

AGREEMENT BIBLIOGRAPHY

Agreement With:	Data Ticket, Inc.
Agreement Type:	To provide all related services for Administrative Citation Processing for the City
Date Approved:	11 19 2020
Start Date:	11 01 2020
End Date:	06 30 2021 (Option to extend additional (4) years thru 6/30/2025)
Contract Amount:	\$43,440.00
Comments	File No. 55 (DocuSign) Includes Amendment No. 1 Finance Department
Insurance Expiration:	11 01 2021

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Data Ticket, Inc.**, herein 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. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide all Related Services for Administrative Citation Processing for City of Garden Grove per Attachment A.
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 initial term of the agreement shall be from November 1, 2020 to June 30, 2021, with an option to extend said agreement an additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. CONTRACTOR is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment "A", and is incorporated herein by reference. The Scope of Work 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 Forty Three Thousand Four Hundred Forty Dollars (\$43,440.00), for the first year, payable in arrears and in accordance with PROPOSAL PRICING FORM, Attachment "B". All work shall be in accordance with RFP No. S-1272.

- 3.2 Payment For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. 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 PRICING FORM, Attachment "B". 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 PRICING FORM, Attachment "B. All work shall be in accordance with RFP. No. S-1272.
- 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 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. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR 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 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 \$2,000,000. 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.
- (d) Cyber/Crime Liability Policy, including cyber security, in an amount not less than \$1,000,000 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 **On-Going and Completed Operations Additional Insured Endorsement** 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, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

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. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
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)
Data Ticket, Inc.
Attention: Brook Westcott, Chief Operating Officer
2603 Main Street, Suite 300
Irvine, CA 92614

b. (Address of CITY)	(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.** To the fullest extent permitted by law, CONTRACTOR shall 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 damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless CITY, is

due to the sole negligence, recklessness and/or wrongful conduct 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.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

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

Date: 11/19/2020

"CITY"
CITY OF GARDEN GROVE


By: 
City Manager

ATTESTED:


City Clerk

Date: 11/19/2020

"CONTRACTOR"
Data Ticket, Inc.

By: 

Name: Brook Westcott

Title: Chief Operating Officer

Date: 11/19/2020


Tax ID No. 93-1010811

Contractor's License: _____

Expiration Date: _____

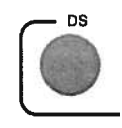
If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:


Garden Grove City Attorney

11/19/2020

Date



ATTACHMENT "A"

SCOPE OF WORK

RFP S-1272

Provide all Related Services for Administrative Citation Processing for City of Garden Grove

EXECUTIVE SUMMARY

The City of Garden Grove (City) invites the submittal of proposals from highly qualified firms to provide Administrative Citation Processing, including Invoicing and Payment Processing, Revenue Reporting, Correspondence, and Adjudication Services, including Appeals and all matters involving Administrative Hearings.

The successful proposal will be one that demonstrates the capability to fulfil all areas of the Scope of Work with technical proficiency, the ability to provide a seamless transition, and a willingness to work closely with City staff and the community at large.

Only firms with verifiable experience in Administrative Citation Processing, Payment Invoicing and Adjudication Services will be considered.

INTRODUCTION TO THE CITY

The City of Garden Grove is located in Orange County, California, and was incorporated in 1956. The city is nearly 18 square miles, serving a diverse population of approximately 180,000 people.

The City has issued approximately 2500 Administrative Citations in the last fiscal year, and that number is expected to increase as the City continues to ramp up their enforcement of municipal code violations. These violations include conducting business without a valid business license, short term rentals, illegal fireworks, construction without valid permits, blight, and graffiti just to name a few.

