unforeseen, or unintended event that causes injury, loss, or damage. These events can include any event arising from the operation of the railroad which results in the death of any person; or an injury to any person that requires medical treatment, except suicides or attempted suicides; any collision between railroad on-track equipment and an automobile, bus, truck, motorcycle, occupied bicycle, pedestrian or trespasser at any location on the railroad; any collision, derailment, fire, explosion, failure of equipment or infrastructure, act of nature, or other event involving damage to the railroad’s on-track equipment, signals, track, track structures, and/or roadbed.
<b>Service Quality</b>	
RTA Bus Missed Trips	The total number of Bus revenue trips not completed or departing more than 30 minutes late -vs- scheduled. (Anchor & MTA operated RTA metrics combined)
WeGo Star Missed Trips	A train that is disabled in transit or cancelled prior to embarking. A missed trip is reported as an annulment and is when the train is cancelled and doesn’t complete the run or make it to its final destination.
RTA Bus Trip Completion Percentage	Percentage of one-way fixed route revenue trips completed versus scheduled.
WeGo Star Trip Completion Percentage	Percentage of one-way rail trips completed versus scheduled.

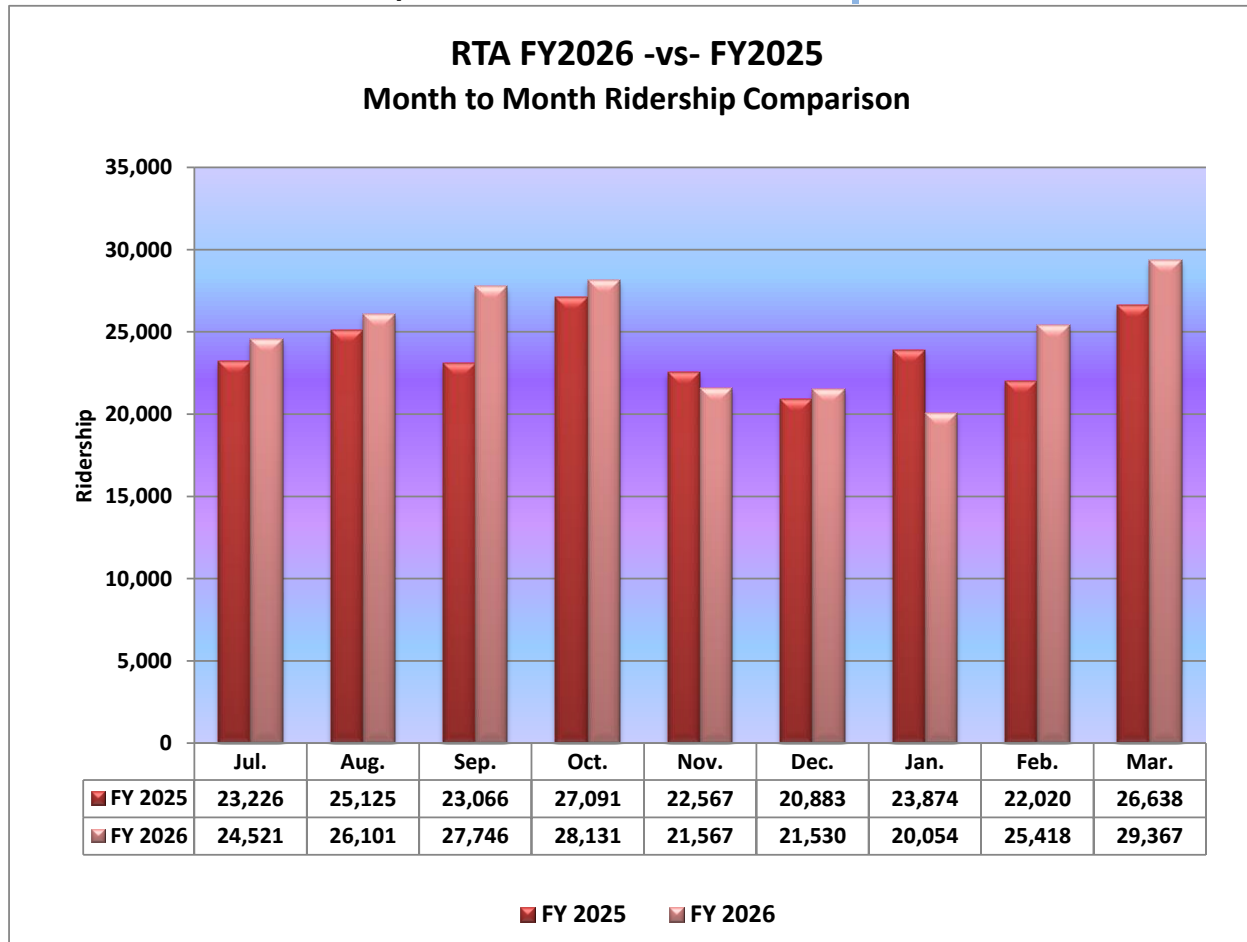
# RTA Operations Dashboard Glossary

Metric	Definitions
<b>On-Time Performance</b>	
RTA Bus OTP	MTA operated RTA routes - OTP is the Percentage of total scheduled fixed route timepoint departures occurring between 59 seconds early and 5 minutes 59 seconds late obtained from AVL data. Anchor operated routes - OTP is the Percentage of total scheduled fixed WeGo Central route arrivals and departures occurring no later than 5 minutes 59 seconds late obtained from data provided by Anchor personnel. (Anchor & MTA operated RTA metrics combined based on a weighted average of total trips)
WeGo Star OTP	A train is considered on time when the train arrives at the final destination less than 6 minutes from the scheduled time. If a train is held up for 6 minutes or longer it is considered delayed and not on time. Intermediate station times are not included.
<b>Customer Care</b>	
<b>Passengers Carried Per Complaint</b>	
RTA Bus	Total RTA Bus passengers divided by total RTA Bus customer complaints. (Anchor & MTA operated RTA metrics combined)
WeGo Star	Total WeGo Star passengers divided by total WeGo Star customer complaints.



