

## TRANSIT BUS TRANSFER AGREEMENT

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**THIS TRANSIT BUS TRANSFER AGREEMENT (“Agreement”)** is entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Central Florida Regional Transportation Authority, a body politic and corporate created by Part II, Chapter 343, Florida Statutes (“**LYNX**”), having an address of 455 N. Garland Avenue, Orlando, Florida 32801, and the City of Gainesville, a municipal corporation of the State of Florida (“**CITY**”), having an address of 1330 N.W. 6th Street, Suite A, Gainesville, Florida 32601.

**WHEREAS**, LYNX is the owner of certain buses (the “**Buses**”) and other equipment (the “**Equipment**”) which are described on **Exhibit A**, attached hereto; and

**WHEREAS**, the City desires to acquire all right, title and interest in the Buses and the Equipment.

**NOW, THEREFORE**, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follow:

1. **TRANSFER.** LYNX hereby agrees to assign, convey, and transfer to CITY, and CITY agrees to accept all right, title and interest in and to the following:

- (a) the Buses; and
- (b) the Equipment.

2. **EXCLUDED EQUIPMENT.** The assignment, conveyance and transfer described in **Section 1** shall not include the following items, and LYNX hereby agrees to remove the following items from the Buses at its sole cost and expense:

- (a) all fare boxes and stands;
- (b) all video surveillance system equipment; and
- (c) all Transit Television Network (TTN) system equipment

3. **PAINING OF BUSES.** LYNX agrees to paint the exterior of each Bus within [REDACTED] days following the Approval Date (as hereinafter defined). In exchange therefor, CITY agrees to make payment to LYNX in the amount of \$18,799.00, which amount is equal to \$1,709.00 for each of the eleven Buses painted. The aforesaid payment shall be made by CITY to LYNX within [REDACTED] days following the Approval Date.

4. **EGR PARTS INVENTORY.** In addition to any other payments required to be made hereunder, CITY hereby agrees to make payment to LYNX in the amount of \$8,334.41, which is equal to 35% of the total inventory value of the Equipment identified under the heading “EGR Parts Inventory” on **Exhibit A**, attached hereto. The aforesaid payment shall be made by CITY to LYNX within [REDACTED] days following the Approval Date.

5. **SHIPPING.** CITY shall be solely responsible for arranging the pick-up and shipping of the Buses and Equipment from LYNX’s facilities, and all expenses in connection therewith. Risk of loss for damage to the Buses and Equipment shall pass to CITY F.O.B. LYNX’s place of business.

6. **FTA GRANTS.** The parties acknowledge that the Buses (and some of the Equipment) were acquired by LYNX in whole or in part with grants from the U.S. Department of Transportation, Federal Transit Administration (“**FTA**”). The parties further acknowledge that some or all of the Buses and Equipment have not yet reached the end of their useful lives. Accordingly, the parties hereby additionally acknowledge and agree as follows:

(a) LYNX and CITY shall each cooperate with the other to prepare and send the following to FTA: (i) a written request for FTA to approve the transfer of the Buses and Equipment from LYNX to CITY; (ii) a copy of each party’s Board resolution (or other appropriate legal action) approving said transfer; and (iii) a Rolling Stock Status Report, in each case, in compliance with FTA Circular 5010.1D and all applicable FTA regulations.

(b) The consummation of the transactions contemplated in **Sections 1, 3, and 4** is contingent upon the FTA approving the transfer of the Buses and Equipment from LYNX to CITY, with such approval to be in the form of (i) an open grant, (ii) a separate letter of agreement with FTA, or (iii) any additional form of approval as agreed to by the parties. Consequently, if the FTA fails to approve the aforementioned transfer, then this Agreement shall be immediately terminated and the parties will forthwith cease to have any further obligations under this Agreement.

(c) If the FTA approves the transfer of the Buses and Equipment from LYNX to CITY (the date of such approval being referred to herein as the “**Approval Date**”), LYNX shall concurrent therewith assign, convey, and transfer to CITY all right, title and interest in and to the Buses and Equipment in accordance with **Section 1**, and the parties shall further comply with all other obligations required to be complied with herein.