OBJECTIVE OF THE REQUEST FOR PROPOSAL

The City desires to contract with a qualified firm for Administrative Citation Processing, Payment Invoicing and Adjudication Services. The submitted proposal should reflect a one (1) year contract term with the option to renew the agreement an additional four (4) years for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. The Request for Proposal (RFP) is specifically seeking:

- A. Administrative Citation Processing Services
- B. Payment Processing, Invoicing, Notifications, and Reporting
- C. Administrative Citation Appeal Requests and Hearing Tracking
- D. Online Capabilities, and Customer Service

ADMINISTRATIVE CITATION PROCESSING SERVICES

DATA ENTRY – ADMINISTRATIVE CITATIONS

- Within 48 hours of receipt, all Administrative Citations shall be input to the database program, batch and record receipt.
- City shall have capability to edit all relevant information.
- Scan, File and store all Hand-written Administrative Citations, and all electronically submitted Administrative Citations in an easily readable, retrievable format. A PDF of all scanned Administrative Citations must be linked to customer's account so city officials can view them at any time.
- Conduct bi-monthly shredding of manually written citations, once the manually written citations are scanned.
- Notify City of any Administrative Citations that cannot be entered into the processing system and/or are defective (missing or incorrect information such as violation code, location, address, etc.).

LINKING MULTIPLE CITATIONS

In the event a person or entity is issued multiple citations for the same location, all citations will be linked to allow easy retrieval of entire case for the specific person/entity.

PAYMENT PROCESSING

- Manually received payments (checks, cash, money orders and cashier's checks) and any correspondence at contractor's PO Box are to be picked up daily.
- All incoming mail must be sorted and batched by the postmark date for payment posting.
- All Administrative Citation mail received must be opened and processed within 48 hours, exclusive of weekends and holidays.
- A double-blind entry of each payment received must be conducted to ensure correct posting.

- Contractor shall make daily bank deposits to the bank as directed by the City's Finance Director for all checks and money received. A copy of the deposit slip and citations paid with the paid amount shall be sent to the City. Submission of bank deposits to City by electronic means is acceptable.
- Reconcile all payments entered with bank deposit.
- Electronically store all source documents in an easily retrievable system.
- Contractor must track rebilling on partial payments and checks returned for insufficient funds.
- Contractor must provide for payment option by major credit card via secure Internet and telephone access. Access to both systems shall be available 24 hours a day, 7 days a week. Payments made by credit card are to be immediately updated in to the City's citation database. Credit Card payments are to be deposited into the City's bank account on a monthly basis.
- Contractor shall have plan in place to comply with any Legislative Mandates that apply during the contract term.

ALL CORRESPONDENCE

- All correspondence needs to be processed within 48 hours.
- Sort and batch all correspondence by postmark dates.
- Envelopes shall be kept with all correspondence.
- Contractor shall purchase a custom made Date Stamp showing Contractor's business name, and all correspondence will be date-stamped using this custom device

DELIVERY OF DOCUMENTS

- The contractor shall forward all documents (e.g., correspondence, appeal requests, etc.) to the City, within 48 hours of receipt. Electronic notification is acceptable.
- The City will forward to the Contractor all issued Administrative Citations and other documents in a timely basis.
- The Contractor shall be responsible for courier/delivery service.

REPORTING

- Contractor shall send a daily e-mail correspondence for all electronic fund transfers when they occur. A report shall accompany such e-mail correspondence that shall include details of what accounts the monies were applied to.
- Contractor shall be responsible for providing access to real time data via an online, real-time reporting system. System must be available 24/7. Reporting System must offer the capability to create, save, share, and print custom reports at any time for any time frame.
- Reports must be generated in HTML, and also provide an 'Export to Excel' option.
- The Contractor shall provide assistance to the city to design and create any report not already available at no cost to the city.
- Data shall not be purged, thus providing online reporting for entire history of citations administered by Contractor.

TOLL-FREE TELEPHONE AND CUSTOMER SERVICE

- The Contractor shall provide a toll-free telephone number for customer service and credit card payments (Visa and MasterCard) capable of additional fee attachment.
- The toll-free telephone service shall be in operation 24 hours a day, 7 days a week for the 50 United States and Canada.
- The Contractor's telephone answering system shall be sufficient in design and capacity to process the added volume of telephones generated from inquires by Garden Grove customers.
- The telephone call processing system shall be capable of responding to requests for service in English, Spanish, Korean, and Vietnamese.
- The telephone system shall also provide up-to-date information on the status of a citation with the option to speak with a live representative during normal business hours.
- Sufficient Customer Service Representatives (CSR) shall be available Monday through Friday, 8:00 am - 5:00 pm, P.S.T.; excluding holidays to accommodate the added volume of Garden Grove citation inquires.