**REGIONAL TRANSPORTATION AUTHORITY  
FISCAL YEAR & MONTH TO MONTH RIDERSHIP COMPARISON: FY2026 -vs- FY2025**

	Month to Month Comparison			Fiscal Year Comparison		
	Mar-25	Mar-26	Percentage Change	FY 2025	FY 2026	Percentage Change
WeGo Star	12,788	13,974	9.3%	94,302	108,806	15.4%
Express Bus & Shuttle Services	13,180	15,325	16.3%	113,036	114,162	1.0%
RTA VanStar Vanpool Service	670	68	-89.9%	7,152	1,467	-79.5%
<b>Total RTA Ridership</b>	<b>26,638</b>	<b>29,367</b>	<b>10.2%</b>	<b>214,490</b>	<b>224,435</b>	<b>4.6%</b>





**NASHVILLE AND REGIONAL TRANSPORTATION AUTHORITY  
FISCAL YEAR & MONTH TO MONTH RIDERSHIP COMPARISON: FY2026 -vs- FY2025**

	Month to Month Comparison			Fiscal Year		
	Mar-25	Mar-26	Change	FY 2025	FY 2026	Change
<b>MTA Local Bus Service</b>	727,321	873,736	20.1%	6,506,051	7,063,836	8.6%
<b>MTA Local Paratransit Service</b>	36,033	48,203	33.8%	303,766	373,968	23.1%
<b>RTA Regional Bus Service</b>	13,180	15,325	16.3%	113,036	114,162	1.0%
<b>RTA VanStar Vanpool Service</b>	670	68	-89.9%	7,152	1,467	-79.5%
<b>RTA Regional Rail Service</b>	12,788	13,974	9.3%	94,302	108,806	15.4%
<b>* RTA Special Events Rail Service</b>	0	0	N/A	10,584	8,292	-21.7%
<b>Subtotal RTA Rail Service</b>	12,788	13,974	9.3%	104,886	117,098	11.6%
<b>Subtotal MTA &amp; RTA Bus &amp; Rail Service</b>	789,992	951,306	20.4%	7,034,891	7,670,531	9.0%
<b>Williamson County VanStar Vanpool Service</b>	5,680	6,357	11.9%	48,793	49,769	2.0%
<b>Murfreesboro ROVER Local Bus Service</b>	8,582	9,001	4.9%	80,206	75,219	-6.2%
<b>Franklin Transit Local Bus Service</b>	7,034	6,876	-2.2%	71,579	68,215	-4.7%
<b>Clarksville Transit Local Bus Service</b>	39,801	40,540	1.9%	360,664	359,570	-0.3%
<b>Total Area Ridership</b>	851,089	1,014,080	19.2%	7,596,133	8,223,304	8.3%

# REGIONAL TRANSPORTATION AUTHORITY

## ROUTE PERFORMANCE INDICATOR REPORT

For the Month of: March 26



Rte. No.	Route Name	Monthly Ridership	Ridership Change vs Last Year	Revenue Hours Of Service	Average Passengers	
					Per Trip	Per Hour
<b>CORRIDOR SERVICE COMPARISONS - COMMUTER BUS SERVICE</b>						
	North Corridor (Route 87)	2,132	5.3%	206	12	10.3
	Northwest Corridor (Routes 89 & 94)	2,850	2.2%	362	9	7.9
	South Corridor (Route 95)	1,175	1.6%	252	7	4.7
	Southeast Corridor (Route 84 & 86)	4,602	43.1%	961	7	4.8
<b>EXPRESS BUS ROUTE SERVICE</b>						
84	Murfreesboro Express	3,462	37.7%	772	7	4.5
86	Smyrna - LaVergne	1,140	62.4%	190	7	6.0
87	Gallatin - Hendersonville	2,132	5.3%	206	12	10.3
88	Dickson	560	-18.5%	103	6	5.4
89	Springfield - Joelton	487	-9.0%	122	6	4.0
94	Clarksville	2,363	4.8%	240	11	9.9
95	Spring Hill - Franklin	1,175	1.6%	252	7	4.7
	<b>Express Bus Route Totals</b>	<b>11,319</b>	<b>14.6%</b>	<b>1,884</b>	<b>8</b>	<b>6.0</b>
<b>OTHER ROUTES</b>						
64	Star Downtown Shuttle	794	108.4%	58	5	13.8
93	Star West End Shuttle	3,212	2.0%	83	18	38.8
	<b>RTA Bus Route Monthly Totals</b>	<b>15,325</b>	<b>14.3%</b>	<b>2,025</b>	<b>9</b>	<b>7.6</b>
<b>COMMUTER RAIL SERVICE</b>						
90	WeGo Star Commuter Rail	13,974	9.3%	251	53	55.6
	<b>RTA Commuter Rail and Bus Total</b>	<b>29,299</b>	<b>11.9%</b>	<b>2,276</b>	<b>14</b>	<b>12.9</b>

# Regional Transportation Authority

*of Middle Tennessee*

## Board Action Item

Item Number:	RTA-A-26-012	Meeting Date:	05/20/2026
Item Title:	RTA/MTA Management Contract Renewal		

### BACKGROUND:

RTA is currently operating under a management contract with the Nashville Metropolitan Transit Authority (MTA) where MTA provides management services to oversee all operations of the RTA. The current contract was approved by the RTA Board in 2021 for five years with an expiration of June 30, 2026. The new proposed contract includes a renewal of the prior contract beginning July 1, 2026 and ending June 30, 2032. There is also a termination clause in the contract that allows either party to terminate the contract for any reason at any time with a 30-day written notice to the other party.

