

**TRANSITION AGREEMENT
FOR THE UNWINDING OF THE
CITY OF LONGVIEW, WASHINGTON
TRAFFIC SAFETY CAMERA PROGRAM**

THIS TRANSITION AGREEMENT ("Transition Agreement") is made this ____ day of _____, 201_, by and between the City of Longview, Washington, a municipal corporation ("City"), and American Traffic Solutions, Inc. ("ATS").

RECITALS

WHEREAS, the City entered into a Professional Services Agreement with ATS dated August 27, 2010; and

WHEREAS, said Professional Services Agreement, as amended, is hereafter referred to as (the "Agreement"); and

WHEREAS, the Agreement expired and was terminated effective December 31, 2016; and

WHEREAS, the City and ATS desire to enter into this Transition Agreement for ATS to provide services required to unwind the Program.

NOW, THEREFORE, for and in consideration of the foregoing recitals, all of which are hereby adopted as an integral part of this Transition Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and ATS hereby covenant and agree as follows:

1. Term.

- A. This Transition Agreement shall commence on January 1, 2017, and shall terminate on June 30, 2017 ("Service Term"), unless earlier terminated by the City by providing ATS seven (7) days prior written notice of termination. The City and ATS may mutually agree in writing to extend the Service Term, if such additional time is necessary to complete the services required by this Transition Agreement.
- B. Should the City terminate this Transition Agreement before the end of the Service Term, the City shall pay ATS for services provided up to the effective date of termination in accordance with the terms in paragraph 4 of this Transition Agreement.

2. ATS's Duties and Responsibilities. ATS shall be responsible for providing services required to unwind the Program. ATS's duties and responsibilities shall include the following during the Service Term

- A. Event processing includes web application hosting, maintenance and remote administration, clerical data entry and quality review steps, in-state and out-of-state DMV records access and data acquisition, mailing of 1st notice, complete with photos and in color with return envelope, mailing of reminder notice - text only, lockbox payment processing, web-payments access with user convenience fee, call center support for general program questions, web site accessible to citizens for image viewing, information and payments, and design support for city-implemented public awareness program.
- B. Maintaining standard payment channels that were available under the Agreement to collect and process payments.

3. **Payment.**

A. The City shall pay ATS as follows:

1. For services provided during the Service Term, the City shall pay ATS a fixed fee of \$12,000 per month beginning for the month of January, 2017 with the first invoice to be sent to the City on or before February 15, 2007 and then by the 15th of each month hereafter.
2. The City authorizes ATS to keep the \$4.00 convenience fee for e-payment typically charged to the violator disabled and the City instead shall pay ATS the \$4.00 convenience fee for all e-payments made by violators.

B. ATS shall submit to the City on a monthly basis a detailed invoice with appropriate documentation which shall evidence the number of mailings. The detailed monthly invoice shall be itemized and include the installment payment due and other payments due pursuant to this paragraph. The City will review and approve the detailed monthly invoice and pay ATS in full within thirty (30) days of receipt of such detailed monthly invoice.

C. In no event shall the City be responsible for any charges, fees or other costs except as expressly set forth in this Transition Agreement.

3. **Obligations After Expiration or Termination of the Transition Agreement.**

A. Within thirty (30) days after expiration or earlier termination of this Transition Agreement, ATS shall provide to the City all evidence package data and information for all violations currently maintained on the ATS Axis System on behalf of the City. The information shall be delivered to the City on removable media with search capabilities. The City agrees that ATS is no longer under any obligation to maintain evidence package data or information and that any public records request for such information shall be made to the City, as the City shall now be the sole custodian of records for any and all violations and related evidence package data and information. Upon the termination of this Transition Amendment ATS shall terminate all use of the Axis System for the City's program and upon such termination the Axis System and related lockbox shall no longer be capable of accepting payments.

B. Final payment to ATS shall not be made by the City until ATS has completed all of its obligations set forth in this Transition Agreement including but not limited to those obligations set forth in paragraph 3.A., above.

4. **Equipment.** Upon the execution date of this Transition Agreement the ownership, rights and all responsibility of installed equipment and infrastructure, with the exception of the cameras, camera housing and camera controller, controller housing, radar unit and radar unit housing, will transfer from ATS to the City. ATS will maintain ownership and will remove at no cost to the City the cameras, camera housing, camera controller, controller housing, radar unit and radar unit housing at all sites. ATS shall no longer have any obligation or liability in relation to the site and City assumes ownership and benefits of all underground infrastructure and any and all obligations and liability that may arise from the site thereafter.

5. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or landlord and tenant or of partnership or of joint venture between the parties.

6. **Severability.** Should any section or part of any section of this Transition Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any other section of this Transition Agreement.
7. **Governing Law and Venue.** This Transition Agreement shall be interpreted and construed in accordance with the laws of the State of Washington and shall inure to and be binding upon the parties hereto, their successors, and assigns.
8. **Amendment.** This Transition Agreement may be amended only in writing executed by the City and ATS.
9. **Entire Agreement.** This Transition Agreement sets forth all covenants, promises, agreements, conditions and understandings between the City and ATS concerning the services required to unwind the Program, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.
10. **Assignment.** ATS shall make no assignment of any of its rights, duties, or obligations under this Transition Agreement without the City's prior written approval.
11. **No Waiver.** No provision of this Transition Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Transition Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
12. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Transition Agreement, shall survive such expiration or earlier termination.

IN WITNESS WHEREOF, the parties hereto have caused this Transition Agreement to be executed by their duly authorized representatives on the date first above written.

CITY OF LONGVIEW, WASHINGTON

ATTEST

By: _____

Print: _____

Title: _____

City Clerk (Designee)

(SEAL)

Approved as to Form and Content:

City Attorney (Designee)

AMERICAN TRAFFIC SOLUTIONS, INC

By: _____

Print: _____

Title: _____