- CSR's shall be capable of providing customer service to the public for resolving Administrative Citation questions of a non-judicial nature and research specific citation data when necessary.
- Contractor's staff, serving as CSRs, shall be fully trained in all informational aspects of Administrative Citation processing and related information specific to Garden Grove. This staff shall have real-time access to the Administrative Citation database(s).

CUSTOM NOTICES AND LETTERS

- The Contractor shall provide the necessary postage, correspondence, and stock forms to meet all applicable State and local laws regarding Administrative Citation processing and Adjudication.
- Postage Rate Increase - If postage notes increase or decrease during the term of the agreement, costing per notices and letters mailed will increase or decrease at same rate and effective date of U.S. Postal increase.
- Contractor shall generate Delinquent Notices for unpaid accounts at a time frame acceptable to the City and in compliance with any laws governing Administrative Citation processing.
- Non-sufficient fund (NSF) notices will be mailed to individuals immediately upon notification from the City that a check has not cleared. The notices will state the amount of original penalty, delinquent amount, and the appropriate NSF check fee.
- Partial Payment Notices will be mailed to those who do not pay the full fine and applicable penalty. The notice should indicate the amount that was paid and the remainder that is due.
- Samples of all forms, notices, letters, etc. must accompany the proposal.
- Contractor will ensure that all updated forms be posted for retrieval by the community, and all updated correspondence documents are implemented as soon as they are acquired from the City.

SECURE ONLINE INQUIRY ACCESS

- All internet access points must be secure.
- The online inquiry system must provide real time access to all citation information including any relevant documents, payment information, and administrative adjudication correspondence history.
- A "NOTES" feature shall allow authorized personnel to easily enter comments for a particular citation to be viewed by authorized system users.
- Contractor shall provide, at no additional cost, access to the inquiry system for as many users or groups of users as the City deems necessary.

SUPPORT

- The Contractor shall provide in-house staff for all aspects of processing Administrative Citations and support for all automated systems related to the processing of Administrative Citations, including: Internet access, information retrieval, systems operation and access, trouble shooting and servicing of Contractor supplied software and hardware.
- All software upgrades for software originally supplied by Contractor must be supplied at no additional charge.
- The Contractor shall provide up to forty (40) hours of training to all applicable Garden Grove personnel and support staff upon request on the operation and access of the various automated systems utilized by the Contractor for purposes of Administrative Citation processing per year.

DATA BACKUP

- All systems must be backed up daily to ensure safety of data in the event of a power outage or natural disaster.
- All backups of data should be transferred and stored off-site as part of the Contractor's disaster recovery plan.

IMPLEMENTATION PLAN

- The successful firm must provide a detailed plan to implement the transition with proposal.

CITY MEETINGS

- Contractor will make themselves available during normal business hours for scheduled quarterly meetings, when requested.

ADMINISTRATIVE CITATION APPEAL REQUESTS AND HEARING TRACKING

AUTOMATED PROCESSING OF ADMINISTRATIVE CITATION APPEAL REQUESTS

- Track Administrative Citation Appeals Requests and related correspondence.
- Provide relevant information to citizen inquiries regarding the Administrative Citation Appeal process.
- Enter Administrative Citation Appeal requests within 48 hours.
- Print and mail (U.S. First Class) all Administrative Citation Appeal result letters on city approved form documents providing hearing officer's narrative stating the results of the hearing.
- Timely notify City of overpayment of fines and/or reimbursements due.
- Enter and maintain database of all Administrative Citation Appeal and hearing requests received showing status of each request.
- Contractor will provide staff to respond to telephone inquiries regarding how to contest a citation, outstanding penalty amounts or delinquent fees, or any other pertinent information in order to contest a citation specific to the guidelines established by the City of Garden Grove.
- Contractor shall provide pricing for providing an independent certified Hearing Officer. Pricing shall be a flat rate per hearing.
- Communicate with designated City representatives in respective departments for appeal requests. Gather applicable hearing

packet and documentation from department designated City representative. Assemble and prepare hearing packet and send Certified U.S. Mail to appellant no less than 10 days prior hearing date.