The contract states that "MTA Staff will provide executive leadership and administrative support for the RTA to carry out Financial Duties and Administrative Duties as provided herein, which shall include but not be limited to, operations, maintenance and acquisition of properties, finances, facilities and equipment, and the employment of personnel, or contracting for services, and the execution and implementation of RTA powers and duties set forth in Tennessee Code Annotated §§64-8-101 et. Seq and 64-8-201, et. Seq. all of which MTA is authorized to undertake and accomplish." The contract terms include a provision that allows the compensation to be adjusted beginning July 1, 2027 and each year thereafter for the life of the contract by mutual agreement of both parties. The contract value has historically been adjusted 2% to 3% every two years to account for wage and inflationary increases absorbed by MTA since MTA does not charge RTA for any separate overhead expenses such as office space, utilities, materials and supplies, etc. The final two years of the existing contract's value remained unchanged at \$904,200 between July 1, 2024 and June 30, 2026. Following two years of no increases, this contract includes a 3.5% increase for a total new annual contract value of \$936,000. This amount will be included in the proposed FY2027 budget.

The following list, while not exhaustive, gives a good representation of what functions and tasks are being performed for RTA and demonstrates the value RTA receives for the management services provided by MTA staff.

### Customer Relations

- Call center for customer inquiries
- Customer Service counter ticket sales
- Bulk ticket sales on-line and phone orders
- Manage Emergency Ride Home Program
- Management of Community Impact Partners
- Printing and distribution of route schedules
- Management of WeGo Ride program
- Maintain phone systems for call center

### Facilities and Development/Engineering

- Use of WeGo Central bus bays downtown for regional buses
- Provide office space, office equipment and computer network support
- Maintenance of train stations
- Maintain Park & Ride lots
- Leasing of stations for special events
- Acquire property for stations and park & ride lots
- Mt Juliet Station parking lot expansion
- Purchase of new buses and train cars

## Financial

- Annual Financial Audit Report
- Monthly financial statements compared to budget
- Develop annual operating budgets
- Management of Regional partner reserves
- Accounts payable
- Cash management
- Negotiations for banking line of credit
- Regular banking relationships
- Maintain accounting general ledgers
- Collect and account for fare collection
- Invoicing and collection of ticket sales
- Required annual reporting to various government agencies
- Manage and complete audit finding action plans to avoid repeat findings, if applicable
- Monitor and spot check train parts inventory
- Management of the QuickTicket back office
- State Comptroller Audits

## Planning, Grants and Scheduling

- Monitor and manage the Transportation Improvement Plan (TIP)
- Grant Applications
- Grant revisions and amendments
- Grant compliance
- Quarterly grant reporting to FTA
- Quarterly meetings with FTA for rail oversight
- Public Hearings on schedule or fare changes
- Service planning for regional bus service
- Management and monitoring all routes for schedule adherence
- Route adjustments due to change in Park & Ride lot locations
- Title VI plan, compliance and monitoring
- Develop FTA required Transit Asset Management Plan
- Searching for new park & ride locations
- Represent RTA in MPO Technical Coordinating Committee meetings
- Coordinate and work with MPO and regional partners on annual federal funding allocations
- National Transit Data base (NTD) monthly and annual reporting to FTA
- Meet with businesses, municipalities, stakeholders regarding service requests
- Conduct regional studies – Star Future Vision Plan, Regional Park & Ride, New Regional Multimodal Mobility Plan Study

## Operations and Safety

- Manage and monitor third party buses
- Manage and monitor commuter rail services
- Manage third party quality control contractor
- Maintain fare box and ticket vending machines
- Have supervisors at Riverfront for schedule adherence of train and address customer questions
- Have Supervisors at downtown intermodal for schedule adherence and answer customer questions
- Provide all radio communications
- Federal Rail audits
- State track inspection audits
- Procure annual insurance policies for liability, property damage and director and officer's
- Coordinate with third party administrator for any accidents or injuries
- Reconcile month regional bus invoices to scheduled service and charge liquidated damage for schedule adherence failures
- Manage security at Riverfront Station and our downtown transfer facility
- Inspect 3<sup>rd</sup> party vehicles and rail equipment and vehicles and review maintenance records
- Manage the QuickTicket Fare Collection System

## Marketing

- Website development and management
- Create Route schedules
- Manage and promote special events
- Promote Community Impact Partner initiatives
- Production of brochures and system maps
- Social media
- Public information
- Media relations
- Public records requests
- Marketing promotions

## Executive

- Interaction with regional mayors
- Budget presentations to Nashville Mayor and Metro Council
- Public hearings
- Develop and manage capital budgets
- Capital project oversight
- Short-term and long-term planning
- Quarterly Nashville & Eastern Rail Authority Board meetings
- Cheatham County Rail Authority Planning
- Donelson Transit Center project
- Murfreesboro Park and Ride project

**RECOMMENDATION:**

Staff recommends that the Board approve the new contract effective July 1, 2026 through June 30, 2032. Staff also recommends that the Board approve the Year 1 amount for the contract for MTA to manage and oversee all operations of the RTA at an annual cost of \$936,000, or \$78,000 per month. The contract price shall become effective July 1, 2026 and terminate June 30, 2027.

---

**APPROVED:**

\_\_\_\_\_  
*Board Secretary*

**5/20/2026**

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

## MANAGEMENT AGREEMENT

This Management Agreement (“Agreement”) is made and entered as of the **July 1, 2026**, by and between the Regional Transportation Authority of Middle Tennessee, (hereinafter referred to as the “RTAMT”), and the Metropolitan Transit Authority (hereinafter referred to as the “MTA”).

**WHEREAS**, the Regional Transportation Authority of Middle Tennessee (RTAMT) serves cities and counties within the region regarding the provision of efficient and effective alternate modes of transportation; and

**WHEREAS**, the RTAMT was created by the Tennessee General Assembly to plan for and implement plans for mass transit services; and

**WHEREAS**, the RTAMT, pursuant to Tennessee Code Annotated § 64-8-205, requests MTA Staff to manage the RTAMT’s financial duties and responsibilities, including, but not limited to, identifying and obtaining revenue sources, managing cash flow issues, obtaining funding from government sources, and preparing and submitting for approval annual budgets (“Financial Duties”) in the current and future fiscal years; provided, however, that MTA assumes no liability for the debts and financial problems of the RTAMT, including but not limited to, any budget shortfalls; and

