

TRANSIT DIVISION / Maintenance

3201 W. Copans Road • Pompano Beach, Florida 33069 • 954-357-8324 • FAX 954-357-8350

Lyle Block
Procurements and Contracts Officer
Antelope Valley Transit Authority
42210 6th Street West
Lancaster, CA 93534
Phone 661-729-2288
lblock@avta.com

May 5, 2017

Dear Mr. Block,

We wish to again send our appreciation of your cooperation in allowing Broward County to utilize your Option Coaches as described in a separate letter. In that letter, Antelope Valley agreed to provide ten (10) Option Coaches under the agreement between Antelope Valley and Motor Coach Industries dated March 21, 2014 (the "Agreement").

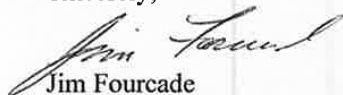
In accordance with current FTA guidelines, Broward further requests from you, your underlying bid evaluation criteria related to the Agreement. This may include scoring criteria, pricing/costing, or other pertinent information.

Please send that to my attention at your earliest convenience.

Jim Fourcade
Director of Maintenance
Broward County
3201 West Copans Road
Pompano Beach FL 33069
Phone: 954-357-8441
jfourcade@borward.org

Thank you for your continued support.

Sincerely,



Jim Fourcade

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

ASSIGNMENT

This Assignment Agreement (“Assignment”) dated May 15, 2017, is by and between Broward County Transit Division (“Assignee”), of Broward County Florida, and Antelope Valley Transit Authority of Lancaster, CA (“Assignor”).

WHEREAS, Assignor and Motor Coach Industries, Inc. (“MCI”) are parties to certain Agreement for Commuter Coaches dated April 29, 2014, whereas Assignor is a Procuring Agency under the Victor Valley Transportation Authority Agreement dated March 21, 2014, for the purchase of low-emission diesel powered coaches by Assignor from MCI (the “Contract”); and,

WHEREAS, over the term of the Contract, the Contract provides for the purchase of additional Coaches (each an “Option Coach”) and allows Assignor to assign the right to purchase Option Coaches to transit operators and public agencies as permitted by Federal Transit Administration guidelines; and,

WHEREAS, Assignee has requested that Assignor assign to Assignee and Assignor has consented to assign to Assignee, the right to purchase ten (10) Optional Coaches pursuant to the terms and conditions of the Contract;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts the assignment of, the right to purchase ten (10) Optional Coaches under the terms and conditions of the Contract effective as of the date last appearing below.
2. Assignor represents to Assignee that the option to purchase Optional Coaches offered by MCI and the Contract remains in effect and that there are no other agencies authorized to “piggy-back” on the above referenced Contract that would have the effect of reducing the number of Option Coaches available for Assignee’s purchase to less than the number specified in paragraph 1.
3. Assignee and MCI are entitled to enforce their respective rights under the Contract referenced by this Assignment.
4. Assignee acknowledges that it must enter into a separate contract with MCI in order to purchase the Optional Coaches referenced by this Assignment and that any such contract will be subject to the terms and conditions of the Contract.

John F. Caruso
Director of Maintenance
Broward County
3201 West Copans Road
Pompano Beach FL 33069
Phone: 954-357-8441
jfourcade@borward.org

6. All communications with Assignor shall be addressed as follows:

Lyle Block
Procurements and Contracts Officer
Antelope Valley Transit Authority
42210 6th Street West
Lancaster, CA 93534
Phone 661-729-2288
lblock@avta.com

with copy to:

Mark Perry
Fleet & Facility Manager
Antelope Valley Transit Authority
42210 6th Street West
Phone: 661-729-2219
Lancaster, CA 93534
mperry@avta.com

7. Assignor shall give MCI a copy of the fully executed Assignment.

IN WITNESS WHEREOF, this Assignment is executed on the day and year last appearing below.

ASSIGNEE:


Name and Title

Dated: 5/15/17

ASSIGNOR:


Name and Title

Dated: 5/22/17

ASSIGNMENT

This Assignment Agreement ("Assignment") dated May 17, 2017, is by and between Broward County Transit Division ("Assignee"), of Broward County Florida, and Roaring Fork Transportation Authority of Aspen Colorado ("Assignor").