- Receive Hardship Waiver requests from appellants, review and approve or deny such request, based on criteria detailed in City's Municipal Code and provided by City.
- Handle all scheduling of hearings and hearing officer(s). Send hearing schedule to all applicable department designated City representatives in a timely manner so as issuing officer receives sufficient notification so they can ensure their attendance. City will assist when needed with booking the room where hearings will be held.

AUTOMATED VOICE RESPONSE SYSTEM

- The database must be available 24 hours a day, 7 days a week. Scheduled system maintenance back-ups must be between midnight and 4 a.m.
- The automated voice response system must be capable of providing specific agency recorded information in English, Spanish, Korean, and Vietnamese regarding contesting, indigence, payment, address locations and information relating to correctable violations.
- The automated voice response system must be capable of providing online data from the database when queried by citation number.
- The automated voice response system must be capable of providing online data regarding: the citation issue date, amount due, delinquent date, total amount due and Administrative Citation Hearing results.
- The automated voice response system must be capable of receiving payment via credit card with immediate authorization and posting capabilities.

PUBLIC INTERNET ACCESS

- Contractor shall supply a website for public use which will automatically link them to a web page allowing them to enter their Administrative Citation number or other identifying information and view pertinent citation data.
- The website provided should be of the highest level of data security and data privacy. Web based data traffic involving privacy issues

including: names, addresses, Administrative Citation numbers, and credit card numbers must be encrypted using at least 128 bit encryption systems. Contractor must agree to keep all City of Garden Grove customers data private and secure and will not share, sell, or otherwise access the City of Garden Grove customer data for reasons other than the normal processing of payments or as otherwise required by law.

- Public access should include access to current Administrative Citation, current status of contested citations, due dates, original fine amount, late charges, information on how to contest a citation, how to file a hardship request, all related forms, and instructions on how to submit payments.
- The website should accept payments and service fee approval by Visa and MasterCard a minimum of 24 hours a day, 7 days a week, with immediate authorization and immediate updating to the City's database. A confirmation e-mail should be sent to the payee upon approved payment.
- The website shall allow for an individual to appeal their citation using an online system that allows for easy downloading of applicable forms, and also allows for easy uploading of photos or documents.

CITY INTERNET ACCESS

- Contractor must provide City with secure Internet access to the Administrative Citation processing database.
- The Contractor's system shall provide inquiry capabilities into the following data fields:
 - General citation information including: Citation number, Issuing Officer and identification number, violation, location of violation, date/time issued, Officer comments/notes, and any pictures taken by the officer.
 - Payment amount, date received, date entered, outstanding amount, and NSF history. *NOTE: All payment data shall be in an online, real-time environment.*
 - Complete listing of each notice mailed with the actual mail date displayed.
 - Current Administrative Citation Hearing status including: Deadline for filing Administrative Citation Appeals, date Administrative Citation Hearing request was received and adjudicated, date Administrative Citation Hearing notice mailed.

- Notification/correspondence tracking – type of notice issued and date issued.

COLLECTIONS

Contractor will follow the following basic collection processes:

- The Contractor shall obtain prior written approval by the Finance Director for the original form and any revisions to language in the notices, notice layouts, or to noticing criteria.
- Contractor shall send the first invoice for collection 45 days after the issuance date of the Administrative Citation.
- Second invoice, when necessary, shall be sent 30 days after the first invoice.
- Third invoice, when necessary, shall be sent 30 days after the second invoice.