**WHEREAS**, the MTA Staff, through the efforts of MTA’s chief executive officer (“CEO”) and employees of the Davidson Transit Organization (“DTO”), has the staff capabilities to assist the RTAMT by the provision of professional staff, administrative and financial management, office space, project, program and support services, and the administration of grants and contracts (“Administrative Duties”); and

**WHEREAS**, the RTAMT Board, not the MTA Board, shall have complete oversight and responsibility for the Financial Duties and Administrative Duties of the TRAMT as more fully set forth herein in paragraph 1 regarding services provided ; and

**WHEREAS**, Tennessee Code Annotated § 12-9-108, authorizes public agencies of the State of Tennessee such as the MTA and the RTAMT to contract with one another for the provision of any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform, and Tennessee Code Annotated §64-8-205 authorizes RTAMT to contract with other governmental agencies such as MTA for the provision of management and related services; and

**WHEREAS**, MTA is willing to provide the services and functions described herein, and RTAMT desires to contract with MTA for the provision of the services and functions described herein.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and promises herein set forth, and other good and valuable consideration, receipt and legal sufficiency of which is hereby acknowledged, the RTAMT and MTA do mutually agree as follows:

**Section 1. Services provided by MTA.** Through the efforts of the MTA CEO and DTO employees working on RTA matters (collectively the “MTA Staff”), MTA Staff will provide executive leadership and administrative support for the RTA to carry out Financial Duties and Administrative Duties as provided herein, which shall include but not be limited to, operations, maintenance and acquisition of properties, finances, facilities and equipment, and the employment of personnel, or contracting for services, and the execution and implementation of RTAMT powers and duties set forth in Tennessee Code Annotated §§64-8-101 et. Seq and 64-8-201, et. Seq. all of which MTA is authorized to undertake and accomplish.

MTA Staff will implement the regional transit plan as developed and adopted by the Nashville Area Metropolitan Planning Organization and endorsed by the RTAMT Board. Through its planning department and outside consultants, MTA Staff will develop a short-range master plan to deliver services and bring transit awareness to those jurisdictions under RTAMT’s jurisdiction.

The MTA Board shall have no oversight or responsibility for the execution and administration of this Agreement. All oversight and responsibilities for the execution and administration of this Agreement lies with the RTAMT Board.

**Section 2. Management of RTA.** MTA’s CEO shall continue as the CEO of MTA and will serve as the RTAMT’s CEO and, as the RTAMT’s CEO, will report to the RTAMT Board. The MTA CEO’s duties and responsibilities as RTAMT CEO are the duties and responsibilities specified in this Agreement, the duties and responsibilities contained in the RTAMT Bylaws, and the duties and responsibilities as directed from time to time by the RTAMT Board.

**Section 3. Coordination with RTA Board.** MTA Staff will follow established RTAMT Board policies and provide management assistance to the RTAMT Board committee structure, which may be comprised of the following committees: Finance, Operations, Marketing and East, North/Northeast and Southeast Corridor Committees, and other committees that may from time to time be established.

**Section 4. Employees.** DTO is the nonprofit corporation that employs the personnel at MTA, except for the MTA CEO.

It is expressly agreed and understood that the employees assigned to the RTAMT pursuant to this Agreement are deemed to be employees of DTO for all employment, benefit, and liability purposes. It is further expressly agreed and understood that MTA Staff may work on matters not related to the RTAMT. It is the intent and purpose of this Agreement that no vicarious liability shall be imposed upon the RTAMT for any actions of MTA Staff in the performance of this Agreement nor shall the doctrine of respondent superior be applicable to the RTAMT through this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship between RTAMT and the MTA Staff.

**Section 5. Compensation paid by RTAMT for MTA Services.** RTAMT shall pay **\$78,000** per month to MTA for management services. By mutual agreement of the parties, the compensation paid by RTAMT for MTA services rendered may be adjusted beginning July 1 of each year for the life of the contract.

MTA shall not charge RTAMT for MTA overhead expenses, unless overhead expenses are paid by mutual written agreement of the parties. MTA shall be reimbursed for direct RTAMT expenses incurred by MTA on behalf of the RTAMT and the payment of said expenses shall be reported to the RTAMT Board as set forth in Section 6.

**Section 6. Financial/Reporting.** MTA's Staff shall prepare monthly financial statements for review by the RTAMT Board. In its monthly reporting, MTA Staff shall provide separate line items which report the funds paid to MTA for its compensation as set forth in **Section 5** and any other funds paid to MTA and the reason therefor.

The parties acknowledge that they share funding sources, and they agree to cooperate in good faith consistent with past practices in seeking such funds.

**Section 7. Employment of Professionals.** RTAMT may employ professionals, such as attorneys and accountants, on behalf of the RTAMT, to be paid by RTAMT, subject to RTAMT Board approval and in accordance with RTAMT policies and procedures.

**Section 8. Debts and Liabilities of RTAMT.** MTA and MTA Staff shall not be liable or have any responsibility for the payment of any debt incurred by the RTAMT, whether said debt was incurred in the past or will be incurred in the future. RTAMT shall be liable for all expenses and debts incurred in the past or to be incurred by it, or on its behalf, in the future. MTA's sole responsibility regarding financial matters is to administratively manage on behalf of the RTAMT and its Board all funds that come into the hands of the RTAMT as of, or from and after, the Effective Date of the Agreement with the goal of keeping RTAMT on a sound financial basis. MTA shall contribute its professional expertise as a transit system operator to manage RTAMT's current and future RTAMT budgets through economies of scale and/or increased revenues. Should adequate additional or sufficient funds not be available, the terms of the Agreement by mutual agreement, may be altered to conform with the availability of funds.

Nothing in this section prohibits either party from terminating the agreement as provided in **Section 9**. Anything in this Agreement to the contrary notwithstanding, MTA shall not have any liabilities, except as expressly assumed in this Agreement, regardless of whether adequate and sufficient funds are received or whether or not MTA terminates the Agreement.

**Section 9. Effective Date and Termination.** The Effective Date of this Agreement is **July 1, 2026**. The Agreement shall automatically terminate on **June 30, 2032**, without the necessity of further notice by either party. Either party may terminate the Agreement for any reason at any time **with thirty (30) days written notice** to the other party.

