

TRANSIT BUS TRANSFER AGREEMENT BETWEEN CITY AND LYNX

THIS TRANSFER AGREEMENT is entered into this _____ day of _____, _____ by and between the Central Florida Regional Transportation Authority (LYNX), 455 N. Garland Avenue, Orlando, Florida 32801 and the City of Gainesville (CITY) Regional Transit System, 1330 NW 6th Street, Suite A, Gainesville, FL 32601 upon the following terms and conditions:

1. **TRANSFER:** LYNX hereby agrees to transfer ten (10) 35' feet and eleven (11) 40' feet 1997 Gillig Phantom Transit Buses listed in Vehicle Profile (hereby referenced as Buses). All transfer and/or shipping expenses shall be the responsibility of the CITY. LYNX will release its ownership and control of these buses to CITY immediately upon approval by the respective Boards and execution of the Transfer Agreement. It is understood by signing this Agreement that CITY will accept responsibility for the satisfactory maintenance and control of the federally funded buses. Also, there will be a FTA grant action to reflect the transfer of ownership to CITY. The buses are not fully depreciated and FTA has been notified about the proposed transfer to CITY. LYNX shall submit its Board Action and the executed Transfer Agreement to FTA to conclude the transfer documentation with FTA.
2. **DISCLAIMER OF WARRANTIES:** CITY acknowledges that LYNX SPECIFICALLY DISCLAIMS ALL IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE as well as any warranty with respect to the design, condition, or operability of the buses, the quality or capacity of the buses with the requirement of any law, rule, specification or contract pertaining thereto, patent infringement, or latent defects. CITY further acknowledges that it accepts the buses in their present 'as is' condition.
3. **LYNX REPRESENTATIVE:** Division Manager of Maintenance, is designated as the LYNX Representative for purposes of facilitating delivery of buses to CITY
4. **ASSIGNMENT:** Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto.
5. **APPROVAL:** By executing this Agreement, CITY agrees to accept responsibility for the satisfactory maintenance and control of the federally funded buses and acknowledges that the transfer contemplated herein may not be completed unless and until there is a FTA grant action to reflect said transferred buses either by an open grant or through a separate letter of agreement with FTA.

6. **MISCELLANEOUS;**

- (a) This Agreement (and all exhibits hereto) constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. No modification or amendment of this Agreement shall be valid and binding upon the parties unless in writing and executed by the parties to be bound thereby.
- (b) This Agreement shall be construed under and in accordance with the laws of the State of Florida. Any lawsuit filed in state court relating to this Agreement shall be filed in Orange County, Florida. Venue for any lawsuit filed in federal court shall be in the federal district court for the Middle District of Florida.
- (c) The prevailing party in any arbitration, litigation, administrative proceeding or appeals arising out of this Agreement shall recover its expenses and costs including reasonable attorneys' fees from the other party.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first written above.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By: _____
Linda S. Watson
Its: Chief Executive Officer

Approved by General Counsel
Akerman, Senterfitt & Eidson, P.A.
By: _____

State of Florida
County of Orange

Before me personally appeared Linda S. Watson to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Linda S. Watson executed said instrument for the purposes therein expressed.

Witness my hand an official seal, this ____ day of _____, 2009.

Notary Public
State of Florida
At large

CITY

By: _____
Jesus M Gomez
Its: Transit Director

Before me personally appeared _____ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

Witness my hand and official seal, this ____ day of _____, 2009.

Notary Public
State of _____
At large

Vehicle Profile

| Co. Asset No. | Description | Mfg Serial No | Grant # | Fed Funding | Due To FTA |
|----------------|---|-------------------|-----------|-------------|------------|
| BUS | | | | | |
| 283 | GILLIG - PHANTOM-40/96TBS-50 | 15GCD2011T1086959 | FL03-0138 | 100% | |
| 276 | GILLIG - PHANTOM-40/96TBS-50 | 15GCD2019T1086952 | FL03-0138 | 100% | |
| 311 | GILLIG - PHANTOM-C21B096N4 | 15GCB2110V1086978 | FL90-X316 | 100% | |
| 310 | GILLIG - PHANTOM-C21B096N4 | 15GCB2119V1086977 | FL90-X316 | 100% | |
| 309 | GILLIG - PHANTOM-C21B096N4 | 15GCB2117V1086976 | FL90-X316 | 100% | |
| 308 | GILLIG - PHANTOM-C21B096N4 | 15GCB2115V1086975 | FL90-X316 | 100% | |
| 307 | GILLIG - PHANTOM-C21B096N4 | 15GCB2113V1086974 | FL90-X316 | 100% | |
| 306 | GILLIG - PHANTOM-C21B096N4 | 15GCB2111V1086973 | FL90-X316 | 100% | |
| 305 | GILLIG - PHANTOM-C21B096N4 | 15GCB211XV1086972 | FL90-X316 | 100% | |
| 304 | GILLIG - PHANTOM-C21B096N4 | 15GCB2118V1086971 | FL90-X316 | 100% | |
| 303 | GILLIG -- PHANTOM-C21B096N4 | 15GCB2116V1086970 | FL90-X316 | 100% | |
| 302 | GILLIG - PHANTOM-C21B096N4 | 15GCB211XV1086969 | FL90-X316 | 100% | |
| 315 | GILLIG - PHANTOM-C20D096N4 | 15GCD2018V1086979 | FL03-0165 | | |
| 318 | GILLIG - PHANTOM-C20D096N4 | 15GCD2018V1086982 | FL03-0165 | | |
| 319 | GILLIG - PHANTOM-C20D096N4 | 15GCD201XV1086983 | FL03-0165 | | |
| 317 | GILLIG - PHANTOM-C20D096N4 | 15GCD2016V1086981 | FL03-0165 | | |
| 316 | GILLIG - PHANTOM-C20D096N4 | 15GCD2014V1086980 | FL03-0165 | | |
| 320 | GILLIG - PHANTOM-C20D096N4 | 15GCD2011V1086984 | FL03-0165 | | |
| 321 | GILLIG - PHANTOM-C20D096N4 | 15GCD2013V1086985 | FL03-0165 | | |
| 322 | GILLIG - PHANTOM-C20D096N4 | 15GCD2015V1086986 | FL03-0165 | | |
| 330 | GILLIG - PHANTOM-C20D096N4 | 15GCD2014V1086994 | FL03-0165 | | |
| ENGINES | | | | | |
| 317A | Engine | 15GCD2016V1086981 | FL03-0165 | | |
| 316A | REBUILT ENGINE - DETROIT DIESEL SERIES 50 | 4RE101953 | FL90-X397 | 100 | |

