

**EXHIBIT F**

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

This Assignment agreement dated \_\_\_\_\_ 2009 is by and between Yolo County Transportation District, a special district of the state of California ("YCTD") and \_\_\_\_\_, a \_\_\_\_\_ of the state of \_\_\_\_\_ ("\_\_\_\_\_").

WHEREAS, YCTD and CONTRACTOR are parties to that certain **Agreement For Purchase of Transit Bus Digital Security Camera System (No. 2009-\_\_\_\_\_)** dated \_\_\_\_\_, 2009 for the purchase of **Transit Bus Digital Security Camera System** by YCTD from CONTRACTOR (the "Contract"); and,

WHEREAS, over the one (1) year term of the agreement, the Contract provides for the purchase of up to 100 additional Transit Bus Security Camera Systems (each an "Option Transit Bus Security Camera System") and allows YCTD to assign the right to purchase Option Transit Bus Security Camera Systems to transit operators and public agencies as permitted by Federal Transit Administration guidelines; and,

WHEREAS, \_\_\_\_\_ has requested that YCTD assign to \_\_\_\_\_ and YCTD has consented to assign to \_\_\_\_\_, the right to purchase \_\_\_\_\_ ( ) Optional Transit Bus Security Camera Systems pursuant to the terms and conditions of the Contract;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. YCTD hereby assigns and transfers to \_\_\_\_\_ ("Assignee"), and \_\_\_\_\_ hereby accepts the assignment of, the right to purchase \_\_\_\_\_ ( ) Optional Transit Bus Security Camera Systems under the terms and conditions of the Contract effective as of the date last appearing below.
2. YCTD represents to \_\_\_\_\_ that the option to purchase Optional Transit Bus Security Camera Systems offered by CONTRACTOR 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 Transit Bus Security Camera Systems available for Assignee's purchase to less than the number specified in paragraph 1.
3. Assignee and CONTRACTOR 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 CONTRACTOR in order to purchase the Optional Transit Bus Security Camera Systems 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:

Name  
Title  
Public Transit Agency  
Address  
Phone  
Fax

With Copy to: Buyer  
Yolo County Transportation District  
350 Industrial Way  
Woodland, CA 95776  
Telephone: (530) 661-0816  
Facsimile: (530) 661-1732

6. YCTD shall give CONTRACTOR a copy of the fully executed Assignment.

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

ASSIGNEE:

YOLO COUNTY TRANSPORTATION DISTRICT:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Terry v. Bassett, Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_