



Interoffice Memorandum

February 5, 2018

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

THROUGH: Otto Drozd III, Fire Chief 
Fire Rescue Department

FROM: Lauraleigh Avery, Acting Division Chief, Operations 
Orange County Fire Rescue Department

CONTACT: Lauraleigh Avery, Acting Division Chief, Operations
Orange County Fire Rescue Department
407-836-9029

SUBJECT: Transit Bus Transfer Agreement – Consent Item

Orange County Fire Rescue is proposing to acquire a transport bus from LYNX to be used as an Ambubus. The Ambubus will be used for large scale mass casualty related incidents, evacuations of large scale facilities such as nursing homes, hospitals and Adult Living Facilities. This unit will also be used for large gatherings such as sports, marathons, parades, and firefighter rehab.

It is understood that the Ambubus will largely be used in the Orlando Metropolitan area however, it is also understood the bus is also a regional asset and will be available for regional response; OCFRD will send the Ambubus and a driver when requested within the region.

Under the terms of this agreement Lynx will transfer a vehicle to Orange County Fire Rescue. This unit would become our regions first Mass Casualty Incident (MCI) bus to serve the citizens and visitors of Orange County.

Action Requested: Approval and execution of Transit Bus Transfer Agreement by and between the Central Florida Regional Transportation Authority and Orange County, Florida and authorization of payment in the amount of \$2,500 for fair market value for Lynx Bus 568 and equipment, excluding all fare boxes and stands, all video surveillance systems, all digital recording systems, and all ranger mobile data terminals, which are to be removed at LYNX's expense.

C: Ajit Lalchandani, County Administrator

TRANSIT BUS TRANSFER AGREEMENT

~~January 20, 2018~~
FEB 20 2018
THIS TRANSIT BUS TRANSFER AGREEMENT ("Agreement") dated January 20, 2018 is entered into 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 Orange County, Florida, a charter county and political subdivision of the State of Florida ("Transferee"), having an address of 201 S Rosalind Ave, Orlando, FL 32801, through Orange County Fire Rescue and Orange County Health Services.

WHEREAS, LYNX is the owner of a certain bus (the "Bus") and other equipment (the "Equipment") which are described on Exhibit A attached hereto; and

WHEREAS, the Transferee desires to acquire all right, title and interest in the Bus 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 Transferee, and Transferee agrees to accept all right, title and interest in and to the following:

- (a) the Bus; 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 Bus at its sole cost and expense:

- (a) All Fare boxes and Stands
- (b) All Video Surveillance Systems
- (c) All Digital Recording Systems
- (d) All Ranger Mobile Data Terminals

3. **PAYMENT FOR BUS 568 AND EQUIPMENT**. Transferee agrees to make payment to LYNX in the amount of \$2,500.00 as the Fair Market of Value of Bus 568 and its equipment. The aforesaid payment shall be made by Transferee to LYNX within 60 days following the approval date of the purchase of the Bus and Equipment, by

the Orange County Board of County Commissioners. The approval date must be by no later than March 15, 2018, or this Agreement will no longer be valid.

4. **SHIPPING.** Transferee shall be solely responsible for arranging the pick-up and shipping of the Bus and Equipment from LYNX's facilities, and all expenses in connection therewith. Risk of loss for damage to the Bus and Equipment shall pass to Transferee when Transferee picks-up the Bus and Equipment at LYNX's place of business. The Transferee must pick up the Bus and Equipment immediately after the payment to LYNX of the purchase price set forth in paragraph 3 above.

5. **FTA GRANTS.** The parties acknowledge that the Bus (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**"). LYNX acknowledges that the Bus and Equipment have reached the end of their useful lives, in terms of the federal grant requirements, and the Transferee is assuming no obligation to the Federal Government for the property. LYNX further acknowledges that the Bus and Equipment have been fully depreciated in terms of FTA's disposition requirements.

6. **GOOD AND CLEAR TITLE.** LYNX warrants and guarantees that good and clear title to the Bus and Equipment will pass to the Transferee free and clear of all claims, liens, security interests and other rights and encumbrances.

7. **DISCLAIMER OF WARRANTIES.** **Transferee 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 Bus and Equipment, the quality or capacity of the Bus or Equipment with the requirement of any law, rule, specification or contract pertaining thereto, patent infringement, or latent defects. **TRANSFEREE FURTHER ACKNOWLEDGES THAT IT ACCEPTS THE BUS AND EQUIPMENT IN THEIR PRESENT "AS IS" CONDITION.**

8. **LYNX REPRESENTATIVE.** LYNX's Property Officer is designated as the LYNX Representative for purposes of working with Transferee to coordinate delivery of the Bus and Equipment. Nothing herein shall be deemed to expand LYNX's obligations under **Section 4.**

9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

10. **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) The Parties shall be responsible for their own costs and fees, including attorneys' fees, should litigation arise out of this Agreement.

(f) 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.

(g) 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.

(h) This Agreement is contingent upon it being signed by both Parties by March 15, 2018.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

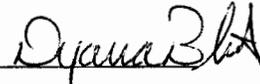
**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: 
Edward Johnson
Chief Executive Officer

Date: 25 Feb 18

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this _____ day of January, 2018, by Edward Johnson, as Chief Executive Officer, and he acknowledged before me that he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that he was authorized to do so.

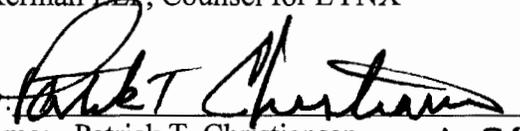
DYANA BLICKLE 
Name:
Notary Public
Serial Number: GG127637
Commission Expires: 7/24/2021
STATE OF FLORIDA
COUNTY OF ORANGE



Dyana C Blicke
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG127637
Expires 7/24/2021

This Agreement has been reviewed as to form for reliance only by LYNX and for no other person and for no other purpose.

Akerman LLP, Counsel for LYNX

By: 
Name: Patrick T. Christiansen 1-25-18
Title: Partner

ORANGE COUNTY, FLORIDA
By: Orange County Board of County
Commissioners



By: *T. Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 2-20-18

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

EXHIBIT A

Asset Listing

Acquisition Date	Acquisition Value	VIN	Company Asset Number	Description	FMV	PAY TO LYNX
9/30/2005	\$253,127	15GCD291651112370	568	PHANTOM- C29D102N4 Gillig Bus	\$2,500	\$2,500
9/30/2005	\$18,148		568A	Engine - Gillig Phantom 40Ft	\$0	\$0
9/30/2005	\$16,059		568B	Transmission - Gillig Phantom 40Ft	\$0	\$0
Total	\$287,334				\$2,500	\$2,500