(d) CITY agrees that if the FTA approves the transfer of the Buses from LYNX to CITY, CITY shall be fully responsible for the satisfactory maintenance and control of the Buses, and all further obligations to FTA in regard to said Buses and Equipment.

7. **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 and Equipment, the quality or capacity of the Buses or Equipment 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 AND EQUIPMENT IN THEIR PRESENT “AS IS” CONDITION.**

8. **LYNX REPRESENTATIVE.** LYNX’s Deputy Chief of Maintenance is designated as the LYNX Representative for purposes of working with City to coordinate delivery of the Buses. Nothing herein shall be deemed to expand LYNX’s obligations under **Section 5.**

9. **MISCELLANEOUS.**

(a) 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.

(b) The provisions of this Agreement are subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

(c) 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.

(d) 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.

(e) **EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS CONTRACT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HERewith. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

(f) 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.

(g) The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

(h) This Agreement may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Agreement in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

**[Signatures appear on following pages]**

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  
Chief Executive Officer

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:  
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.

Akerman Senterfitt, Counsel for LYNX

By: \_\_\_\_\_  
Patrick T. Christiansen, Esq.,  
Shareholder

**CITY OF GAINESVILLE**

By: \_\_\_\_\_  
Jesus M Gomez, Transit Director

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of REGIONAL TRANSIT SYSTEM as its true act and deed, and that s/he was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:  
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

**EXHIBIT A****Vehicle Profile**

<b>System No</b>	<b>Company Asset Number</b>	<b>Description</b>	<b>Mfg Serial No</b>	<b>Acquisition Value</b>	<b>Grant</b>	<b>Due To FTA</b>	<b>Miles On 7-24-9</b>
6002	382	PHANTOM GILLIG BUS	15GCD201611089440	\$226,582.22	FL03-0206	\$23,077.84	482261
6032	384	PHANTOM GILLIG BUS	15GCD201X11089442	\$226,582.22	FL03-0206	\$25,175.82	467363
6004	386	PHANTOM GILLIG BUS	15GCD201X11089444	\$226,582.22	FL03-0206	\$23,077.84	425655
6005	387	PHANTOM GILLIG BUS	15GCD201111089445	\$226,582.22	FL03-0206	\$23,077.84	443329
6033	388	PHANTOM GILLIG BUS	15GCD201311089446	\$226,582.22	FL03-0206	\$23,077.84	421674
6034	389	PHANTOM GILLIG BUS	15GCD201511089447	\$226,582.22	FL03-0206	\$23,077.84	416435
6035	390	PHANTOM GILLIG BUS	15GCD201711089448	\$226,082.33	FL03-0206	\$25,120.25	454941
6036	391	PHANTOM GILLIG BUS	15GCD201311110910	\$222,640.03	FL03-0206	\$22,676.30	468227
6038	392	PHANTOM GILLIG BUS	15GCD201511110911	\$222,640.03	FL03-0206	\$22,676.30	426727
6037	393	PHANTOM GILLIG BUS	15GCD201711110912	\$222,640.03	FL03-0206	\$24,737.79	428494
6039	394	PHANTOM GILLIG BUS	15GCD201911110913	\$222,640.03	FL03-0206	\$24,737.79	402561
6007	382A	SERIES 50 DETROIT DIESEL ENGINE	4R00036306	\$26,697.00	FL03-0206		
6012	382B	TRANSMISSION-ZF5HP590	8522	\$14,570.00	FL03-0206		
6041	384A	SERIES 50 DETROIT DIESEL ENGINE	4R00036307	\$26,697.00	FL03-0206		
6050	384B	TRANSMISSION-ZF5HP590	8530	\$14,570.00	FL03-0206		
6009	386A	SERIES 50 DETROIT DIESEL ENGINE	4R00036502	\$26,697.00	FL03-0206		
6014	386B	TRANSMISSION-ZF5HP590	8524	\$14,570.00	FL03-0206		

