

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Data Ticket dba Revenue Experts Inc.
Agreement Type:	To process and collect administrative citations, revenue collection, and the processing of the administrative appeals review and hearings
Date Approved:	07 03 2007
Start Date:	07 03 2007
End Date:	07 02 2012
Contract Amount:	\$84,997
Comments	File No. 55 Includes Amendment No.s 1-4 Finance/Business Tax
Insurance Expiration:	11 01 2012

AMENDMENT NO. 4 TO THE AGREEMENT

BY AND BETWEEN

CITY OF GARDEN GROVE

AND

DATA TICKET DBA REVENUE EXPERTS INC.

TO PROCESS AND COLLECT ADMINISTRATIVE  
CITATIONS, REVENUE COLLECTION, AND THE  
PROCESSING OF THE ADMINISTRATIVE APPEALS  
REVIEW AND HEARINGS

APPROVED

DECEMBER 5, 2011



**CITY OF GARDEN GROVE  
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

William J. Dalton  
Mayor

Steven R. Jones  
Mayor Pro Tem

Dina Nguyen  
Council Member

Bruce A. Broadwater  
Council Member

Kris Beard  
Council Member

December 8, 2011

Data Ticket Inc.  
dba: Revenue Experts Inc.  
4600 Campus Drive, Suite 203  
Newport Beach, CA 92660

Attention: Bill Fleming

Enclosed is a copy of Amendment No. 4 of the Agreement by and between the City of Garden Grove and Data Ticket Inc., dba: Revenue Experts, Inc., to process and collect administrative citations, revenue collection, and the processing of the administrative appeals reviews and hearings.

Sincerely,

Kathleen Bailor, CMC  
City Clerk

  
By: Teresa Pomeroy  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Community Development

## CITY OF GARDEN GROVE

### AMENDMENT NO. 4

To Provide all Related Services for Processing and Collecting of the Administrative Citations, Revenue Collection, and Processing of the Administrative Appeals Reviews and Hearings for the City of Garden Grove.

This Amendment No. 4 to Provide all Related Services for Processing and Collecting of the Administrative Citations, Revenue Collection, and Processing of the Administrative Appeals Reviews and Hearings for the City of Garden Grove is made and entered into this 5<sup>th</sup> day of December 2011, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Data Ticket Inc. dba: Revenue Experts**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **08-2012**, effective **July 3, 2007**.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1.0, Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from July 3, 2011 to July 2, 2012.

Section 2.0, Services to be Provided, shall be revised to include the additional tasks as set forth in Addendum to Agreement which is attached as Attachment A and is hereby incorporated by reference.

Section 3.0, Compensation, shall be revised as follows:

The contract Price is hereby increased from \$59,998.00 to a new Firm Fixed Price of \$84,997.00. This is an increase of \$24,999.00.

Section 4.0. INSURANCE REQUIREMENTS - shall be revised as follows:

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain

Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR

shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 12-5-11

**"CITY"**  
**CITY OF GARDEN GROVE**

By:   
**City Manager**

**ATTESTED:**

  
**City Clerk**

Date: 12/7/2011

**"CONTRACTOR"**  
**Data Ticket, Inc. dba: Revenue Experts**

By: 

Name: MARJORIE A. FLEMING

Title: PRESIDENT

Date: 5 OCTOBER 11

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

  
**Garden Grove City Attorney**

10/6/11  
Date



4600 Campus Dr.  
Suite 200  
Newport Beach  
CA 92660




**ADDENDUM TO AGREEMENT DATED: JULY 3, 2007**

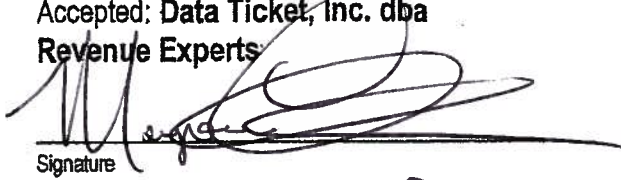
This Addendum to the Agreement between The City of Garden Grove (Agency) and Data Ticket, Inc. dba Revenue Experts (Company), is designed to enhance the City's ability to obtain delinquent revenue from its administrative and parking citations and other debts owed the Agency.

1. The Company is authorized to act as an agent for the Agency to collect Delinquent revenue from administrative and parking citations, and other items, as specified by the Agency, for the same period as specified in the Agreement.
2. The Agency will provide a mutually suitable arrangement for the collection of funds, and express authorization to do business on the Agency's behalf.
3. All forms, notices, postage and maintenance of files on collected information shall be provided by Company and available to the Agency to update its files. The Company shall provide the Agency with management reports and use its best efforts to obtain maximum results.
4. Fees for revenue collected by the collection agency shall be: 30% if no legal action is required and 40% if legal action is required. Payment shall be made within 30 days of the receipt of the invoice.
5. The Company shall not be responsible for the Agency's failure to provide correct or timely administrative citation information.
7. The operations of the Company shall not be disclosed by the City except as required by law, unless written agreement is given by the Company.

Accepted: The City of Garden Grove

  
 \_\_\_\_\_  
 Signature  
 Matthew Fertal  
 \_\_\_\_\_  
 Print Name and Title  
 \_\_\_\_\_  
 12-13-11  
 \_\_\_\_\_  
 Date

Accepted: Data Ticket, Inc. dba Revenue Experts

  
 \_\_\_\_\_  
 Signature  
 MARJORIE A. FLEMING, PRESIDENT  
 \_\_\_\_\_  
 Print Name and Title  
 \_\_\_\_\_  
 5 OCTOBER 11  
 \_\_\_\_\_  
 Date



Client#: 12154

DATTI

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/03/2011

**PRODUCER**  
Ashbrook-Clevidence, Inc.  
3000 W. MacArthur Blvd., #320  
License #0188788  
Santa Ana, CA 92704

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Data Ticket, Inc. dba: Revenue Experts  
4600 Campus Drive #200  
Newport Beach, CA 92660  
*Marjorie Flemming*

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins Co <i>A, XV</i>	<i>(E)</i>
INSURER B: Hartford Ins Co of the Midwest <i>AXV</i>	<i>(E)</i>
INSURER C: Continental Casualty Co <i>A, XV</i>	<i>(E)</i>
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBAIA9147	11/01/11	11/01/12	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBAIA9147	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBAIA9147	11/01/11	11/01/12	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	57WECZY4666	07/12/11	07/12/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Professional Liability (E&O)	287188360	11/01/11	11/01/12	\$2,000,000 Limit \$10,000 Retention	

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured as per the attached endorsement. This insurance shall be primary and non-contributory as per the attached verbage from the policy.

### CERTIFICATE HOLDER

City of Garden Grove  
ATTN: Heidi  
P.O. Box 3070  
Garden Grove, CA 92842-3070

### CANCELLATION \*10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Heidi*

*\*Marjorie Flemming to forward email re hired + non-owned autos. confirmed*

*11-9-11*

*Heidi M. Jay*

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 57 SBA IA9147



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF GARDEN GROVE  
ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS  
P.O. BOX 3070  
GARDEN GROVE, CA 92842

Form IH 12 00 11 85 T SEQ. NO. 003 Printed in U.S.A. Page 001  
Process Date: 08/18/11

Expiration Date: 11/01/12

UW COPY

Reviewed and approved as to insurance language  
and/or requirements.