WHEREAS, Assignor and Motor Coach Industries, Inc. ("MCI") are parties to certain Agreement for Accessible Commuter Coach Consortium Purchase No 15-014 Dated December 10, 2015 for the purchase of low-emission diesel powered coaches by Assignor from MCI (the "Contract"); and,

WHEREAS, over the term of the Contract, the Contract provides for the purchase of additional Coaches (each an "Option Coach") and allows Assignor to assign the right to purchase Option Coaches to transit operators and public agencies as permitted by Federal Transit Administration guidelines; and,

WHEREAS, Assignee has requested that Assignor assign to Assignee and Assignor has consented to assign to Assignee, the right to purchase eight (8) Optional Coaches pursuant to the terms and conditions of the Contract;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts the assignment of, the right to purchase eight (8) Optional Coaches under the terms and conditions of the Contract effective as of the date last appearing below.
2. Assignor represents to Assignee that the option to purchase Optional Coaches offered by MCI and the Contract remains in effect and that there are no other agencies authorized to "piggy-back" on the above referenced Contract that would have the effect of reducing the number of Option Coaches available for Assignee's purchase to less than the number specified in paragraph 1.
3. Assignee and MCI are entitled to enforce their respective rights under the Contract referenced by this Assignment.
4. Assignee acknowledges that it must enter into a separate contract with MCI in order to purchase the Optional Coaches referenced by this Assignment and that any such contract will be subject to the terms and conditions of the Contract.

5. All communications with Assignee shall be addressed as follows:

Jim Fourcade
Director of Maintenance
Broward County
3201 West Copans Road
Pompano Beach FL 33069
Phone: 954-357-8441
jfourcade@borward.org

6. All communications with Assignor shall be addressed as follows:

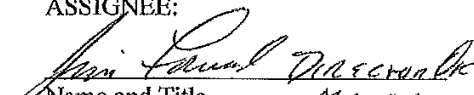
Tammy Sommerfeld, CPIM
Procurement Manager
Roaring Fork Transit Authority
51 Service Center Drive
Aspen CO 81611
Phone: 970-384-4869
tsommerfeld@rfta.com

Copy to kosier@rfta.com

7. Assignor shall give MCI a copy of the fully executed Assignment.

IN WITNESS WHEREOF, this Assignment is executed on the day and year last appearing below.

ASSIGNEE:


Name and Title *MAINTENANCE*

Dated: 5/17/17

ASSIGNOR:


Name and Title

Dated: 5/17/17

Sent via Email

May 25, 2017

Mr. James Fourcade
Director of Maintenance
Broward County Transit
3201 West Copans Road
Pompano Beach, Florida 33069
JFourcade@broward.org

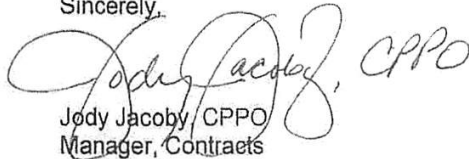
**Re: Contract Option Assignment Agreement to Broward County Transit
Metropolitan Council Contract Number 12P227
Metropolitan Council Option Release 12P227S
Notice to Proceed**

Dear Mr. Fourcade:

Enclosed is one fully executed copy of the Broward County Assignment Agreement. You are authorized to proceed with Gillig LLC consistent with the provisions of the Agreement.

Please contact Joel Kulow (651-602-1116) or Mike Joyce (612-349-5008) if you have any questions regarding this matter.

Sincerely,


Jody Jacoby, CPPO
Manager, Contracts

JLJ/jjk

Enclosure

cc: Mike Joyce, Assistant Director, Bus Maintenance, Metro Transit

Assignment Agreement

BETWEEN

Metropolitan Council
390 Robert Street North
St. Paul, MN 55101
(hereinafter referred to as the "Council")

- and -

Gillig LLC
25800 Clawiter Road
Hayward, CA 94545
(hereinafter referred to as "Gillig")

- and -

Broward County Transit
3201 West Copans Road
Pompano Beach, Florida 33069
(hereinafter referred to as "BCT")

RECITALS

- A. The Council and Gillig have entered into a contract (12P227) for the manufacture and delivery of one hundred eighty-four (184) forty-foot transit buses and an option of up to two hundred twenty-one (221) more buses, dated July 30, 2013 (the "Gillig Contract").
- B. Sections 5.11 and 8.04 of the Gillig Contract provide the Council, at its sole discretion, with the assignment of contract options through July 30, 2018.
- C. The Council intends to assign to BCT the option to purchase thirty (30) buses of the two hundred twenty-one (221) option vehicles as set out in section 5.11 of the Gillig Contract.
- D. Gillig is agreeable to the Council assigning the option to purchase thirty (30) of the two hundred twenty-one (221) optional buses as set out in section 5.11 of the Gillig Contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Assignment:

- a. As of the Effective Date, the Council hereby transfers and assigns to BCT all rights, interests and benefit in the option to purchase at its sole discretion thirty (30) of the two hundred twenty-one (221) option buses as set out in section 5.11 (the "Option for Additional Vehicles"). Such assignment shall be subject to all terms and conditions of section 5.11, unless otherwise agreed between Gillig and BCT.
- b. BCT hereby covenants and agrees that upon such assignment it will be responsible to Gillig for every duty, obligation and liability under any agreement with Gillig arising from exercising the Assigned Option Vehicles.
- c. Gillig hereby acknowledges and agrees to the assignment set out in this Agreement and already shown in section 5.11 of the Gillig Contract.
- d. The Council, Gillig and BCT agree that the option to purchase the remaining one hundred ninety-one (191) of the two hundred twenty-one (221) option buses as set out in section 5.11 of the Gillig Contract shall remain with the Council.
- e. The Council and Gillig hereby covenant with BCT that they have not made any assignment of the Gillig Contract or any benefits thereto other than as contemplated by this assignment, the Gillig Contract is in full force and effect and they are not in breach in any material aspect of any of the terms and conditions of the Gillig Contract.

2. Waiver of Claims:

CT and Gillig waive any and all claims against the Council that may arise out of the acquisition and subsequent use of buses from Gillig by BCT pursuant to this assignment under section 8.04 of the Gillig contract.

3. Further Assurances:

The parties covenant and agree that they shall execute and deliver such further assurances in respect of this Assignment Agreement.

4. Entire Agreement:

This Assignment Agreement constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Assignment Agreement may only be amended in writing, executed by duly authorized representatives of the parties hereto.

5. Enforceability:

In the event that any portion of this Assignment Agreement is declared non-enforceable by a court having jurisdiction, then this Assignment Agreement with respect to enforceable provisions shall continue in force and any non-enforceable provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the non-enforceable provision.

6. Successors and Assigns:

The provisions hereof shall inure to the benefit of and be binding upon all of the parties hereto and their respective successors and assigns.

7. Interpretation:

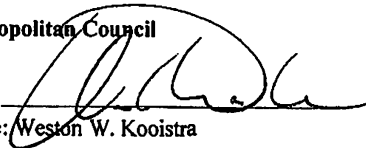
The validity and interpretation of this Assignment Agreement, and the rights and obligations therein, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Assignment Agreement, or breach of this Assignment Agreement, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

8. Counterparts:

This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and same document. The parties may rely on facsimile or PDF reproductions of the signatures of any party.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their duly authorized representatives on the dates indicated.

Metropolitan Council

PER: 
Name: Weston W. Kooistra
Title: Regional Administrator
Date: 05/24/2017
I/We have the authority to bind the Council.

Gillig LLC

PER: _____
Name: _____
Title: _____
Date: _____
I/We have the authority to bind the Corporation.

PER: _____
Name: _____
Title: _____
Date: _____

Broward County Transit

PER: _____
Name: _____
Title: _____
Date: _____
I/We have the authority to bind the County.

6. Successors and Assigns:

The provisions hereof shall inure to the benefit of and be binding upon all of the parties hereto and their respective successors and assigns.

7. Interpretation:

The validity and interpretation of this Assignment Agreement, and the rights and obligations therein, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Assignment Agreement, or breach of this Assignment Agreement, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

8. Counterparts:

This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and same document. The parties may rely on facsimile or PDF reproductions of the signatures of any party.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their duly authorized representatives on the dates indicated.

Metropolitan Council

PER: _____

Name: Weston W. Kooistra

Title: Regional Administrator

Date: _____

I/We have the authority to bind the Council.

Gillig LLC

PER: 

Name: JOSEPH POLICARPIO

Title: VICE PRESIDENT

Date: MAY 23, 2017

I/We have the authority to bind the Corporation.

PER: _____

Name: _____

Title: _____

Date: _____

Broward County Transit

PER: 

Name: CHRIS WILCOX

Title: Director

Date: May 23, 2017

I/We have the authority to bind the County.