System No	Company Asset Number	Description	Mfg Serial No	Acquisition Value	Grant	Due To FTA	Miles On 7-24-9
12056	386BB	Transmission	8335	\$10,540.00	FL90-X411	\$5,709.17	
6010	387A	SERIES 50 DETROIT DIESEL ENGINE	4R00036483	\$26,697.00	FL03-0206		
6042	388A	SERIES 50 DETROIT DIESEL ENGINE	4R00036485	\$26,697.00	FL03-0206		
6051	388B	TRANSMISSION- ZF5HP590	8528	\$14,570.00	FL03-0206		
6043	389A	SERIES 50 DETROIT DIESEL ENGINE	4R00036481	\$26,697.00	FL03-0206		
6052	389B	TRANSMISSION- ZF5HP590	8525	\$14,570.00	FL03-0206		
11225	390A	Engine, Ser 50	4RE104093	\$19,895.00		\$5,802.71	
6053	390B	TRANSMISSION- ZF5HP590	8531	\$14,570.00	FL03-0206		
6045	391A	SERIES 50 DETROIT DIESEL ENGINE	4R00036500	\$26,697.00	FL03-0206		
6054	391B	TRANSMISSION- ZF5HP590	8527	\$14,570.00	FL03-0206		
9758	392AA	Rebuilt Engine DD50	4RE103804	\$13,077.00	FL90-X501	\$544.88	
6055	392B	TRANSMISSION- ZF5HP590	8526	\$14,570.00	FL03-0206		
6047	393A	SERIES 50 DETROIT DIESEL ENGINE	4R00036499	\$26,697.00	FL03-0206		
6056	393B	TRANSMISSION- ZF5HP590	8529	\$14,570.00	FL03-0206		
6048	394A	SERIES 50 DETROIT DIESEL ENGINE	4R00036496	\$26,697.00	FL03-0206		
6057	394B	TRANSMISSION- ZF5HP590	8521	\$14,570.00	FL03-0206		
<b>Total</b>				<b>\$2,905,620.77</b>		<b>\$272,570.21</b>	



## EGR Parts Inventory

<u>Part ID-Suffix</u>	<u>Part short description</u>	<u>Product category ID</u>	<u>Date Created</u>	<u>Unit Cost</u>	<u>TOTAL QTY</u>	<u>TOTAL VALUE</u>
11500945-0	BOLT - M12X1.75X45 FLYWHE	ENG MISC	9/15/2005	\$1.22	18	\$21.96
11509515-0	BOLT - SER 50 OIL PUMP	ENG S-50	9/15/2005	\$1.17	16	\$18.72
11514146-0	BOLT - M5 X .8 30.0MM	ENG MISC	9/15/2005	\$1.53	1	\$1.53
12034222-0	CONNECTOR - INJ. HARNESS	ENG MISC	9/15/2005	\$0.70	10	\$7.00
12077411-0	PIN - TERMINAL	ENG S-50	9/15/2005	\$0.09	2	\$0.18
16070629-0	SENSOR - TURBO BOOST	ENG MISC	9/15/2005	\$69.50	3	\$208.50
206326-0	SCREW - FUEL PMP 12PT CAP	ENG MISC	9/15/2005	\$6.22	2	\$12.44
23502458-0	CAP - T HANDLE OIL FILLER	ENG S-50	9/15/2005	\$7.71	2	\$15.42
23503747-0	RING SET - SERIES 50 ENG	ENG S-50	9/15/2005	\$49.64	1	\$49.64
23504343-0	HOSE ASSY - GEN OIL SUPLY	ENG S-50	9/15/2005	\$13.78	2	\$27.56
23505038-0	TUBE - OIL RETURN TURBO	ENG S-50	9/15/2005	\$37.67	5	\$188.35
23505050-0	BOLT - M10 X 1.5 X 85.0MM	ENG S-50	9/15/2005	\$1.05	6	\$6.30
23506247-0	GASKET - OIL COOLER HSG	ENG S-50	9/15/2005	\$1.67	9	\$15.03
23507226-0	SLEEVE - REAR CRANKSHAFT	ENG MISC	9/15/2005	\$13.74	5	\$68.71
23509256-0	CLIP - TURBO TUBE SER-50	ENG S-50	9/15/2005	\$3.98	2	\$7.96
23511747-0	SEAL - ACCY DRV OIL	ENG S-50	9/15/2005	\$7.44	2	\$14.88
23511934-0	BRACKET - GENERATOR S-50	ENG S-50	9/15/2005	\$33.31	1	\$33.31
23512309-0	BOLT - M8 1.25 12 PT HEAD	ENG S-50	9/15/2005	\$1.26	23	\$28.98
23512618-0	PUMP - OIL SERIES 50	ENG S-50	9/15/2005	\$865.27	1	\$865.27
23513019-0	TUBE - OIL FILLER	ENG S-50	9/15/2005	\$140.74	3	\$422.22
23514328-0	TUBE - DIPSTICK	ENG S-50	9/15/2005	\$6.36	1	\$6.36