11-9-11 *Heidi M. Jay*  
Title: Management

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk -or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

Handwritten signature and date: 11-9-11 [Signature]

AMENDMENT NO. 3 TO THE AGREEMENT

BY AND BETWEEN

CITY OF GARDEN GROVE

AND

DATA TICKET DBA REVENUE EXPERTS INC.

TO PROCESS AND COLLECT ADMINISTRATIVE  
CITATIONS, REVENUE COLLECTION, AND THE  
PROCESSING OF THE ADMINISTRATIVE APPEALS  
REVIEW AND HEARINGS

APPROVED

MAY 10, 2010



**CITY OF GARDEN GROVE  
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

May 13, 2010

Data Ticket Inc.  
dba: Revenue Experts Inc.  
4600 Campus Drive, Suite 203  
Newport Beach, CA 92660

Attention: Bill Fleming

Enclosed is a copy of Amendment No. 3 of the Agreement by and between the City of Garden Grove and Data Ticket Inc., dba: Revenue Experts, Inc., to process and collect administrative citations, revenue collection, and the processing of the administrative appeals reviews and hearings.

Sincerely,

Kathleen Bailor  
City Clerk

  
By: Teresa Pomeroy  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Finance Department/Business Tax

William J. Dalton  
Mayor

Steven R. Jones  
Mayor Pro Tem

Dina Nguyen  
Council Member

Bruce A. Broadwater  
Council Member

Andrew Do  
Council Member

**CITY OF GARDEN GROVE**

**AMENDMENT NO. 3**

To Provide all Related Services for Processing and Collecting of the Administrative Citations, Revenue Collection, and Processing of the Administrative Appeals Reviews and Hearings for the City of Garden Grove.

This Amendment No. 3 to Provide all Related Services for Processing and Collecting of the Administrative Citations, Revenue Collection, and Processing of the Administrative Appeals Reviews and Hearings for the City of Garden Grove is made and entered into this 10<sup>th</sup> day of May 2010, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Data Ticket Inc. dba: Revenue Experts**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **08-2012**, effective **July 3, 2007**.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1.0, Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from July 3, 2010 to July 2, 2011.

Section 4.0. INSURANCE REQUIREMENTS - shall be revised as follows:

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in the amount of \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be

acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.



Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 5/10/10

**"CITY"**  
**CITY OF GARDEN GROVE**


By:   
**City Manager**

**ATTESTED:**

  
**City Clerk**

Date: May 10, 2010

**"CONTRACTOR"**  
**Data Ticket Inc. dba: Revenue Experts**

By:   
Name: Marjorie A. Fleming  
Title: President  
Date: 4/8/10

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

  
Garden Grove City Attorney

4/15/10  
Date



Client#: 12154

DATTI

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
04/09/2010

## PRODUCER

Ashbrook-Clevidence, Inc.  
3000 W. MacArthur Blvd., #320  
License #0188788  
Santa Ana, CA 92704

800-447-4023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

Data Ticket, Inc. dba: Revenue Experts  
4600 Campus Drive #200  
Newport Beach, CA 92660

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Ins Co  
INSURER B: Granite States Insurance Co.  
INSURER C: CNA Insurance Co.  
INSURER D:  
INSURER E:A XV  
B XV  
C XV

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72SBAIA9147	11/01/09	11/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72SBAIA9147	11/01/09	11/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	72SBAIA9147	11/01/09	11/01/10	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC009560474	07/12/09	07/12/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability (E&O)	287188360	11/19/08	11/19/10	\$2,000,000 Limit \$10,000 Retention

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Garden Grove, its officers, officials, employees, agents and volunteers are named as additional insured as their interest may appear, as respects to the General Liability and Automobile Liability coverages, as per the attached forms.

## CERTIFICATE HOLDER

City of Garden Grove  
ATTN: Sandra Segawa  
Purchasing Department  
11222 Acacia Parkway  
Garden Grove, CA 92840-5208

## CANCELLATION

\*10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 72 SBA IA9147



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC#001 BLDG#001  
THE CITY OF GARDEN GROWTH  
ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS  
PO BOX 3070  
GARDEN GROWTH, CA 92842

Reviewed and approved as to insurance language  
and/or requirements

4-29-10 *Heidi M. Jay*  
Risk Management

Form IH 12 00 11 85 T SEQ. NO. 003 Printed in U.S.A. Page 003 (CONTINUED ON NEXT PAGE)  
Process Date: 09/22/09 Expiration Date: 11/01/10

UW COPY

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

#### a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

AMENDMENT NO. 2 TO THE AGREEMENT

BY AND BETWEEN

CITY OF GARDEN GROVE

AND

DATA TICKET DBA REVENUE EXPERTS INC.

TO PROCESS AND COLLECT ADMINISTRATIVE  
CITATIONS, REVENUE COLLECTION, AND THE  
PROCESSING OF THE ADMINISTRATIVE APPEALS  
REVIEW AND HEARINGS

APPROVED

JULY 3, 2009



**CITY OF GARDEN GROVE  
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

William J. Dalton  
Mayor

Steven R. Jones  
Mayor Pro Tem

Dina Nguyen  
Council Member

Bruce A. Broadwater  
Council Member

Andrew Do  
Council Member

July 14, 2009

Revenue Experts Inc.  
Attention: Bill Fleming  
4600 Campus Drive, Suite 203  
Newport Beach, CA 92660

Enclosed is a copy of Amendment No. 1 and Amendment No. 2 to the Agreement by and between the City of Garden Grove and Revenue Experts Inc., to process and collect administrative citations, revenue collection, and the processing of the administrative appeals reviews and hearings for the City of Garden Grove.

Sincerely,

Kathleen Bailor  
City Clerk

*Denise Kehn for*

By: Teresa Pomeroy  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Finance Department/Business Tax

**CITY OF GARDEN GROVE**

**AMENDMENT NO. 2**

To Provide all Related Services for Processing and Collecting of the Administrative Citations, Revenue Collection, and Processing of the Administrative Appeals Reviews and Hearings for the City of Garden Grove.

This Amendment No. 2 to Provide all Related Services for Processing and Collecting of the Administrative Citations, Revenue Collection, and Processing of the Administrative Appeals Reviews and Hearings for the City of Garden Grove is made and entered into this 9<sup>th</sup> day of July 2009, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Data Ticket Inc., dba: Revenue Experts**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **08-2012**, effective **July 3, 2007**.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1.0, Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from July 3, 2009 to July 2, 2010.

Section 3.1 COMPENSATION - shall be revised as follows:

The contract Price is hereby increased from \$34,999.00 new Firm Fixed Price of \$59,998.00. This is an increase of \$24,999.00 to cover the second option year of the agreement.

Section 4.0. INSURANCE REQUIREMENTS - shall be revised as follows:

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.