FRANCHISE TAX BOARD

- Contractor shall implement, oversee, and maintain registration into the Franchise Tax Board (FTB) Interagency Intercept Program for all unpaid Administrative Citations.
- Contractor must have the ability to obtain Social Security Numbers.
- Contractor must handle all customer service related issues for the FTB Interagency Intercept Program.
- City reserves the right to not participate in the FTB Interagency Intercept Program if so desired.

PROPOSAL CONTENTS

Proposers are to provide the following information with their proposals:

- Information with respect to the firm and any sub-consultants, including:
 - Name, address, and telephone number of the firm
 - Name of individuals in charge of work
 - Name, title, and telephone number of contact person with direct and continued responsibility for the project
 - Year the firm was established

- Resumes of the principals in the firm
- Discuss relevant projects for which your firm was primarily engaged for the purpose of Administrative Citation processing.
- Provide at least three references of other cities in which similar services were provided within the past two years. List the City representatives for each reference, including their name, title and direct contact information. Appendix A, References, must be submitted with your proposal.
- Samples of all letters and/or forms reflecting the format that will be used to contact accounts.
- A description of internal computer security.
- A statement regarding the company's ability to meet the required time frame must accompany bid.
- The proposal should include a statement of whether your company is currently involved in any pending litigation.
- The Contractor shall disclose in detail, specific areas of the RFP which are unable to be met.
- Describe briefly how your firm would plan to work with the City of Garden Grove and associated agencies regarding the specific project areas, including implementation plan.
- Describe the proposed companies special collection efforts and success rates.
- Attachment "B" Proposal Pricing must be included and must also be complete since partial proposals will not be accepted for any reason.

SUBMISSION OF PROPOSAL

- This solicitation does not commit the City of Garden Grove to pay any costs incurred in the preparation and submission of proposals nor to procure or contract for services.
- Due to the current COVID-19 situation the City is not accepting walk-in/hand deliveries of proposals. Proposals must be submitted electronically via the City's Planet Bids portal. Instructions on how to submit an electronic proposal via the Planet Bids portal can be found under the "Documents & Attachments" tab.

Data Ticket, Inc.
 949 428 7240
 ClientServices@DataTicket.com

City of Garden Grove
 RFP No. S-1272:
 Administrative Citation Processing

**RFP NO. S-1272
 ATTACHMENT "B"
 (PROPOSAL PRICING FORM)**

THIS FORM MUST BE COMPLETE AS OUTLINED BELOW AND RETURNED WITH THE PROPOSAL. PLEASE DO NOT CHANGE THE FORMAT.

Partial proposals will not be accepted. All fields require a response.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL	
FEE DESCRIPTION	PRICING
CITATION PROCESSING & COLLECTIONS	
MANUAL/HANDWRITTEN CITATION PROCESSING	\$12.50
PROCESSING OF CITATIONS SENT ELECTRONICALLY	\$8.50
INVOICING - 1ST NOTICE	\$00.00
INVOICING - 2ND NOTICE	\$00.00
INVOICING - 3RD NOTICE	\$00.00
DELINQUENT COLLECTIONS	\$00.00
FRANCHISE TAX BOARD PROCESSING (SSN LOOK-UPS)	\$2.25
FRANCHISE TAX BOARD COLLECTIONS	15% of Amount Collected
DOCUMENT SCANNING	\$0.50
CREDIT REPORTING	30% of Amount Collected
COLLECTIONS	\$00.00
OTHER: Escrow Banking	\$85.00 per month
OTHER:	

Data Ticket, Inc.
 949 428 7240
 ClientServices@DataTicket.com


City of Garden Grove
 RFP No. S-1272:
 Administrative Citation Processing

ADJUDICATION SERVICES	
PROCESSING OF HEARING REQUESTS	\$00.00
PERFORMANCE OF HEARINGS	\$75.00 per hour
CERTIFIED LETTERS	Actual Cost
OTHER:	
OTHER:	
ADDITIONAL PRICING ITEMS (THIS AREA CAN ALSO BE USED TO LIST ANY ADDITIONAL SERVICES AND RELATED COSTS)	
FEE DESCRIPTION	PRICING
HEARING SCHEDULING	\$00.00
ONLINE ACCESS TO DATABASE REPORTING	\$00.00
PAYMENT PROCESSING	\$00.00
REFUNDS	\$2.50 per refund
NSF's	\$2.50 per NSF
CUSTOMER SERVICE	\$00.00
NEW LEGISLATION IMPLEMENTATION	\$00.00