| Co. Asset No. | Description | Mfg Serial No | Grant # | Fed Funding | Due To FTA |
|---------------------|---|-------------------|------------|-------------|------------|
| 302A | Engine GILLIG - PHANTOM-C21B096N4 | 15GCB211XV1086969 | FL90-X316 | 100% | |
| 276AA | Rebuilt Engine DD50 | 04RE102675 | FL90-X411 | 100 | |
| 321AA | Rebuilt Engine DD50 | 04RE102797 | FL90-X469 | 100 | |
| 307A | Engine GILLIG - PHANTOM-C21B096N4 | 15GCB2113V1086974 | FL90-X316 | 100% | |
| 283AA | Rebuilt Engine DD50 | 4RE103418 | FL90-X469 | 100 | 2,162.62 |
| 330AA | Rebuilt Engine DD50 | 4RE103752 | FL90-X469 | 100 | 2,340.00 |
| 315A | Engine, Ser 50 | 4RE104347 | | 100 | 7,198.34 |
| 318A | Engine, Ser 50 | 4RE104352 | | 100 | 7,198.34 |
| 320A | Engine, Ser 50 | 4RE104277 | | 100 | 7,198.34 |
| 319A | Engine, Ser 50 | 4RE104276 | | 100 | 7,198.34 |
| 308A | Engine, Cummins M-11 | 34846077 | | 100 | 4,487.28 |
| 311A | Engine, Cummins M-11 | 34846078 | | 100 | 4,487.28 |
| 322A | Engine, Ser 50 | 4RE104001 | | 100 | 5,850.00 |
| 303A | Engine, Cummins M-11 | 60414018 | | 100 | 5,858.34 |
| 309AA | ENGINE, CUMMINS REBUILT M-11 | 60414254 | FL-90-X411 | 100 | 9,373.34 |
| 306AA | ENGINE, CUMMINS REBUILT M-11 | 60414471 | FL-90-X411 | 100 | 9,373.34 |
| 304AA | ENGINE, CUMMINS REBUILT M-11 | 60414366 | FL-90-X411 | 100 | 9,373.34 |
| 310AA | ENGINE, CUMMINS REBUILT M-11 | 60414367 | FL-90-X411 | 100 | 9,373.34 |
| 305AA | ENGINE, CUMMINS REBUILT M11 | 60414297 | FL-90-X411 | 100 | 9,373.34 |
| TRANSMISSION | | | | | |
| 309B | Transmission GILLIG - PHANTOM-C21B096N4 | 15GCB2117V1086976 | FL90-X316 | 100% | |
| 305B | REBUILT TRANSMISSION 5HP590 | 122836 | FL90-X397 | 100 | |
| 315B | REBUILT TRANSMISSION B400R | 9350069423 | FL90-X397 | 100 | |
| 322B | REBUILT TRANSMISSION B400 | 6510069428 | FL90-X397 | 100 | |
| 317BB | Rebuilt Transmission B400R | 9350096513 | FL90-X397 | 100 | |
| 318BB | Rebuilt Transmission B400R | 9350355149 | FL90-X397 | 100 | |
| 283BB | Rebuilt Transmission 5HP590 | 115908 | FL90-X411 | 100 | |

| Co. Asset No. | Description | Mfg Serial No | Grant # | Fed Funding | Due To FTA |
|--------------------|--|------------------|---------------|-------------|-------------------|
| 316BB | Rebuilt B400R Transmission | 9350069431 | FL90- X469 | 100 | |
| 319BB | Rebuilt B400R Transmission | 9350192471 | FL90- X469 | 100 | |
| 303B | Transmission, ZF 5HP590 | 115612 | | 100 | 5,442.11 |
| 307B | Transmission, ZF 5HP590 | 209609 | | 100 | 3,837.42 |
| 308B | Transmission, ZF 5HP590 | 122843 | | 100 | 4,729.34 |
| 320B | Transmission, Allison B400 | 6510192148-90390 | | 100 | 2,270.84 |
| 321B | Transmission, Allison B400 | 9350354927 | | 100 | 2,156.46 |
| 330B | Transmission, Allison B400 | 9320005340 | | 100 | 2,307.23 |
| 302B | Transmission, ZF 5HP590 | 79711 | | 100 | 1,983.30 |
| 276BBBB | Tranmission | 115913 | FL90- X552 | 100 | 7,026.67 |
| 306BB | TRANSMISSION, PRECISION REBUILT 5HP590 | 209611 | FL90- X411 | 100 | 7,026.67 |
| 304BB | Transmission | 122837 | FL90- X411 | 100 | 7,026.67 |
| 310BB | Transmission | 209606 | FL90- X411 | 100 | 7,026.67 |
| 311BB | Transmission | 209154 | FL90- X411 | 100 | 7,026.67 |
| | | | | | |
| GRAND TOTAL | | | | | 158,705.63 |