4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount of \$1,000,000.00 per occurrence. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 7-9-09

**"CITY"**  
**CITY OF GARDEN GROVE**

By: *Matthew Fata*  
**City Manager**

**ATTESTED:**

*Kathleen Bailes*  
**City Clerk**

Date: July 9, 2009

**"CONTRACTOR"**  
**Data Ticket Inc., dba: Revenue Experts**

By: *Marloise A. Flemer*

Name: MARLOISE A. FLEMER

Title: PRESIDENT

Date: 6/23/09

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

*John F. [Signature]*  
Garden Grove City Attorney

6/25/09  
Date



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/2009

**PRODUCER**  
 Ashbrook-Clevidence, Inc.  
 3000 W. MacArthur Blvd., #320  
 License #0188788  
 Santa Ana, CA 92704

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 Data Ticket, Inc. dba: Revenue Experts  
 4600 Campus Drive #200  
 Newport Beach, CA 92660

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Company	
INSURER B:	Granite State Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72SBAIA9147	11/01/08	11/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72SBAIA9147	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	72SBAIA9147	11/01/08	11/01/09	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9923894	07/12/08	07/12/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
						<input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A		OTHER Crime Ins. Employee Dishonesty	72SBAIA9147	11/01/08	11/01/09	\$25,000 Limit	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The City of Garden Grove, its officers, officials, employees, agents and volunteers are named as additional insured as their interest may appear, as respects to the General Liability and Automobile Liability coverages.  
 \*Except 10 Day Notice for Non-Payment of Premium  
 (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION *10 Days for Non-Payment
City of Garden Grove ATTN: Purchasing Dept. 11222 Acacia Parkway Garden Grove, CA 92840-5208	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

*Shouna LeDoncey* 7/3/09

POLICY NUMBER: 72 SBA IA9147 ✓



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC#001 BLDG#001  
THE CITY OF GARDEN GROWTH  
ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS  
PO BOX 3070  
GARDEN GROWTH, CA 92842

Form IH 12 00-11 85.T SEQ. NO. 003 Printed in U.S.A. Page 001

Process Date: 08/14/08

Expiration Date: 11/01/09

Reviewed and approved as to insurance language  
and/or requirements. <sup>UW</sup> COPY

*Shauna Peterson* 7/8/09  
Risk Management


Reviewed and approved as to insurance language  
and/or requirements.

*Shauna Peterson* 7/3/09  
Risk Management

**Shawna Mcdonough**

---

**From:** Oscar Clevidence [OscarC@aclevidence.com]  
**Sent:** Wednesday, July 01, 2009 10:13 AM  
**To:** Shawna Mcdonough  
**Cc:** Susan Lee  
**Subject:** RE: Data Ticket Certificate for Garden Grove CA

Hi **Shawna**, Here is the page with the Hartford policy # on it. The Non Owned & Hired Auto is included on the same package policy as the Commercial General Liability Insurance. 

Oscar Clevidence  
0A51421  
Ashbrook-Clevidence, Inc.  
0188788  
3000 W. MacArthur Blvd. Suite # 320  
Santa Ana, CA 92704  
(800) 447-4023  
DIRECT LINE (714) 755-2484  
(714) 979-4023  
(714) 979-2809 Fax  
License #0188788  
oscarc@aclevidence.com

---

**From:** Shawna Mcdonough [mailto:shawnam@ci.garden-grove.ca.us]  
**Sent:** Wednesday, July 01, 2009 9:48 AM  
**To:** Oscar Clevidence  
**Cc:** Heidi Janz  
**Subject:** RE: Data Ticket Certificate

Hi Oscar,

Again, thank you for sending the Hartford form in. I was also hoping to get some clarification that the City of Garden Grove is included as additional insureds for the auto liability on the form as well. The Commercial General Liability and Auto Liability have the same policy number so I'm assuming so. If you could give confirmation on that, that would be great.

Also, I attached the page from the policy that has primary language. If you could put the policy number for Commercial General Liability, the one listed on the insurance certificate, on this one page that would be great as well. That way we can tie the two together.

Please let me know if you have any questions regarding these requests.

Thank you very much Oscar,

*Shawna McDonough*  
Risk Management Department  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Direct Tel: 714.741.5045

7/1/2009

**BUSINESS LIABILITY COVERAGE FORM**

This Paragraph f. applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each Insured against whom a claim is made or "suit" is brought.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

*Shanna DeDrouge* 7/8/09  
Risk Management

*Shanna DeDrouge* 7/3/09  
Risk Management

We will pay up to \$2,500 in any one occurrence as an additional Limit of Insurance to cover contract penalties you are assessed due to your failure to provide your product or service which is the direct result of a Covered Cause of Loss to covered property.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

8. Contractors Equipment

The following Additional Coverage is added:

We will pay up to \$10,000 in any one occurrence as a Limit of Insurance to cover direct physical loss of or physical damage to equipment used in your construction or installation business, but only for equipment valued at more than \$500 per item. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This additional coverage is subject to the provisions of Contractors Equipment Coverage, Form SS 04 24, with the exception of the following:

- (a) The requirement contained in the Covered Property provision to list and describe the Contractors Equipment is deleted.
- (b) The Limit of Insurance provision does not apply.

Contractors Equipment Coverage, Form SS 04 24 is made a part of this policy whether or not Contractors Equipment coverage is indicated in the Declarations.

This Limit of Insurance is in addition to any other Limit shown in the Declarations for this coverage.

9. Contractors Tools

The following Additional Coverage is added:

We will pay up to \$1,000 in any one occurrence as a Limit of Insurance to cover direct physical loss of or physical damage to tools used in your construction or installation business, but only for tools valued at \$500 or less per item. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy.

This additional coverage is subject to the provisions of Contractor Tools Coverage, Form SS 04 27, with the exception of the Limit of Insurance provision contained in that form. Contractors Tools Coverage, Form SS 04 27 is made a part of this policy whether or not Contractors Tools Coverage is indicated in the Declarations.

\*10. Employee Dishonesty (including ERISA)

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as a Limit of Insurance to cover loss from employee dishonesty. This includes ERISA coverage. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of the Employee Dishonesty Coverage, Form SS 04 42, with the exception of the Limit of Insurance provision contained in that form. Employee Dishonesty Coverage, Form SS 04 42 is made a part of this policy whether or not Employee Dishonesty Coverage is indicated in the Declarations.

11. Fine Arts

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as an additional Limit of Insurance at each "scheduled premises" to extend the insurance that applies to Business Personal Property to apply to Fine Arts that are:

- a. Your property; or
- b. The property of others that is in your care, custody or control.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

As used in this Extension, Fine Arts means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit.

The value of Fine Arts will be the market value at the time of physical loss or physical damage.

12. Forgery

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as a Limit of Insurance to cover loss from forgery or alteration. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of Forgery Coverage, Form SS 04 86, with the exception of the Limit of Insurance provision contained in that form. Forgery Coverage, Form SS 04 86 is made a

*Shaurafte Ponnappa* 7/8/09  
Risk Management

*Shaurafte Ponnappa* 7/13/09  
Risk Management

AMENDMENT NO. 1 TO THE AGREEMENT

BY AND BETWEEN

CITY OF GARDEN GROVE

AND

DATA TICKET DBA REVENUE EXPERTS INC.

TO PROCESS AND COLLECT ADMINISTRATIVE  
CITATIONS, REVENUE COLLECTION, AND THE  
PROCESSING OF THE ADMINISTRATIVE APPEALS  
REVIEW AND HEARINGS

APPROVED

JULY 3, 2008





**CITY OF GARDEN GROVE**  
**OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

William J. Dalton  
Mayor

Steven R. Jones  
Mayor Pro Tem

Dina Nguyen  
Council Member

Bruce A. Broadwater  
Council Member

Andrew Do  
Council Member

July 14, 2009

Revenue Experts Inc.  
Attention: Bill Fleming  
4600 Campus Drive, Suite 203  
Newport Beach, CA 92660

Enclosed is a copy of **Amendment No. 1** and Amendment No. 2 to the Agreement by and between the City of Garden Grove and Revenue Experts Inc., to process and collect administrative citations, revenue collection, and the processing of the administrative appeals reviews and hearings for the City of Garden Grove.