Data Ticket, Inc.
949 428 7240
ClientServices@DataTicket.com

City of Garden Grove
RFP No. S-1272:
Administrative Citation Processing

ATTACHMENT "B"
RFP NO. S-1272
PROPOSAL PRICING FORM

BY:  949-428-7240
(Signature) Telephone Number
Brook Westcott
(Type or Print Name)
Chief Operating Officer
(Title)
BWestcott@DataTicket.com
(Email Address)
Data Ticket, Inc.
(Company Name)

Data Ticket, Inc.
 949 428 7240
 ClientServices@DataTicket.com

City of Garden Grove
 RFP No. S-1272:
 Administrative Citation Processing

Data Ticket provides our Solution as Software as a Service to our Clients. We invoice our clients for services utilized. Our approach to citation processing is continually evolving. We have been processing administrative citations for 18 years. We use our experience and expertise to continually improve our software and our services so that our partnerships with our Clients continue to evolve and grow.

During the life of any contract, we believe it is our responsibility to benefit our Clients technically by providing regular enhancements. Our software is living software. It is provided as a Software as a Service (SaaS) model. Because our Clients do not own the software, it is Data Ticket's responsibility to enhance that software regularly, thereby providing our clients with new, forward-thinking functionality.

On the prior pages, we provided the City with an option for administrative citation processing. Below and on the following pages, we have provided an explanation of our cost proposal as well as an alternate proposal for the City's consideration. These 2 proposals provide the City with the ability to either pay a single fee upfront for all services (Option 1) or pay for each instance (Option 2). During the life of any contract, the City can switch the payment option on the annual anniversary of the contract.

Fee Description	Administrative Citation Processing Fee Option 1	Administrative Citation Processing Fee Option 2
Citation Processing and Collections		
Manual Citation Processing	\$12.50	\$4.50
Electronic Citation Processing	\$8.50	\$2.50
1st Notice Sent	No charge	\$0.80
Other Correspondence	\$1.00	\$1.00
Delinquent Collections	No charge	25%* of paid amount
Franchise Tax Board Processing - SSN Look-up	\$2.25 per unique SSN	\$2.25 per unique SSN
FTB Collections	15% of paid amount	15% of paid amount
Advanced Collections - Legal Action Not Required	30% of paid amount	30% of paid amount

*Assessed at Citation Date + 60 Days

Data Ticket, Inc.
 949 428 7240
 ClientServices@DataTicket.com

City of Garden Grove
 RFP No. S-1272:
 Administrative Citation Processing

Fee Description	Administrative Citation Processing Fee Option 1	Administrative Citation Processing Fee Option 2
Adjudication Services		
Adjudication Hold & Scanning of Documentation	No charge	\$0.50
Disposition Entry	No charge	\$1.00
Disposition Letters	No charge	\$1.25
Hearing Schedule Letters	No charge	\$1.25
Certified Letters – per letter sent	\$5.00	\$5.00
Hearing Performance	\$75.00 / hr	\$75.00 / hr

To further provide definition surrounding each line item, we have provided additional details below and on the following pages.