In the event of any termination of the Agreement by either party, RTAMT shall pay MTA the amounts to which it is entitled in accordance with this Agreement prior to and up to the

termination date.

**Section 10. Compliance with Laws.** MTA shall use its best efforts to comply with Federal Transportation Agency (“FTA”) grant management procedures, best practices and all other applicable federal, state, and local laws and regulations.

**Section 11. Limitation of Liability.** The parties’ sole remedy for any breach of this Agreement shall be limited to a termination of the Agreement, RTAMT’s receipt of work which the MTA performed prior to the termination date, and payment to MTA of amounts to which it is entitled under this Agreement. In no event shall either party be liable for any exemplary, punitive, compensatory or consequential damages.

**Section 12. Ownership of Work Product/Assignment of Product Rights.** All work performed by MTA Staff under this Agreement shall be considered work made for hire and shall be the property of the RTAMT. All work products including text, maps, calculations, and exhibits produced by the MTA in the performance of this Agreement shall be owned by the RTAMT, and, on completion or termination of the Agreement, the MTA shall deliver these materials to the RTAMT.

**Section 13. Insurance.** RTAMT, at its sole cost and expense, shall procure and maintain all insurance required to operate the RTAMT with coverage as mandated by the RTAMT Board and law, including but not limited to general liability insurance and “all risk” property insurance, except that RTAMT shall not be required to maintain employer’s liability and other statutory employer statutory insurance. RTA shall name MTA and DTO as additional named insureds under the RTA Required Insurance policies. MTA shall be furnished a copy of all RTA Required Insurance policies and also be provided as an insured to be furnished notice of any termination, cancellation, or expiration of any RTA Required Insurance.

**Section 14. Other Conditions**

(A) This Agreement shall not be binding upon either the RTAMT or the MTA until it is approved in writing by the Boards of the respective governmental agencies.

(B) No person on the grounds of handicap, disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of the MTA Staff.

(C) This Agreement may be modified only by a written amendment which has been executed and approved by the appropriate parties and boards as indicated on the signature page of the Agreement or officials so authorized to do so.

(D) Neither RTAMT nor MTA shall assign this Agreement to any individual, firm, or corporation.

- (E) MTA certifies, to the best of its knowledge and belief that:
- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of MTA, 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 the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or co-operative agreement.
  - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 a federal contract, grant, loan, or cooperative agreement, MTA shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.
  - (iii) MTA acknowledges that it understands and agrees that it shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(F) This Agreement is subject to the compliance with all applicable federal and state laws and regulations by the MTA and RTAMT, including but not limited to the requirements of the FTA.

(G) This Agreement is entered into in Davidson County, State of Tennessee, and this Agreement shall be governed by laws of the State of Tennessee.

(H) Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

(I) All notices required under this Agreement shall be in writing and sent by certified mail or hand delivered to the address and party listed below:

Stephen G. Bland  
Metropolitan Transit Authority  
430 Myatt Drive  
Madison, TN 37115

Gail Carr Williams  
Metropolitan Transit Authority Board Chair  
430 Myatt Drive  
Madison, TN 37115

Regional Transit Authority  
Randall Hutto, RTA Board Chairman  
430 Myatt Drive  
Madison, Tennessee 37115

**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed by the authorized officials of the RTA and the MTA on the date written above.

REGIONALTRANSPORTATION AUTHORITY

---

By: Randall Hutto  
Title: Board Chair

METROPOLITAN TRANSIT AUTHORITY

---

By: Gail Carr Williams  
Title: Board Chair

# Regional Transportation Authority

*of Middle Tennessee*

## Board Action Item

Item Number:	R-A-25-013	Meeting Date:	05/20/2026
Item Title:	Metro Nashville Police Department Transit Division Memorandum of Understanding		

---

### BACKGROUND:

Ensuring the safety of our passengers and employees is crucial within the tenets of the transportation industry and WeGo Public Transit (“WeGo”). The 2024 voter referendum adopting the Choose How You Move (“CHYM”) Transit Improvement Program provided for increased funding for safety measures. As part of the budgeting and allocation of CHYM Funds, the Metropolitan Nashville Police Department (“MNP”) will create, for the first time, a dedicated transit policing unit (“Transit Division”) which is anticipated to ultimately assume policing responsibility for WeGo service routes, vehicles, and facilities within Davidson County. This is expected to be phased in over the next several fiscal years and eventually replace the current system in which WeGo acquires policing services through a secondary employment MOU with MNP.

In August of 2025, the WeGo staff began working with MNP staff and Metro Legal Department to develop an MOU between the entities that would govern the relationship and expectations of the parties. The purpose of the MOU is to define roles, responsibilities, authority, and an operational framework for the MNP transit policing unit that will support the WeGo transit system with dedicated policing services. The Transit Division will be a critical partner with WeGo by establishing and maintaining safe and secure transit for passengers within Davidson County areas. Within the MOU’s scope of service, the coverage areas within the Metropolitan Davidson County would include WeGo Star stations; bus stops; transit centers; park & ride lots; public rights-of-way; transit vehicles; transit routes; and areas adjacent to WeGo properties to maintain safety. The Board of Directors of the Nashville Metropolitan Transit Authority approved this MOU on April 23, 2026.

Additionally, the MOU’s scope of services provides dedicated law enforcement personnel. Once fully staffed, the unit is comprised of twenty-nine MNP positions. This is outlined within Appendix A of the MOU. The Transit Division will operate under the legal authority and command of the MNP. The Transit Division will provide 1) patrol and visibility in and around transit properties and areas; 2) incident response and investigations; and 3) special operations, which will vary but can include working with WeGo to address needs for individuals in crisis, persons who are unhoused or those who require additional social service support. The MOU outlines supervision and command structure; information sharing and communication; training; performance metrics, periodic meeting cadence; and the funding mechanism.

The annual budget will be approved by WeGo and MNP. WeGo’s obligations under the MOU are contingent upon CHYM funds designated by the Metropolitan Nashville government for the funding of the Transit Division. All costs associated with the Transit Division will be charged to a newly created Metro government cost center for the CHYM funds allocated. The MOU is a three-year agreement with the option for two successive one-year terms and shall not exceed sixty months from the effective date. The MOU was subsequently reviewed and approved by RTA’s legal counsel.

**RECOMMENDATION:**

The WeGo staff recommends the RTA Board to provide the Chief Executive Officer the authority to enter in the memorandum of understanding (MOU) with the MNPD for a period not to exceed sixty (60) months from the effective date, for the purpose of establishing law enforcement services that will enhance safety and security within the public transit system, specifically within Davidson County properties of the RTA.

---

**APPROVED:**

**5/20/2026**

---

*Board Secretary*

---

*Date*

---

# MEMORANDUM OF UNDERSTANDING

Between the  
**Metropolitan Nashville Police Department**  
and  
**Metropolitan Transit Authority and Regional Transportation Authority**  
**d/b/a WeGo Public Transit**

This Memorandum of Understanding ("MOU") is entered into by and between the **Metropolitan Nashville Police Department ("MNPD")**, the **Metropolitan Transit Authority ("MTA")**, and the **Regional Transportation Authority ("RTA")**. **MTA and RTA, which do business as WeGo Public Transit ("WeGo")**, are an intergovernmental agency within the Metropolitan Government of Nashville and Davidson County ("Metro Government") and an agency formed under Tennessee Code Annotated, respectively. The aforementioned parties have come together to establish a collaborative agreement for the provision of dedicated law enforcement services within the public transit system operated by WeGo. Each individually will be referred to as "Party" or collectively as "Parties" hereinafter.

**WHEREAS**, the voter-approved Choose How You Move ("CHYM") transportation improvement program provides dedicated revenue to establish law enforcement services within the public transit system; and

**WHEREAS**, the Parties desire to create a transit police unit to provide the crucial link between WeGo and law enforcement to establish and maintain safe and secure transit for passengers within Davidson County as articulated within the CHYM transportation improvement program; and

**WHEREAS**, WeGo currently operates buses serving local and regional routes, paratransit services, a commuter rail line, transit centers and stops, park-and-ride lots, and additional areas in the public rights-of-way (collectively "Transit System").

**NOW THEREFORE**, to enhance safety and security for passengers, operators and staff, and other stakeholders, the Parties mutually understand and agree to the provisions that follow:

- A. PURPOSE OF MOU:** The purpose of this MOU is to define roles, responsibilities, authority, and an operational framework for a MNPD Transit Division focusing on WeGo assets, passengers, and the Transit System as a whole.
  - B. AUTHORITY:** This MOU is made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Section 64-8-206, and specifically the authority granted to the Parties under Tennessee Code Annotated Section 12-9-101, et seq., which provides that one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each Party.
  - C. TERM:** The term of this Agreement shall be effective and commence on the date this Agreement is fully executed and approved by governing body of each Party and filed with the Metropolitan Clerk, and it shall last for three years. Thereafter, this Agreement may be renewed by written affirmation by the Parties for two successive one-year terms, unless terminated under the terms of this Agreement. In no event shall the term of this Agreement exceed 60 months from the effective date.
  - D. EMPLOYMENT & COLLECTIVE BARGAINING AGREEMENT:** The Parties agree that police officers and other personnel assigned to the Transit Division from MNPD are subject to and protected by their respective collective bargaining agreements, if any, and employment policies of the MNPD; and the terms of this Agreement shall not be in conflict with the respective police collective bargaining agreements or civil service and MNPD policy protections for MNPD officers.
-

---

## **I. SCOPE OF SERVICES**

MNPD shall provide general police assistance to WeGo focusing on the Transit System. Whenever possible, WeGo requests for police assistance shall be made directly to the police officer assigned to specific locations either through direct oral communication, two-way radio, or cellular telephone. If the assigned police officer is not reachable, WeGo shall call the Department of Emergency Communications (DEC).

Under this MOU, the MNPD agrees to provide the following services:

### **1. Dedicated Law Enforcement Personnel**

- One captain, and an agreed upon staffing of sworn officers and sworn supervisors to the Transit Division (see Appendix A)
- One administrative support personnel consistent with MNPD requirements to the Transit Division (see Appendix A)
- Two administrative support personnel consistent with MNPD requirements to the Community Safety Center (see Appendix A)
- Provide additional personnel as needed for special events or emergencies

### **2. Coverage Areas**

Transit Division coverage areas include:

- Transit vehicles
- Transit routes
- WeGo Star stations
- WeGo bus stops
- WeGo property, including transit centers, park-and-ride lots not owned by WeGo, and public rights-of-way
- Areas adjacent to WeGo property as necessary to maintain safety

### **3. Types of Services**

The Transit Division shall protect life and property. The Parties agree and understand that WeGo staff and the contracted WeGo security provider are responsible for enforcement of WeGo's Code of Conduct.

- Officers shall operate under the legal authority of the MNPD and within the full extent of their law enforcement powers;
  - Officers shall coordinate with WeGo staff and the security contractor, as needed, to resolve incidents;
  - Officers shall coordinate with social service agencies as needed in the disposition of cases involving individuals experiencing crisis or homelessness; and,
  - Officers shall receive training from WeGo on operations safety and operations protocols. Officers shall coordinate with WeGo operations personnel and follow appropriate safety and operational protocols while working on or around transit vehicles and infrastructure.
  - Officers shall provide:
    - Patrol and visibility;
    - Incident response and investigation; and
    - Special operations (e.g., precision policing efforts).
-

---

In conducting duties related to individuals in crisis or experiencing homelessness, Transit Division officers shall, when appropriate, coordinate with WeGo and its contracted Ambassador Program<sup>1</sup> provider, if any, to engage relevant social service agencies.

#### **4. Coordination**

MNPD shall coordinate with WeGo to ensure proper support between Transit Division officers and WeGo staff by:

- Maintaining contact with WeGo regarding assignments of Transit Division officers
- Advising WeGo staff of any arrest made or citation issued within the Transit System
- Assisting as needed in formulating any safety or contingency plans relevant to threats to the Transit System
- Providing regular updates regarding calls for service
- Maintaining a position of high visibility during peak hours at specific WeGo facilities in consultation with WeGo, as resources allow;
- Serving as a first responder to life-threatening and/or criminal incidents within the Transit System; and
- Requesting support for and/or refer any criminal incident requiring long-term or follow-up investigation to the appropriate MNPD investigative unit as needed.

## **II. SUPERVISION AND COMMAND STRUCTURE**

General parameters for supervision and command include:

- Officers assigned to the Transit Division shall report to the MNPD chain of command;
- A designated MNPD Transit Division Captain or designee shall serve as the primary point of contact with the WeGo Chief Safety and Security Officer or designee; and
- Joint coordination meetings shall occur at least monthly.

As the command-and-control lead for the Transit Division, the Transit Division Captain shall:

- Designate and/or authorize variations in work assignments in consultation with WeGo and advise WeGo when assignments are changed or altered.
- Provide general supervision of Transit Division personnel and perform appropriate evaluations of performance; and
- Promptly notify WeGo when Transit Division officers will be absent from an assignment.

Contract security officers shall operate as follows:

- WeGo has hired private security officers that will continue to work on the transit security program. These private security officers must be licensed by the State of Tennessee.
- Private security officers are subject to oversight by the WeGo Chief Safety and Security Officer, or designee, and will coordinate their actions with MNPD to ensure a comprehensive safety and security plan.
- MNPD shall have authority during incident commands, at active crime scenes, and during criminal investigations.

---

<sup>1</sup> A contractor will be chosen to operate an Ambassador Program on behalf of WeGo to provide wayfinding assistance, assistance to individuals in crisis, and other services to enhance the customer experience within the Transit System.

---

---

### **III. TRAINING AND EXERCISES**

In addition to their regular training, Transit Division officers shall receive training for transit-specific safety and operations and participate in periodic emergency exercises to test procedures, validate command and control measures, and build competencies for specific response and recovery functions.

### **IV. INFORMATION SHARING AND COMMUNICATION**

The Parties recognize that effective modern law enforcement requires information to improve safety outcomes and better manage resources. The Parties understand the importance of information-sharing in fostering the success of law enforcement and policing services described in this Agreement. The Parties also recognize and understand that some MNPD and WeGo information systems and databases provide access to confidential information and only those with appropriate authorization may access the information.

For those systems and databases that may be shared, appropriate personnel of both WeGo and MNPD will determine who may have access. Confidential information shall not be shared if doing so would reasonably jeopardize any authorized investigation, the safety of any person, or violate any local, state, or federal laws and regulations - . WeGo passenger and personnel information, including name, address, phone number, and photograph, shall be treated as confidential and shall only be used for the purpose of lawful and authorized investigations within the confines of local, state, and federal law.

Crime statistics, based on the National Incident-Based Reporting System (NIBRS) or other similar reporting system, shall be collected by MNPD and regularly presented to WeGo management. To support effective WeGo and Transit Division awareness, the Parties shall promptly share:

- Information regarding any suspicious activity, violence, or threat of violence that occurs at WeGo facilities or affects the Transit System;
- Information regarding any criminal activity or threats that occur at WeGo facilities, against WeGo employees, passengers, or affects the Transit System;
- Information regarding any activity or special event that requires increased police resources;
- Information regarding any activity by either WeGo or MNPD personnel that impacts or has the potential to impact either Party's performance pursuant to this Agreement;
- General crime statistics, crime trends, and incident reports;
- An annual report prepared by MNPD for public consumption reflecting broad trends of crime on the Transit System; and
- Emergency response and safety and security plans and procedures.

WeGo shall provide MNPD with access to WeGo security cameras, data, and ridership information upon request, in furtherance of an official law enforcement duty, in accordance with local, state, and federal laws.

Information sharing between the Parties shall comply with all applicable policies, laws, and privacy protections. WeGo videos and records shall be provided by MNPD to the public only in compliance with local, state, and federal law.

### **V. EQUIPMENT AND FACILITIES**

It shall be the responsibility of WeGo to provide the Transit Division with reasonable workspace within their assigned locations and access to transit facilities for patrol and staging. Such reasonable workspace shall provide ample room in which to store and secure Transit Division equipment such as computers, clothing, and secure parking for vehicles. The workspace shall also include ample space in which to conduct private interviews and investigative duties. Access to police spaces shall be limited and based on MNPD approval.

The Transit Division shall provide uniforms, vehicles, weapons, radios, and all other standard police equipment to its officers.

---

---

## **VI. FUNDING, REIMBURSEMENT, AND MONTHLY REVIEW MEETINGS**

All operating costs associated with the Transit Division, as set forth in Appendix A, shall be reviewed by WeGo and the Metro Government and charged directly to the newly created Fund #30322 Cost Center #31302100. Any other Transit Division allowable operating costs incurred outside the Metro Government's payroll and purchasing system, process, or scope shall be allocated to this account directly or reimbursed to MNPD by this fund through a journal entry. All allowable operating capital and capital Transit Division expenses initiated by MNPD shall be directly charged to accounts appropriated and specified by the CHYM Chief Program Officer or designee. MNPD shall pay the actual costs associated with the Transit Division, as set forth in Appendix A, at the time they are incurred using the MNPD payroll process and Metro Government accounts payable process, and all costs should be directly allocated to the fund and cost center referenced above. In the case that costs must be recouped from the Metro Government, MNPD shall enter a journal entry and inform the Metro Government and WeGo of the costs with any supporting documentation. Allowable costs shall be defined in Appendix A: Cost and Payment Terms or its current version. WeGo's obligations under this MOU are contingent upon CHYM funds designated by the Metro Government for funding the Transit Division. WeGo does not have funding obligations or responsibility for payment associated with this MOU.

The Transit Division's annual fiscal year budget shall be approved by the Parties. MNPD may not exceed its annual fiscal year appropriation for the Transit Division. The Transit Division budget shall be approved by the WeGo Chief Executive Officer or designee, MNPD, and CHYM Chief Program Officer or designee.