Sincerely,

Kathleen Bailor  
City Clerk

*Denise Kehn for*

By: Teresa Pomeroy  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Finance Department/Business Tax

**CITY OF GARDEN GROVE**

**AMENDMENT NO. 1**

To Provide all Related Services for Processing and Collecting of the Administrative Citations, Revenue Collection, and Processing of the Administrative Appeals Reviews and Hearings for the City of Garden Grove.

This Amendment No. 1 to Provide all Related Services for Processing and Collecting of the Administrative Citations, Revenue Collection, and Processing of the Administrative Appeals Reviews and Hearings for the City of Garden Grove is made and entered into this 9<sup>th</sup> day of July 2008, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Data Ticket Inc. dba: Revenue Experts**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **08-2012**, effective **July 3, 2007**.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1.0, Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from July 3, 2008 to July 2, 2009.

Section 3.1, COMPENSATION - shall be revised as follows:

The contract Price is hereby increased from \$24,999.00 new Firm Fixed Price of \$34,999.00. This is an increase of \$10,000.00 to cover the first option year of the agreement.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 7-9-09

**"CITY"**  
**CITY OF GARDEN GROVE**


By:   
City Manager

**ATTESTED:**

  
City Clerk

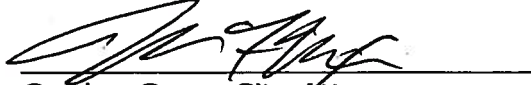
Date: July 9, 2009

**"CONTRACTOR"**  
**Data Ticket Inc. dba: Revenue Experts**

By:   
Name: MARIOGIC A FLEMING  
Title: PRESIDENT  
Date: 6/23/09

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

  
Garden Grove City Attorney  
6/25/09  
Date

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/2009

<b>PRODUCER</b> Ashbrook-Clevidence, Inc. 3000 W. MacArthur Blvd., #320 License #0188788 Santa Ana, CA 92704	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Data Ticket, Inc. dba: Revenue Experts 4600 Campus Drive #200 Newport Beach, CA 92660	INSURER A: <b>Hartford Casualty Company</b>	
	INSURER B: <b>Granite State Insurance Company</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72SBAIA9147	11/01/08	11/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72SBAIA9147	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	72SBAIA9147	11/01/08	11/01/09	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9923894	07/12/08	07/12/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER Crime Ins. Employee Dishonesty	72SBAIA9147	11/01/08	11/01/09	\$25,000 Limit

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

The City of Garden Grove, its officers, officials, employees, agents and volunteers are named as additional insured as their interest may appear, as respects to the General Liability and Automobile Liability coverages.

\*Except 10 Day Notice for Non-Payment of Premium  
(See Attached Descriptions)

**CERTIFICATE HOLDER**

**CANCELLATION \*10 Days for Non-Payment**

City of Garden Grove  
 ATTN: Purchasing Dept.  
 11222 Acacia Parkway  
 Garden Grove, CA 92840-5208

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

POLICY NUMBER: 72 SBA IA9147 ✓



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC#001 BLDG#001  
THE CITY OF GARDEN GROWTH  
ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS  
PO BOX 3070  
GARDEN GROWTH, CA 92842

Form IH 12 00-11 85 I SEQ. NO. 003 Printed in U.S.A. Page 001

Process Date: 08/14/08

Expiration Date: 11/01/09

UW COPY


Reviewed and approved as to insurance language  
and/or requirements.

*Shannette D. Dancy* 7/3/09

**Shawna Mcdonough**


---

**From:** Oscar Clevidence [OscarC@aclevidence.com]  
**Sent:** Wednesday, July 01, 2009 10:13 AM  
**To:** Shawna Mcdonough  
**Cc:** Susan Lee  
**Subject:** RE: Data Ticket Certificate for Garden Grove CA

Hi **Shawna**, Here is the page with the Hartford policy # on it. The Non Owned & Hired Auto is included on the same package policy as the Commercial General Liability Insurance 

Oscar Clevidence  
0A51421  
Ashbrook-Clevidence, Inc.  
0188788  
3000 W. MacArthur Blvd. Suite # 320  
Santa Ana, CA 92704  
(800) 447-4023  
DIRECT LINE (714) 755-2484  
(714) 979-4023  
(714) 979-2809 Fax  
License #0188788  
oscarc@aclevidence.com

---

**From:** Shawna Mcdonough [mailto:shawnam@ci.garden-grove.ca.us]  
**Sent:** Wednesday, July 01, 2009 9:48 AM  
**To:** Oscar Clevidence  
**Cc:** Heidi Janz  
**Subject:** RE: Data Ticket Certificate

Hi Oscar,

Again, thank you for sending the Hartford form in. I was also hoping to get some clarification that the City of Garden Grove is included as additional insureds for the auto liability on the form as well. The Commercial General Liability and Auto Liability have the same policy number so I'm assuming so. If you could give confirmation on that, that would be great.

Also, I attached the page from the policy that has primary language. If you could put the policy number for Commercial General Liability, the one listed on the insurance certificate, on this one page that would be great as well. That way we can tie the two together.

Please let me know if you have any questions regarding these requests.

Thank you very much Oscar,

*Shawna McDonough*  
Risk Management Department  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Direct Tel: 714.741.5045

7/1/2009

Hartford Policy#: 72SBAL9147 ✓

**BUSINESS LIABILITY COVERAGE FORM**

This Paragraph f. applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this Insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each Insured against whom a claim is made or "suit" is brought.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below. ✓

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Bulder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

We will pay up to \$2,500 in any one occurrence as an additional Limit of Insurance to cover contract penalties you are assessed due to your failure to provide your product or service which is the direct result of a Covered Cause of Loss to covered property.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

8. Contractors Equipment

The following Additional Coverage is added:

We will pay up to \$10,000 in any one occurrence as a Limit of Insurance to cover direct physical loss of or physical damage to equipment used in your construction or installation business, but only for equipment valued at more than \$500 per item. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This additional coverage is subject to the provisions of Contractors Equipment Coverage, Form SS 04 24, with the exception of the following:

- (a) The requirement contained in the Covered Property provision to list and describe the Contractors Equipment is deleted.
- (b) The Limit of Insurance provision does not apply.

Contractors Equipment Coverage, Form SS 04 24 is made a part of this policy whether or not Contractors Equipment coverage is indicated in the Declarations.

This Limit of Insurance is in addition to any other Limit shown in the Declarations for this coverage.

9. Contractors Tools

The following Additional Coverage is added:

We will pay up to \$1,000 in any one occurrence as a Limit of Insurance to cover direct physical loss of or physical damage to tools used in your construction or installation business, but only for tools valued at \$500 or less per item. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy.

This additional coverage is subject to the provisions of Contractor Tools Coverage, Form SS 04 27, with the exception of the Limit of Insurance provision contained in that form. Contractors Tools Coverage, Form SS 04 27 is made a part of this policy whether or not Contractors Tools Coverage is indicated in the Declarations.

10. Employee Dishonesty (including ERISA)

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as a Limit of Insurance to cover loss from employee dishonesty. This includes ERISA coverage. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of the Employee Dishonesty Coverage, Form SS 04 42, with the exception of the Limit of Insurance provision contained in that form. Employee Dishonesty Coverage, Form SS 04 42 is made a part of this policy whether or not Employee Dishonesty Coverage is indicated in the Declarations.