Manual and Electronic Administrative Citation Processing:

Services for the above-mentioned items include:

- Data entry of manually written citations performed within 24 hours of receipt
- Quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations
- Electronic transfer of all electronically written citations, recordings, videos and photographs

1st Notice Cost:

Services for the above-mentioned item include:

- Semi-custom Notice that is printed on an 8 ½ x 11" piece of paper with a perforated tear-off payment stub provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This charge is only incurred if the individual does not pay within 90 days

Delinquent Collections:

- This fee will be assessed when a citation is sixty (60) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the registered owner at no cost to the City

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- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred and all customer service and payment entry

**Franchise Tax Board Processing:
SSN Look-up**

- This fee will be assessed to lookup a social security number associated with a particular registered owner and address
- **This charge is charged per unique SSN, not per citation**

FTB Collections

- This fee is charged if a citation is paid at the Franchise Tax Board
- **This charge is not combined with any other charge;** for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Customer as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail at no additional cost to the City
- All notices are attached to the citation online and are viewable via the web
- **Data Ticket will pay for the Agency's cost to participate in the FTB program;** annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- **If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee**

Advanced Collections

- This fee is charged if a citation is paid at Advanced Collections
- **This charge is not combined with any other charge;** for example, if a citation is rolled to delinquent status and paid at Credit Reporting Collections, only the 30% of revenue collected will be charged

2nd Level Hearing Hold, Scanning and Scheduling of Hearing

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution where it is displayed on the web for the Agency's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe

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RFP No. S-1272:
Administrative Citation Processing

or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal

- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

2nd Level Hearing Schedule & Disposition Letters

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- **All letters are attached to the citation online and are viewable via the web**
- Disposition letters will be sent Monday – Friday

2nd Level Hearing Disposition

- Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at an Agency location or the Agency may elect to have citations heard at a centralized location within the City

Joint / Escrow Banking Services (Optional)

\$85.00 per month

Services for the above-mentioned item include:

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card chargebacks and Insufficient Funds
- Month-end reconciliation of all funds collected
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year
- Refunds verified and issued weekly

Online Access for the Agency's Customers:

Included

The Agency's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a Hearing online and attach up to 3 supporting documents

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City of Garden Grove
RFP No. S-1272:
Administrative Citation Processing

- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency's Staff: **Included**
Access to the Agency's data is based on unique usernames and passwords assigned to everyone who requires access to the system. **Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.**

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the **username is displayed next to every transaction in the system, indicating who performed the transaction and when.**

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's, Charge-backs and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, location, comments, and others
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Hearing Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without responsible party information

Reporting: **Included**

- Data Ticket offers 24 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML, so our Clients can copy and paste the data into Excel for data manipulation purposes.
- Report Generator capabilities that provide City Personnel with the ability to create, save, share and print custom reports at any time for any time frame.

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- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

Manual Payment Processing:

Included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

Chargebacks and NSF's

\$2.50

- Data Ticket will process credit card chargebacks and NSF's when notified of each occurrence if Agency is not an escrow account holder
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

Refunds

\$2.50

- Data Ticket will process refunds when notified of each by the Agency
- In the event the Agency utilizes Joint Banking, Data Ticket will verify, generate and send each refund due
- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

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City of Garden Grove
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Administrative Citation Processing

Customer Service:

Included

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

Web Presence:

Included

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not Agency branded. This website allows for the Agency and the Agency's Customers to access citations online
- If the Agency prefers an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency

Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases – *There will be NO CPI increases for the duration of the agreement.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER PIA Select Insurance Solutions 1100 Industrial Rd., #3 San Carlos CA 94070		CONTACT NAME: Lynette (Lynn) Eye PHONE (A/C, No, Ext): (805) 975-3531 FAX (A/C, No): EMAIL ADDRESS: lynn.eye@piaselect.com	
INSURED Data Ticket, Inc. DBA: Revenue Experts 2603 Main Street, Ste. 300 Irvine CA 92614		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amco Insurance Company <i>A, XV</i>	NAIC # 002014
		INSURER B: Employers Insurance Group <i>A-, XI</i>	10346
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR (MSD)	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PERL <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ACP GLO 3069509589	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			ACP GLO 3069509589	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			ACP CAA 3069509589	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	EIG4581764-01	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed that The City of Garden Grove, its officers, officials, agents, employees and volunteers are included as Additional Insured including Waiver of Subrogation and Primary & Non-Contributory wording as required by written contract. The policy includes a 30 day Notice of Cancellation in favor of the Certificate Holder (see attached endorsements).