<u>Part ID-Suffix</u>	<u>Part short description</u>	<u>Product category ID</u>	<u>Date Created</u>	<u>Unit Cost</u>	<u>TOTAL QTY</u>	<u>TOTAL VALUE</u>
	- SER-50					
23515250-0	SENSOR - AIR TEMP S50	ENG S-50	9/15/2005	\$9.50	3	\$28.50
23515803-0	CONNECTOR -	ENG MISC	9/15/2005	\$10.34	2	\$20.68
23515860-0	DIPSTICK - ENGINE OIL GIL	ENG S-50	9/15/2005	\$15.35	5	\$76.75
23517241-0	STUD - TURBO SERIES 50	ENG S-50	9/15/2005	\$2.97	8	\$23.76
23517440-0	OIL FILLER - ASSY GILLIG	PJT- ENGS50	9/15/2005	\$277.54	7	\$1,942.75
23517875-0	GASKET - SER50 INTAKE MAN	ENG S-50	9/15/2005	\$4.14	10	\$41.42
23520634-0	KIT - BAL SHAFT BUSHING	PJT- ENGS50	9/15/2005	\$108.03	4	\$432.12
23520818-0	SCREW KIT - INTAKE ADJ	ENG MISC	9/15/2005	\$11.30	24	\$271.20
23521128-0	BRACKET - 50DN IN.T IN. DRIV	ENG S-50	9/15/2005	\$403.42	1	\$403.42
23521314-0	DIPSTICK - ENGINE S-50	ENG S-50	9/15/2005	\$22.21	6	\$133.26
23521894-0	SEAL - CAM GEAR	PJT- ENGS50	9/15/2005	\$3.66	3	\$10.98
23521935-0	SEAL - CAM GEAR	PJT- ENGS50	9/15/2005	\$3.58	20	\$71.65
23522416-0	COOLER - ENGINE OIL SERIES -	ENG S-50	9/15/2005	\$101.89	4	\$407.56
23523338-0	BOLT - M10 OIL PUMP SER50	ENG S-50	9/15/2005	\$1.58	8	\$12.64
23525685-0	HARNESS - EXH TEMP SENSOR	EXHAUST	9/15/2005	\$302.31	3	\$906.92
23526851-0	SENSOR - BOOST SER 50 EGR	ENG S-50	4/13/2006	\$88.64	6	\$531.84
23529670-0	KIT - EGR SERVICE VALVE - SER	ENG S-50	10/1/2008	\$474.78	1	\$474.78
23530103-0	MUFFLER - CAT/CON S-50	EXHAUST	9/15/2005	\$3,081.43	1	\$3,081.43
23531306-0	GASKET - HEAD S-50	ENG S-50	9/17/2008	\$0.00	1	\$0.00
23531964-0	SENSOR - DELTA - P	ENG S-50	5/10/2007	\$63.61	4	\$254.45
23532165-0	KIT - WATER SEAL SERVICE	ENG S-50	9/15/2005	\$15.50	10	\$155.00