11. Fine Arts

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as an additional Limit of Insurance at each "scheduled premises" to extend the insurance that applies to Business Personal Property to apply to Fine Arts that are:

- a. Your property; or
- b. The property of others that is in your care, custody or control.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

As used in this Extension, Fine Arts means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit.

The value of Fine Arts will be the market value at the time of physical loss or physical damage.

12. Forgery

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as a Limit of Insurance to cover loss from forgery or alteration. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of Forgery Coverage, Form SS 04 86, with the exception of the Limit of Insurance provision contained in that form. Forgery Coverage, Form SS 04 86 is made a

*Shouna J. Donagan*  
Risk Management

7/3/09



**AGREEMENT**

**BY AND BETWEEN**

**CITY OF GARDEN GROVE**

**AND**

**DATA TICKET DBA REVENUE EXPERTS INC.**

**TO PROCESS AND COLLECT ADMINISTRATIVE  
CITATIONS, REVENUE COLLECTION, AND THE  
PROCESSING OF THE ADMINISTRATIVE APPEALS  
REVIEW AND HEARINGS**

**APPROVED**

**JULY 3, 2007**



# CITY OF GARDEN GROVE

(714) 741-5040

William J. Dalton  
Mayor

Mark Rosen  
Mayor Pro Tem

Dina Nguyen  
Council Member

Bruce A. Broadwater  
Council Member

Steven R. Jones  
Council Member

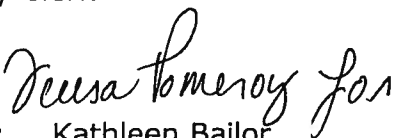
July 9, 2007

Revenue Experts Inc.  
Attention: Bill Fleming  
4600 Campus Drive, Suite 203  
Newport Beach, CA 92660

Enclosed is the Agreement by and between the City of Garden Grove and Revenue Experts Inc., to process and collect administrative citations, revenue collection, and the processing of the administrative appeals reviews and hearings for the City of Garden Grove.

Sincerely,

Ruth E. Smith  
City Clerk

  
By: Kathleen Bailor  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Finance Department/Business Tax

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 3<sup>rd</sup> day of July, 2007, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Revenue Experts Inc.**, here in after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 8596-04 (July 27, 2004).
2. CITY desires to utilize the services of CONTRACTOR to Provide all Related Services for Processing and Collecting of the Administrative Citations, Revenue Collection, and Processing of the Administrative Appeals Reviews and Hearings for the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of one (1) year from full execution of the agreement. The CITY will compensate CONTRACTOR for work performed in accordance with fee schedule (Attachment "A"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of **Twenty Four Thousand Nine Hundred and Ninety Nine Dollars (\$24,999.00)** payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR/CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 per occurrence. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount of \$1,000,000.00 per occurrence. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (CONTRACTOR)  
**Revenue Experts, Inc.**  
**Attention: Bill Fleming**  
**4600 Campus Drive, Suite 203**  
**Newport Beach, CA 92660**

b. (Address of City Purchasing) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between

any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

\\ \\ \\

(Agreement Signature Block On Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: 7-3-07


**"CITY"**  
**CITY OF GARDEN GROVE**

By:   
**City Manager**

**ATTESTED:**  
  
**City Clerk**

Date: 7-5-07

**"CONTRACTOR"**  
**Revenue Experts, Inc.**

By: 

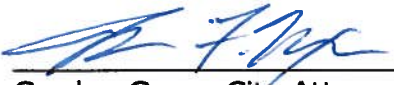
Name: Margie A. Flowering

Title: President

Date: 6/11/07

Tax ID No. 020651599

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**  
  
**Garden Grove City Attorney**

6/13/07  
Date



**REVENUE EXPERTS**

**ADMINISTRATIVE CITATION PROCESSING & COLLECTION**

**SERVICES**

- Processing of Administrative Citations
- Revenue Collection
- Multiple Notices with Varied Verbiage
- Consistent Noticing Sent According to City Requirements
- Data Entry and Citation Tracking of Administrative Citations, Manually or Electronically
- Citation Status Updates Daily
- Citation Tracking
- Toll Free Customer Information for Citizen Inquiry – 24/7
- Toll Free Customer Care Answer Lines
- Secure Web Site Access for Citizen Inquiry 24/7
- Secure Web Site Access for Citizen Payment 24/7
- Secure Web Site Access to total database for Agency 24/7
- Agency Access to Reports 24/7 on the Web Site
- Citation Reviews/Hearings Scheduled and held
- Appeals Heard by Certified and Trained Hearing Officers Professionally and Impartially Handled Appeals
- Decisions Sent and Tracked
- Deposits Daily
- Bank Account Reconciliation Monthly
- Monthly Reporting, Tracking and Documentation
- Interagency Intercept Program Participation & Interface
- Social Security Number Access for Interagency Intercept Program Participation
- Consolidation of all Debts for Interagency Intercept Program Participation
- Marking, Tracking & Reporting on Interagency Intercept Program Payments
- Handheld Ticket-writers Offered for Complete Automation

Exhibit A

**FEE PROPOSAL**

**THE CITY OF GARDEN GROVE**

<b><u>Description – Phase I</u></b>	<b><u>Proposed Fee</u></b>
Fee for processing and collecting each citation	\$ 22.00/cite

Specified services and material covered by the Fee for all citations shall include:

- Data entry of handwritten citations and entry of electronically transferred citations
- Processing and collection of all payments
- Disposition and status updating
- All forms and tracking
- Correspondence tracking and response
- Up to four Notices
- 800 line voice mail information 24 hours per day, 7 days per week
- 800 line customer service answered by customer service representative
- Daily Bank Deposits
- Bank reconciliation
- Comprehensive monthly management reports on issuance and revenue
- All required insurance
- Local corporate headquarters

\* (Minimum monthly fee \$ 150.00 per month) Applies if basic charges are less than that amount.

Additional Client Real Time Viewing & Reporting on Client Database	\$ 50.00/month
--	----------------

Includes:

- Client access to entire database real-time includes up to six user passwords
- Viewing and printing citation management reports 24/7
- Citizen web site access for viewing and paying citations 24/7

**CONFIDENTIAL INFORMATION**

(Except as otherwise provided by law) *ss*  
*my*

ATTACHMENT "A"

Description – Phase II

- Social Security Number Access \$ 5.00/request
- (One request for multiple citations attached to one violator)

Franchise Tax Board Interface  
(Interagency Intercept Program)

15% of  
collected revenue  
(if failure to pay)<sup>12</sup>

Includes:

- Database transfers
- Multiple debts consolidated to one record with total due
- Files sent to IIP
- Noticing
- Daily deposits
- Payment reconciliation
- Deposit reconciliation
- Toll-free customer service inquiry lines
- Web site inquiry and payment access 24/7
- Overpayment verification and refund service
- Customer correspondence as required
- Forms
- Paperwork back-up
- Database updating
- IIP updating
- Monthly management reports

**Fee to Violator** for Company Credit Card Usage \$ 3.50/use

**Option:**

In-person Hearing and Toll-Free Hearing Appointments \$ 75.00/hr  
(four-hour minimum every 60 to 90 days,  
two hearings per hour)

All correspondence and taped hearings included; interface  
with court and client, if hearing goes to court.