Workers Compensation includes a blanket Waiver of Subrogation (see attached).

Reviewed and approved as to insurance language and requirements.

Lynette Eye

CERTIFICATE HOLDER City of Garden Grove Insurance Compliance P.O. Box 100085 - GV Duluth GA 30096	CANCELLATION 12/1/20 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lynette Eye</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Ashbrook-Clevidence, Inc. 3000 W MacArthur Blvd, Suite 320 Santa Ana, CA 92704 License #: 0188788	CONTACT NAME: Beverly Lyall PHONE (A/C, No, Ext): (714)879-4023 FAX (A/C, No): (714)879-2809 E-MAIL ADDRESS: Beverlyl@aclevidence.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Continental Casualty Company A, XV INSURER B: Scottsdale A, XV INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Data Ticket, Inc. 2603 Main Street Suite 300 Irvine, CA 92614	

COVERAGES **CERTIFICATE NUMBER: 00012154-8877080** **REVISION NUMBER: 50**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions		287188360	11/01/2020	11/01/2021	Deductible \$10K \$2,000,000
B	Cyber Liability		EKS3352231	11/01/2020	11/01/2021	Deductible \$25K \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate also evidences Crime provided by Travelers Casualty & Surety Company of America NAIC #31194, policy number 105702099 with effective dates of 11/1/2019 - 11/1/2022 and limits of \$1,000,000.

CERTIFICATE HOLDER City of Garden Grove Insurance Compliance PO Box 100085-GV Duluth, GA 30096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (BXL)
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 11/01/2020 at 12:01 AM standard time, forms a part of

Policy No. EIG 4581764 01 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to DATA TICKET, INC.

Endorsement No.

Premium

Countersigned at _____ on _____ By:  _____

Authorized Representative

CITY OF GARDEN GROVE

AMENDMENT NO. 1

To: Provide all Related Services for Administrative Citation Processing for City of Garden Grove per RFP S-1272 and Attachment A.

This Amendment No. 1 to Provide all Related Services for Administrative Citation Processing for City of Garden Grove per Attachment A is made and entered into this ____ day of _____ 2021, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Data Ticket, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **B200135** effective **November 19, 2020**.

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: Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from July 1, 2021 to June 30, 2022.

Section 3: Compensation - shall be revised as follows:

The contract price is hereby increased to \$37,000.00 for the above term of the contract only.

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: 8/23/2021

"CITY"
CITY OF GARDEN GROVE

DocuSigned by:
W.A.C. Allen
By: _____
B4F3511E705F453...
City Manager

ATTESTED:
DocuSigned by:
Teresa Pomeroy

830DF285DAD44E7...
City Clerk

Date: 8/23/2021

"CONTRACTOR"
Data Ticket, Inc.

DocuSigned by:
Brook Westcott
By: _____
8E085EC850D442D...

Name: Brook Westcott

Title: Chief operating officer

Date: 8/23/2021

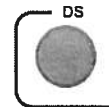
If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:
DocuSigned by:
Anna Vandora

8A81EE779B44411...
Garden Grove City Attorney

8/20/2021

Date



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8/23/2021



**City of Garden Grove
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
V00481	DATA TICKET, INC	Compliant					
		A+, XV	AMCO Insurance Company	ACPGLO3069509589	11/1/2020	11/1/2021	Auto Liability
		A+, XV	AMCO Insurance Company	ACPCAA3059509589	11/1/2020	11/1/2021	Excess Liability
		A+, XV	AMCO Insurance Company	ACPGLO3069509589	11/1/2020	11/1/2021	General Liability
		A, XV	Continental Casualty Company	287188360	11/1/2020	11/1/2021	Professional Liability
		A-p, XII	Employers Preferred Insurance Company	EIG458176401	11/1/2020	11/1/2021	Workers Comp

Risk Profile : Professional Services/Consulting

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers