

**FOURTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment ("Fourth Amendment") is dated effective this ___ day of May, 2015, unless otherwise noted, and is entered into between American Traffic Solutions, Inc. ("ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 1330 West Southern Avenue, Tempe, Arizona 85282, and the City of Longview ("Customer"), a municipal corporation of the State of Washington with its principal offices at 1525 Broadway, Longview, Washington 98632.

RECITALS

WHEREAS, on August 27, 2010, Customer and ATS entered into a Professional Services Agreement for the City's use of the Axis™ system to enforce traffic violations (the "Agreement");

WHEREAS, on December 8, 2011, Customer and ATS entered into the First Amendment to the Agreement;

WHEREAS, on March 22, 2012, Customer and ATS entered into the Second Amendment to the Agreement;

WHEREAS, on May 13, 2013, Customer and ATS entered into the Third Amendment to the Agreement;

WHEREAS, Section 17 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, Customer and ATS mutually desire to amend, modify, or alter certain terms and conditions of the Agreement as set forth in this Fourth Amendment.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Fourth Amendment, Customer and ATS agree as follows:

1. The recitals set forth above are incorporated by reference.

2. Section 4(b) of the Agreement is deleted and replaced with the following:

Either party may terminate the Agreement, effective December 31, 2016, with ninety (90) days' written notice prior to December 31, 2016. Absent termination, the Agreement is extended to December 31, 2018, and, absent ninety (90) days' written notice prior to the expiration of any two(2)-year term, the Agreement is subject to automatic renewal for 2-year periods.

3. Schedule 1 of the Agreement is deleted in its entirety and replaced with the amended Schedule 1 attached to this Fourth Amendment. The amended Schedule 1 is effective as of May 1, 2015.

4. Except as expressly amended or modified by the terms of this Fourth Amendment, all terms of the Agreement and prior amendments shall remain in full force and effect. In the event of a conflict between the terms of this Fourth Amendment and the Agreement, the terms of the Fourth Amendment shall prevail and control.

5. This Fourth Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

6. Each party represents and warrants that the representative signing this Fourth Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Fourth Amendment.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment.

CITY OF LONGVIEW

By: _____
Title: _____
Date: _____

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Title: _____
Date: _____

Approved as to Form

Longview City Attorney
Date: _____

**Schedule 1
Service Fee Schedule**

SCHOOL ZONE SPEED SYSTEM	
Service	Service Fee
<p>Fixed Site Speed Camera for School Zone Enforcement</p> <p>Monthly service fee includes up to a 4-lane system and includes speed system camera equipment, installation, maintenance, and violation processing services. 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, 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. School Zone camera systems will be shut down during the school's summer break and the Customer will not be charged this fee during the shutdown period. Any month during the school district's summer break, when schools are not in session for the entire month, will be pro-rated.</p>	<p><u>For cameras installed before May 13, 2013:</u> \$4,750 per pole (two cameras per pole) per month</p> <p><u>For cameras installed after May 13, 2013:</u> \$4,750 per camera per month</p>
<p>Monthly service fee includes up to 800 issued citations per camera, per month. An additional service fee shall apply to cover overage service and mailing.</p>	<p>\$7.00 service fee per citation issued over 800 per camera, per month</p>
<p>Convenience service fee for web-based payments and IVR payments processed by or on behalf of ATS</p>	<p>\$4.00 service fee per payment</p>