Cost to Purchase Hand Held Ticket Writers:

**Please see Cost Sheets for Ticket Writers, upon selection of preferred unit,  
a total cost proposal will be generated for Agency including exact costs for  
all hardware, software, ticket stock, envelopes and additional items.**

**CONFIDENTIAL INFORMATION**

(Except as otherwise provided by law) *AK*

Client#: 12

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/07

**PRODUCER**  
Ashbrook-Clevidence, Inc.  
3000 W. MacArthur Blvd., #320  
License #0188788  
Santa Ana, CA 92704 *979-4023 Oscar*

**INSURED**  
Revenue Experts Inc.  
4600 Campus Drive Ste # 203  
Newport Beach, CA 92660

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
INSURER A: Hartford Casualty Ins. Co <i>A+XV</i>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBAAU3032DX	03/31/07	03/31/08	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBAAU3032DX	03/31/07	03/31/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		<b>OTHER</b> <i>Employee Dishonesty included in gl policy, per Oscar, 7-2-07.</i>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured as their interest may appear. \*Except 10 Day Notice for Non-Payment of Premium

Reviewed and approved as to Insurance language and/or requirements.

*Pam Valentine 07/02/07*  
Risk Management

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Garden Grove  
ATTN: Sandy Segawa  
Purchasing Dept.  
11222 Acacia Parkway  
Garden Grove, CA 92842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# SUPER STRETCH FOR TECHNOLOGY AND SOFTWARE SERVICE PROVIDERS SUMMARY

## SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Super Stretch Coverage form SS 40 61 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 40 61 to determine the scope of your insurance protection.

42133

\*0100057AU30320408

<b>Blanket Coverage Limit : \$250,000</b>
<b>Blanket Coverages</b>
Accounts Receivable
Computers and Media
Debris Removal
Personal Property of Others
Temperature Change
Valuable Papers and Records

Coverage	Limit
Airline Tickets-Theft Supplement	\$ 2,000
Back Up of Sewer or Drain Water Damage	Included
Brands and Labels	Included
Claim Expenses	\$ 10,000
Computer Fraud	\$ 5,000
Contract Penalty	\$ 2,500
Contractors Equipment (\$500 limit per item)	\$ 10,000 aggregate
Contractors Tools (\$500 limit per item)	\$ 1,000 aggregate
* Employee Dishonesty (Including ERISA)	\$ 25,000
Fine Arts	\$ 25,000
Forgery	\$ 25,000
Installations	\$ 10,000
Laptop Computers – World-Wide Coverage	\$ 10,000
Newly Acquired or Constructed Property	
Building	\$1,000,000
Business Personal Property	\$ 500,000
Off-Premises Utility Services – Direct Damage	\$ 25,000
Outdoor Property ( \$1,000 limit per item)	\$ 25,000 aggregate
Outdoor Signs	Included
Pairs or Sets	Included
Personal Effects	\$ 35,000
Precious Metal Theft Payments Change	\$ 25,000
Property at Other Premises	\$ 25,000
Property Off-Premises	\$ 50,000
Salespersons' Samples	\$ 25,000
Tenant Building Coverage-Required By Lease	\$ 20,000
Theft of Molds at Business Personal Property Limit	Included
Transit Property in the Care of Carriers for Hire	\$ 25,000
Valuable Papers and Records-Prototype Designs	\$ 25,000
Valuation Changes	Included

Reviewed and approved as to Insurance language and/or requirements.

*Sara Valentine* 07/02/07

Risk Management

The following changes apply only if Business Income and Extra Expense are covered under this policy.

Business Income at Newly Acquired Premises	\$ 500,000
Business Income Extension for Off-Premises Utility	\$ 50,000
Services	
Business Income Extension for Web Sites	\$ 50,000/7 days
Business Income from Dependent Properties	\$ 50,000
Expediting Expenses	\$ 25,000
Extended Business Income	90 Days

## Pam Valentine

---

**From:** Kingsley Okereke  
**Sent:** Monday, June 25, 2007 2:12 PM  
**To:** Pam Valentine  
**Cc:** mikem@ci.garden-grove.ca.us  
**Subject:** RE: REVENUE EXPERTS INC. CONTRACT

Yes.

Kingsley

-----Original Message-----

**From:** Pam Valentine  
**Sent:** Monday, June 25, 2007 12:10 PM  
**To:** Kingsley Okereke  
**Cc:** mikem@ci.garden-grove.ca.us  
**Subject:** FW: REVENUE EXPERTS INC. CONTRACT

Looks like they have a \$25,000 Employee Dishonesty Bond. Do you want to accept this limit?

Pam  
x5058

-----Original Message-----

**From:** Sandra Segawa  
**Sent:** Monday, June 18, 2007 1:57 PM  
**To:** Pam Valentine  
**Subject:** RE: REVENUE EXPERTS INC. CONTRACT

Pam,

The Police Department plans on deploying 100 officers on July 4th and is estimating about 100 citations if each officer issues one citation. Each citation will be \$100.00 or \$1000.00 at the officers discretion, so max amount is \$100,000.00.

Thank You,  
Sandy

-----Original Message-----

**From:** Pam Valentine  
**Sent:** Monday, June 18, 2007 10:56 AM  
**To:** Hersh Skidmore  
**Cc:** Sandra Segawa  
**Subject:** REVENUE EXPERTS INC. CONTRACT

What amount of money will Revenue Experts Inc. handle at any given time?

What City bank accounts will they have access to? What amounts of money are in these accounts?

Thanks,

Pam  
x5058

*rw*  
*7/2/07*





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 57 SBA AU3032 DX COPY

Named Insured and Mailing Address; REVENUE EXPERTS, INC.

4600 CAMPUS DRIVE #203  
NEWPORT BEACH CA 92660

Policy Change Effective Date: 06/15/07 Effective hour is the same as stated in the  
Declarations Page of the Policy.

Policy Change Number: 002

Agent Name: BLACK WHITE & ASSOC INS BRKRS/PHS  
Code: 556020

## POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T  
Process Date: 06/15/07

Page 001

Policy Effective Date: 06/15/07  
Policy Expiration Date: 03/31/08

UW COPY

10255

\*0100057AU30320308



POLICY NUMBER: 57 SBA AU3032



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF LA QUINTA,  
78-495 CALLE TAMPICO  
LA QUINTA, CA, 92253

CITY OF MORENO VALLEY  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
REDEVELOPMENT AGENCY OF MORENO VALLEY  
14177 FREDERICK STREET  
MORENO VALLEY, CA 92553

CITY OF WHITTIER  
13230 PENN STREET  
WHITTIER, CA 90602

CITY OF COVINA  
125 E. COLLEGE STREET  
COVINA, CA 91723-2199

COUNTY OF ORANGE RDMD  
300 N. FLOWER  
SANTA ANA, CA 92703-5000

CITY OF COACHELLA  
1515 6TH STREET  
COACHELLA, CA 92236

CITY OF DESERT HOT SPRINGS  
65950 PIERSON BLVD.  
DESERT HOT SPRINGS, CA 92240

CITY OF CHINO  
13220 CENTRAL AVE  
CHINO CA 91710

FINANCE DEPARTMENT  
CITY OF CORONA  
815 WEST SIXTH STREET  
CORONA, CA 92882

POLICY NUMBER: 57 SBA AU3032



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

ATTN: LINDA CHRETIEN

THE CITY OF HUNTINGTON PARK  
6550 MILES AVE.  
HUNTINGTON PARK, CA 90255  
ATTN: BLANCA DE LA MORA

CITY OF PALM SPRINGS  
ATTN: BRUCE JOHNSON  
3200 E. TAHQUITZ CANYON WAY  
PALM SPRINGS, CA 92263

CITY OF LOS ALAMITOS  
ATTN: JOHN POOLE  
3191 KATELLA AVE  
LOS ALAMITOS, CA 90720

COUNTY OF KERN-RESOURCE MANAGEMENT AGENCY  
2700 M STREETSUITE 350  
BAKERSFIELD CA 93301

CITY OF OXNARD  
RISK MANAGER REFERENCE NO.  
300 WEST THIRD STREET STE 302  
OXNARD CA 93030

CITY OF VENTURA  
ATTN: TREASURER'S OFFICE  
PO BOX 99  
VENTURA, CA 93001

\* CITY OF GARDEN GROVE  
ATTN: SANDRA SEGAWA, PURCHASING DEPARTMENT  
11222 ACACIA PKWY

Reviewed and approved as to insurance language  
and/or requirements.

*Sam Valentine* 07/02/07  
Risk Management

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 002 (CONTINUED ON NEXT PAGE)  
Process Date: 06/15/07 Expiration Date: 03/31/08

UW COPY

10256

\*0100057AU30320308



POLICY NUMBER: 57 SBA AU3032



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

GARDEN GROVE CA 92842

*MW*  
*1/2/07*

NR-4

CERTHOLDER COPY

SG

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 05-30-2007

GROUP:  
POLICY NUMBER: 1763784-2007  
CERTIFICATE ID: 28  
CERTIFICATE EXPIRES: 01-01-2008  
01-01-2007/01-01-2008

THE CITY OF GARDEN GROVE  
PURCHASING DEPARTMENT  
11222 ACACIA PKWY  
GARDEN GROVE CA 92840-5208

SG

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

*James Neary*  
AUTHORIZED REPRESENTATIVE

*J. Andor*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - MARJORIE A FLEMING PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - TOM FEES TREAS-SEC - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

REVENUE EXPERTS, INC  
4800 CAMPUS DR STE 203  
NEWPORT BEACH CA 92860

SG

Reviewed and approved as to insurance language and/or requirements.  
*Pam Valentine 07/02/07*  
Risk Management

**Pam Valantine**

---

**From:** Sandra Segawa  
**Sent:** Thursday, June 21, 2007 12:58 PM  
**To:** Pam Valantine  
**Subject:** Employee Dishonesty Coverage endorsement

Pam,

Here is the insurance that Revenue Experts has forwarded to me for Crime Bond Insurance. Please advise. I need some feedback right away since we running short on time.

Thank You,  
Sandy

-----Original Message-----

**From:** Susan Lee [mailto:[SusanL@aclevidence.com](mailto:SusanL@aclevidence.com)]  
**Sent:** Thursday, June 21, 2007 11:01 AM  
**To:** Sandra Segawa; [bill.fleming@dataticket.com](mailto:bill.fleming@dataticket.com)  
**Cc:** Oscar Clevidence  
**Subject:** Employee Dishonesty Coverage endorsement

Dear Sandy & Bill:

Attached is the endorsement that adds the above coverage to the Hartford Package policy, effective 06/19/07, as requested.

Should you have any questions, or need any additional information, please feel free to call me.

Susan Lee  
Ashbrook-Clevidence, Inc.  
License No. 0188788  
714-979-4023 Phone  
714-755-2488 DIRECT LINE  
714-979-2809 FAX

6/25/2007

## **Pam Valentine**

---

**From:** Sandra Segawa  
**Sent:** Tuesday, June 19, 2007 5:12 PM  
**To:** Pam Valentine  
**Subject:** Revenue Experts Insurance

Pam,

It appears that they may have the crime bond insurance that you mentioned. I am waiting for them to send me a copy and I will forward it to you for review.

Thank You,

Sandy

**Pam Valentine**

---

**From:** Hershhal Skidmore  
**Sent:** Monday, June 18, 2007 11:25 AM  
**To:** Pam Valentine  
**Subject:** RE: REVENUE EXPERTS INC. CONTRACT

I do not know. The Police would have to provide the information on the number of citations they expect to write and when they will be paid. We have no history on this program. Monica Neely will decide which bank accounts she wants them to deposit the money. Purchasing will contact Police and Monica to try and provide this information.

Hershhal

-----Original Message-----

**From:** Pam Valentine  
**Sent:** Monday, June 18, 2007 10:56 AM  
**To:** Hershhal Skidmore  
**Cc:** Sandra Segawa  
**Subject:** REVENUE EXPERTS INC. CONTRACT

What amount of money will Revenue Experts Inc. handle at any given time?

What City bank accounts will they have access to? What amounts of money are in these accounts?

Thanks,

Pam  
x5058



## **Pam Valentine**

---

**From:** Sandra Segawa  
**Sent:** Monday, June 18, 2007 2:51 PM  
**To:** Pam Valentine  
**Subject:** Firework Processing

I spoke to the vendor regarding the Crime Bond Insurance. They do not carry this insurance since the checks are not made out to them. The checks are made out to the City of Garden Grove. He has not been asked to carry this by any other customer but he can carry it but it will be at the City's expense. Let me know.

Sandy

**Pam Valentine**

---

**From:** Sandra Segawa  
**Sent:** Monday, June 18, 2007 3:00 PM  
**To:** Pam Valentine  
**Subject:** Additional Insured Endorsement for Revenue Experts

See attached document.

Sandy

-----Original Message-----

**From:** Susan Lee [mailto:[SusanL@aclevidence.com](mailto:SusanL@aclevidence.com)]  
**Sent:** Monday, June 18, 2007 2:54 PM  
**To:** Sandra Segawa; [bill.fleming@dataticket.com](mailto:bill.fleming@dataticket.com)  
**Subject:** Additional Insured Endorsement

Attached is the additional insured endorsement that includes the City of Garden Grove as Additional Insured as discussed.

Should you have any questions, or need any additional information, please feel free to call me.

Thanks !

Susan Lee  
Ashbrook-Clevidence, Inc.  
License No. 0188788  
714-979-4023 Phone  
714-755-2488 DIRECT LINE  
714-979-2809 FAX



Select Customer Insurance Center  
3600 WISEMAN BLVD.

SAN ANTONIO TX 78251  
Policyholder, please call us at: (877) 616-7497  
Agent, please call us at: (800) 447-7649

**INSURANCE ENDORSEMENT  
ATTACHED**

**\*\*\* PLEASE REVIEW THE CHANGE \*\*\***

Enclosed is an endorsement for your business Insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (877) 616-7497

Agent, please call us at: (800) 447-7649 between 7 A.M. and 7 P.M. CENTRAL TIME.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

**BLACK WHITE & ASSOC INS BRKRS/PHS  
THE HARTFORD SELECT CUSTOMER INSURANCE CENTER**

The Hartford Insurance Group  
Hartford Fire Insurance Company and its Affiliates  
Hartford Plaza, Hartford, Connecticut 06115

10254

\*0100057AU30320308





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGE**

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 57 SBA AU3032 DX COPY

**Named Insured and Mailing Address;** REVENUE EXPERTS, INC.

4600 CAMPUS DRIVE #203  
NEWPORT BEACH CA 92660

**Policy Change Effective Date:** 06/19/07 **Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 003

**Agent Name:** BLACK WHITE & ASSOC INS BRKRS/PHS  
**Code:** 556020

### **POLICY CHANGES:**

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.

