

**ASSIGNMENT TO PURCHASE TRANSIT BUSES FROM GILLIG LLC
THROUGH LYNX CONTRACT 09-C05**

THIS ASSIGNMENT is made as of this 10th day of March, 2010, by the Central Florida Regional Transportation Authority d/b/a (LYNX), (“The Executive Agent”) to Ketchikan Gateway Borough (“the Assignee”).

WHEREAS, the Central Florida Regional Transportation Authority on behalf of the Florida Transit Association Finance Corp (FTAFC) issued a solicitation package, dated June 30, 2008, for the purchase and delivery of heavy duty diesel fueled and hybrid electric transit buses; and

WHEREAS, as a result of the solicitation and evaluation of the proposals received, and by action of the LYNX governing Board of Directors at its meeting of December 11, 2008, the Board of Directors awarded the contract for the buses to Gillig Corporation (“Gillig”); and

WHEREAS, LYNX and Gillig entered into LYNX Contract 09-C05 dated December 11, 2008, which provides for the purchase of a minimum of 25 and a maximum of 1,844 buses; and

WHEREAS, the solicitation package, indicated in paragraph 2.4 that LYNX with FTAFC concurrence may assign the right to purchase from the contract; and

WHEREAS, the FTA permits the post-award use of a contractual document or process to certain others who were not contemplated in the original procurement, when the solicitation document and the resultant contract contain an assignability clause for all or part of the specified deliverables as originally advertised, competed, evaluated, and awarded, and when the original solicitation and the resultant contract contain both a minimum and a maximum quantity, which represent the reasonably foreseeable needs of the parties to the solicitation; and

WHEREAS, LYNX and the Assignee are each governmental entities and are authorized to contract with other governmental entities; and

WHEREAS, the Assignee desires to purchase ^{two (2) RB 9-28-2010} ~~one (1)~~ bus from Gillig under the assignability provision of the Contract, and LYNX desires to transfer to the Assignee LYNX’s rights for one (1) bus under the Contract; and

WHEREAS, the Assignee has satisfied itself that LYNX has complied with all FTA third party contracting procedures in procuring the buses; and

WHEREAS, LYNX and the FTAFC have determined that changed circumstances experienced by one or more consortium members have rendered the quantity of vehicles to be assigned excess to the needs of the consortium members; and

WHEREAS, the Assignee agrees to pay the FTAFC \$1,500.00 for each vehicle purchased pursuant to this assignment to defray a proportionate share of contract issuance and administration expenses; and


NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in herein, LYNX and the Assignee state and agree as follows:

1. **Assignment.** LYNX assigns to the Assignee, LYNX's rights under paragraph 13(f) of the Contract to assign the purchase of ~~one (1)~~ bus from the Gillig Corporation and consents to the Assignee's purchase of the bus under and pursuant to the Contract.
2. **Conditions of Assignment.** LYNX shall retain all authority to administer the contract. The Assignee shall assume the role of Purchasing Agency as defined in the contract. The Assignee agrees that the Assignee shall be solely liable and obligated to Gillig for the total cost of the purchase of the buses pursuant to this Assignment and shall make any payments directly to Gillig in accordance with the contract.
3. **Effective Date.** This Assignment shall be effective as of the date this Assignment has been fully executed by LYNX, the FTAFC and the Assignee. This Assignment shall remain in effect for 270 calendar days for the execution of purchase documents with the Gillig Corporation, unless extended or sooner terminated by the mutual agreement of the parties hereto.
4. **Order Processing.** The assignee agrees to forward a copy of the executed purchase order to Rich Bannon, Manager of Procurement and Contract for LYNX. A copy may be faxed to 407.254.6292 or e-mailed to: RBannon@golynx.com.

[SIGNATURE PAGE FOLLOWS]


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

"ASSIGNEE"

By: 
Name: DAN BOCKHORST
Title: BOLDOURCH MANAGER

"LYNX"

Central Florida Regional Transportation Authority

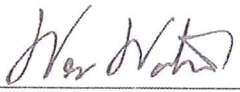
By: 
Name: Linda Watson
Title: Chief Executive Officer

Date: 5-21-10

Date: 7-27-10

"FTAFC"

Florida Transit Association Finance Corp

By: 
Name: Wes Watson
Title: Executive Director

Date: 7/21/10