<u>Part ID-Suffix</u>	<u>Part short description</u>	<u>Product category ID</u>	<u>Date Created</u>	<u>Unit Cost</u>	<u>TOTAL QTY</u>	<u>TOTAL VALUE</u>
23536814-0	KIT V-POD - PMW/EGR VALVE	ENG S-50	9/15/2005	\$782.47	1	\$782.47
23537128-0	CLAMP - EXHAUST - SER 50	ENG S-50	9/18/2007	\$5.29	5	\$26.45
29503757-0	GASKET - SOLENOID COVER	ENG MISC	9/15/2005	\$1.39	1	\$1.39
29519212-0	SCREW, TAPPING SER-50	ENG S-50	6/7/2006	\$1.75	2	\$3.50
5151444-0	PIN - DOWEL	ENG S-50	9/15/2005	\$0.86	9	\$7.74
5196026-0	BEARING - CAMSHAFT	ENG S-50	9/15/2005	\$12.10	5	\$60.50
54-13117-020-0	SPACER - 1X.656X2.06	ENG S-50	9/15/2005	\$7.08	3	\$21.23
54-13117-020-3	SPACER - 1X.656X2.06	ENG S-50	9/15/2005	\$0.00	18	\$0.00
6304NSE-0	BEARING - SEALED IDLE PUL	ENG S-50	9/15/2005	\$6.52	11	\$71.72
72411-0	SPRING - OIL CAP SER-50	ENG S-50	9/15/2005	\$0.00	2	\$0.00
82-11645-000-0	SWITCH - LOW AIR FRT WALL	ENG S-50	9/15/2005	\$10.96	4	\$43.84
83200144-0	RETAINER - LATCH PIN	ENG S-50	9/15/2005	\$2.22	16	\$35.52
8920172-0	DOWEL - CAMSHAFT SER-50	ENG S-50	9/15/2005	\$4.86	1	\$4.86
8923959-0	SEAL - BLOWER VALVE	ENG MISC	9/15/2005	\$0.59	2	\$1.18
8929130-0	GASKET - OIL FILLER ASSY	ENG S-50	9/15/2005	\$1.85	19	\$35.20
8929240-0	RING - TIMING SER 50	ENG S-50	9/15/2005	\$11.38	1	\$11.38
8929393-0	BOLT - INJ. HOLD DN. S-50	ENG S-50	9/15/2005	\$0.79	9	\$7.11
8929494-0	RETAINER - VALVE ADJ SCRW	ENG S-50	9/15/2005	\$0.25	1	\$0.25
8929587-0	BOLT - CAM CAP SER-50	ENG S-50	9/15/2005	\$4.86	8	\$38.88
E23535315-	TURBO - SERIES	ENG S-50	9/15/2005	\$3,106.95	1	\$3,106.95

<u>Part ID-Suffix</u>	<u>Part short description</u>	<u>Product category ID</u>	<u>Date Created</u>	<u>Unit Cost</u>	<u>TOTAL QTY</u>	<u>TOTAL VALUE</u>
<b>0</b>	50 EGR					
<b>E23535315-3</b>	TURBO - SERIES 50 EGR - WARRA	ENG S-50	4/28/2009	\$0.00	1	\$0.00
<b>R23526039-0</b>	PUMP - WATER SER 50 EGR	ENG S-50	8/20/2008	\$280.86	2	\$561.72
<b>R23532558-1</b>	KIT - CYLINDER SER 50	ENG S-50	9/15/2005	\$347.30	1	\$347.30
<b>REBS50-0</b>	SERIES 50 EGR O/H KIT	ENG S-50	2/19/2007	\$7,341.98	1	\$7,341.98
						<b>\$23,812.61</b>