

MUTUAL RESOLUTION AGREEMENT

This Mutual Resolution Agreement ("Agreement") is entered into by and between the City of North Miami ("City"), a Florida municipal corporation, and American Traffic Solutions, Inc. ("ATS"), a Kansas Corporation (collectively the "Parties" and each a "Party") as of the date last executed below (the "Effective Date").

WHEREAS, on March 25, 2008, the City and ATS entered into an Agreement for Traffic Safety Program, which was then amended on June 30, 2010 (collectively, the "ATS Agreement"); pursuant to which ATS provides the City with cameras and services for the operation of the City's red light camera enforcement program; and

WHEREAS, certain disputes have arisen relating to the ATS Agreement and the operation of the City's red light camera enforcement program; and

WHEREAS, the Parties wish to fully and finally resolve all issues relating to the ATS Agreement and the operation of the City's red light camera enforcement program without further dispute; and

NOW, THEREFORE, in consideration of the agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; the Parties hereby agree as follows:

Terms and Conditions

1. Resolution. ATS shall pay City \$125,000.00 within thirty (30) days of the Effective Date; and the City and ATS agree that any alleged breach of the ATS Agreement by ATS existing prior to or as of the Effective Date shall be cured, and shall be deemed by the City to be cured.

2. Release. As of the Effective Date, City releases, remises, and forever discharges the other and its predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, employees, and agents of and from any and all claims, rights, demands, debts, liabilities, controversies, or causes of action (collectively, "Claims"), known or unknown, asserted or unasserted, liquidated or unliquidated, fixed or contingent, direct or derivative, at law or in equity, of any nature whatsoever, arising from or in any way related to the ATS Agreement or the operation of the City's red light camera enforcement program. This Agreement affects the compromise and mutual resolution of disputed allegations between the Parties, and nothing contained herein shall be construed as an admission by any Party of any liability of any kind to any Party, person, or entity.

3. Entire Agreement. The provisions of this Agreement comprise all of the terms, conditions, agreements, representations, and warranties of the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, arrangements, and understandings, if any, relating to that subject matter. This Agreement may not be amended, altered, modified, or supplemented, except in a writing signed by the Parties to this Agreement. This Agreement shall not be construed more strictly against one Party than another by virtue of the fact that it, or any part of it, may have been prepared by that Party or its counsel, it being

recognized that this Agreement is the result of arm's length negotiations between the Parties hereto.

4. Waiver. The failure of any Party at any time to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability of that provision or any other provisions of this Agreement or constitute a waiver of the right to enforce that provision or any other provision of this Agreement.

5. Severability. If any portion or portions of this Agreement are determined to be in conflict with any federal, state, or local law or are otherwise held unenforceable in accord with their terms, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein; provided, however, that Sections 2, 3, and 4 of this Agreement shall be deemed material and non-severable, and if any of those provisions are determined to be in conflict with any federal, state, or local law or are otherwise held unenforceable in accord with their terms, this Agreement shall terminate and the Parties shall be restored to their respective positions as of the Effective Date.

6. Governing Law. The Parties agree that this Agreement and any disputes based upon it shall be governed by the laws of the state of Florida, irrespective of any choice of law principles.

7. Survival. All agreements, covenants, representations, and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and continue in full force thereafter unless a shorter period of time is prescribed in this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, successors, assigns, and any other person or entity taking or purporting to take by or through them.

8. Counterpart Execution; Signatures. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute an original; but all of which taken together shall constitute one and the same instrument. A signature transmitted by facsimile or in a .PDF file shall have the same effect as an original signature. The undersigned signatories for each Party represent and warrant that they have all right and authority to bind and commit that Party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF NORTH MIAMI, FLORIDA

By: *George J. Hittner* 6/26/12
George Hittner Date
General Counsel/Corporate Secretary

By: *[Signature]* 7-18-12
Name/Title Date
Stephen E. Johnson, City Manager

ATTEST:

By: *Jacqui Vieira* 7/11/12
Name/Title Date
Jacqui Vieira, Deputy City Clerk

FORM APPROVED
OFFICE OF CITY ATTORNEY

[Signature]
Date 7/3/12