THIS IS NOT A BILL.

**ADDITIONAL PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE:** \$314.00

**PRO RATA FACTOR:** 0.784

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T  
Process Date: 06/19/07

Page 001 (CONTINUED ON NEXT PAGE)  
**Policy Effective Date:** 06/19/07  
**Policy Expiration Date:** 03/31/08

UW COPY

42132

\*0100057AU30320408



# POLICY CHANGE (Continued)

Policy Number: 57 SBA AU3032

Policy Change Number: 003

LOCATION 001 BUILDING 001 IS REVISED

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION:

SUPER STRETCH FOR TECHNOLOGY AND SOFTWARE SERVICE PROVIDERS IS ADDED:  
FORM SS 40 61

THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND  
EXTENSIONS OF COVERAGES. A SUMMARY OF THE  
COVERAGE LIMITS IS ATTACHED.

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE:

SS 84 53 07 05	SS 04 19 07 05	SS 04 24 09 01	SS 04 26 03 00
SS 04 27 04 01	SS 04 30 07 05	SS 04 39 07 05	SS 04 41 07 05
SS 04 42 07 05	SS 04 44 07 05	SS 04 45 07 05	SS 04 46 07 05
SS 04 47 07 05	SS 04 78 07 05	SS 04 80 03 00	SS 04 86 03 00
SS 40 18 07 05	SS 40 61 04 06		

PRODUCER'S FACT SHEET

NAMED INSURED: REVENUE EXPERTS, INC.

POL #: 57 SBA AU3032 DX

PRODUCER'S NAME: BLACK WHITE & ASSOC INS BRKRS/PHS  
PRODUCER'S CODE: 556020 AGENT SALES

POL EFF DATE: 03/31/07 POL EXP DATE: 03/31/08 TRANS EFF DATE: 06/15/07

DIRECT ACCOUNT BILL NUMBER - 10756607

TRANSACTION TYPE: ENDORSEMENT CHANGE NO.: 002

ENDORSEMENT PREMIUM: \$0.00

NON-PREMIUM BEARING

FORM	TITLE
SS 12 11 04 05	POLICY CHANGE
IH 12 00 11 85	ADDITIONAL INSURED - PERSON-ORGANIZATION

10257

\*0100057AU30320308



PRODUCER'S FACT SHEET

NAMED INSURED: REVENUE EXPERTS, INC.

POL #: 57 SBA AU3032 DX

PRODUCER'S NAME: PRODUCER'S CODE: 556020 AGENT SALES  
BLACK WHITE & ASSOC INS BRKRS/PHS

POL EFF DATE: 03/31/07 POL EXP DATE: 03/31/08 TRANS EFF DATE: 06/15/07

DIRECT ACCOUNT BILL NUMBER - 10756607

TRANSACTION TYPE: ENDORSEMENT CHANGE NO.: 002

ENDORSEMENT PREMIUM: \$0.00

NON-PREMIUM BEARING

FORM	TITLE
SS 12 11 04 05	POLICY CHANGE
IH 12 00 11 85	ADDITIONAL INSURED - PERSON-ORGANIZATION

10257

\*0100057AU30320308



POLICY NUMBER: 57 SBA AU3032



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

GARDEN GROVE CA 92842



POLICY NUMBER: 57 SBA AU3032



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

ATTN: LINDA CHRETIEN

THE CITY OF HUNTINGTON PARK  
6550 MILES AVE.  
HUNTINGTON PARK, CA 90255  
ATTN: BLANCA DE LA MORA

CITY OF PALM SPRINGS  
ATTN: BRUCE JOHNSON  
3200 E. TAHQUITZ CANYON WAY  
PALM SPRINGS, CA 92263

CITY OF LOS ALAMITOS  
ATTN: JOHN POOLE  
3191 KATELLA AVE  
LOS ALAMITOS, CA 90720

COUNTY OF KERN-RESOURCE MANAGEMENT AGENCY  
2700 M STREETSUITE 350  
BAKERSFIELD CA 93301

CITY OF OXNARD  
RISK MANAGER REFERENCE NO.  
300 WEST THIRD STREET STE 302  
OXNARD CA 93030

CITY OF VENTURA  
ATTN: TREASURER'S OFFICE  
PO BOX 99  
VENTURA, CA 93001

\* CITY OF GARDEN GROVE  
ATTN: SANDRA SEGAWA, PURCHASING DEPARTMENT  
11222 ACACIA PKWY

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 002 (CONTINUED ON NEXT PAGE)  
Process Date: 06/15/07 Expiration Date: 03/31/08

UW COPY

10256

\*0100057AU30320308



POLICY NUMBER: 57 SBA AU3032



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF LA QUINTA,  
78-495 CALLE TAMPICO  
LA QUINTA, CA, 92253

CITY OF MORENO VALLEY  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
REDEVELOPMENT AGENCY OF MORENO VALLEY  
14177 FREDERICK STREET  
MORENO VALLEY, CA 92553

CITY OF WHITTIER  
13230 PENN STREET  
WHITTIER, CA 90602

CITY OF COVINA  
125 E. COLLEGE STREET  
COVINA, CA 91723-2199

COUNTY OF ORANGE RDMD  
300 N. FLOWER  
SANTA ANA, CA 92703-5000

CITY OF COACHELLA  
1515 6TH STREET  
COACHELLA, CA 92236

CITY OF DESERT HOT SPRINGS  
65950 PIERSON BLVD.  
DESERT HOT SPRINGS, CA 92240

CITY OF CHINO  
13220 CENTRAL AVE  
CHINO CA 91710

FINANCE DEPARTMENT  
CITY OF CORONA  
815 WEST SIXTH STREET  
CORONA, CA 92882



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 57 SBA AU3032 DX COPY

Named Insured and Mailing Address; REVENUE EXPERTS, INC.

4600 CAMPUS DRIVE #203  
NEWPORT BEACH CA 92660

Policy Change Effective Date: 06/15/07 Effective hour is the same as stated in the  
Declarations Page of the Policy.

Policy Change Number: 002

Agent Name: BLACK WHITE & ASSOC INS BRKRS/PHS  
Code: 556020

### POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T  
Process Date: 06/15/07

Page 001

Policy Effective Date: 06/15/07  
Policy Expiration Date: 03/31/08

UW COPY

10255

\*0100057AU30320308





Select Customer Insurance Center  
3600 WISEMAN BLVD.

SAN ANTONIO TX 78251  
Policyholder, please call us at: (877) 616-7497  
Agent, please call us at: (800) 447-7649

**INSURANCE ENDORSEMENT  
ATTACHED**

**\*\*\* PLEASE REVIEW THE CHANGE \*\*\***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (877) 616-7497

Agent, please call us at: (800) 447-7649 between 7 A.M. and 7 P.M. CENTRAL TIME.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

**BLACK WHITE & ASSOC INS BRKRS/PHS**

**THE HARTFORD SELECT CUSTOMER INSURANCE CENTER**

The Hartford Insurance Group  
Hartford Fire Insurance Company and its Affiliates  
Hartford Plaza, Hartford, Connecticut 06115

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\*0100057AU30320308