Each month, the Transit Division Captain or designee and the WeGo Chief Safety and Security Officer or designee shall meet to discuss the prior monthly report and outline program expectations and anticipated costs for the subsequent month. Expectations should be documented and include at a minimum the proposed Transit Division staffing plan and other allowable costs.

At each review meeting, the prior month shall be reviewed for consistency with expectations. If expectations were not met in the prior month, the Parties shall document exceptions, develop an action plan, and identify metrics that will be used to measure progress on the identified adjustments. If sufficient progress is not made or if the Parties are unable to resolve exceptions at the staff level, the Transit Division Captain or designee and WeGo Chief Safety and Security Officer or designee shall work together to resolve exceptions. In the event the exceptions cannot be resolved at this level, the exceptions shall be referred to the WeGo CEO, MNPD Chief of Police, or their designees, and a representative of the Mayor's Office as necessary for resolution. Prior to the close of the fiscal year, MNPD shall provide WeGo and CHYM with a full record of expenditures incurred by the Transit Division for the previous twelve-month period.

## **VII. PERFORMANCE METRICS AND REPORTING**

The Transit Division shall provide regular monthly reports to WeGo and CHYM, including:

- Number of patrol hours, arrests, and citations;
- Response times and incident types;
- Use-of-force incidents;
- Time spent on the system by each assigned officer, including response times;
- Staffing roster of the Transit Division; and
- Community engagement activities.

Performance reviews of these reports shall be conducted semi-annually by MNPD to assess effectiveness and make necessary adjustments.

## **XIII. TERMINATION PROCEDURE**

- A. Either Party to this MOU may terminate this Agreement for any reason by providing the other Party with written notice of their intent to do so 30 days prior to the date of termination; and,
-

---

B. This Agreement may be amended at any time by mutual written agreement of the Parties.

**IX. LIABILITY AND INDEMNIFICATION**

Each Party shall be responsible for the actions and omissions of its own employees and contractors, subject to applicable laws and limitations.

**X. DISPUTE RESOLUTION**

In the event of a dispute, the Parties agree to attempt to resolve the matter through good faith negotiations between the WeGo CEO and the MNPd Chief of Police, or their designees.

**XI. SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

**XII. DATA RETENTION**

Records and documents with respect to matters covered in this Agreement shall be retained for seven years after the termination of this Agreement unless in conflict with local, state, or federal law including. All such records are also subject to inspection, review, or audit by the MNPd, MTA, or RTA during the terms of this Agreement to the extent permitted by law.

**XIII. ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements regarding the subject matter.

**SIGNATURES**

**Metropolitan Nashville Police Department**

By: \_\_\_\_\_  
**John Drake, Chief of Police**

Date: \_\_\_\_\_

**WeGo Public Transit**

By: \_\_\_\_\_  
**Steve Bland, Chief Executive Officer**

Date: \_\_\_\_\_

APPROVED AS TO AVAILABILITY OF FUNDS:

---

---

\_\_\_\_\_ Date: \_\_\_\_\_

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_ Date: \_\_\_\_\_

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

\_\_\_\_\_ Date: \_\_\_\_\_

**Appendix**

Appendix A: Cost and Payment Schedule

---

---

---

## APPENDIX A

### Schedule A – Staffing Plan and Costs

This appendix sets forth the phased staffing plan, allowable costs, and financial management process for the MNPD Transit Division (“Transit Division”) in partnership with WeGo Public Transit (“WeGo”). All operating costs associated with the Transit Division, as set forth in this Appendix A, will be reviewed by WeGo and the Metro Government and charged directly to the newly created Fund #30322 Cost Center #31302100. Any other Transit Division allowable operating costs incurred outside the Metro Payroll and Metro Purchasing system/process/scope will be allocated to this account directly or reimbursed to MNPD by this fund. All allowable Operating Capital and Capital Transit Division expenses initiated by MNPD will be directly charged to accounts appropriated and specified by the CHYM Chief Program Officer or designee.

#### 1. Staffing Plan (FY26–FY28)

Beginning in FY26, MNPD will staff the Transit Division as deemed appropriate, based on the needs of the department, through a combination of transferring current staff, recruiting new personnel, and utilization of Secondary Employment, not to exceed the following by the conclusion of FY2028:

- 1 Captain
- 1 Lieutenant
- 6 Sergeants
- 18 Police Officer 2
- 3 Administrative Support Personnel
- = 29 total positions

#### 2. Allowable Reimbursable Costs

MNPD shall allocate directly or transfer costs for the following categories associated with the Transit Division:

- Salaries and Fringe for all sworn and civilian staffed positions/FTEs listed in the Staffing Plan.
  - Overtime:
    - Transit-specific initiatives and special operations
    - Court appearances related to transit program cases
    - End-of-shift duties
    - All other pay (e.g. longevity pay) for sworn and civilian positions/FTEs listed in the Staffing Plan
  - Recruitment, Training, and Replacement Costs:
    - Training costs for new recruits to staff the Transit Division
    - Training costs for replacement of officers transferred from other programs
  - Vehicles and Equipment:
    - Police vehicles to support the 26 sworn positions
    - All costs associated with vehicle purchase (MDCs), outfitting, and ongoing non-salary needs
    - Initial issue costs (uniforms, equipment, radios, body worn cameras, etc.)
-

- 
- Other costs as agreed upon by MNP, WeGo, and Choose How You Move (“CHYM”)

### **3. Financial Management Processes**

- Position IDs: MNP shall request new Position IDs for all Transit Division positions. These will be MNP positions in the WeGo/CHYM operating fund.
  - Reporting and Analysis: MNP shall assist WeGo and CHYM with any summarization of applicable salary, fringe, overtime, training, vehicle, and other charges incurred under the implementation of the Staffing Plan.
  - Reimbursement: All allowable Transit Division operating expenses, operating capital expenses and capital expenses incurred outside the Metro Government’s payroll and purchasing system, process, or scope, and in accordance with this Agreement, shall be transferred via journal entry to the appropriate account, and MNP shall share applicable documents with WeGo and CHYM.
-