

AGREEMENT BIBLIOGRAPHY

Agreement With:	Data Ticket Inc. dba Revenue Experts Inc.
Agreement Type:	Process and collect administrative citations, revenue collection, and the processing of the administrative appeals reviews and hearings
Date Approved:	02 02 2015
Start Date:	02 02 2015
End Date:	02 01 2016 (Option to extend 4 years to 02/01/2020)
Contract Amount:	\$24,999
Comments:	Public Works
Insurance Expiration:	11 01 2015
Date Archived:	02/19/2015



**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.*

February 4, 2015

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

Attention: Marjorie Fleming, President

Enclosed is a copy 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, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 2nd day of February, 2014⁵, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY") and **Data Ticket Inc. dba Revenue Experts**, 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 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, with an option to extend said agreement 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 Proposal. The Proposal is attached as Attachment A, and 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 Ninety Nine Dollars (\$24,999.00), per year, 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 and CONTRACTOR 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. 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 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 \$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 **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.

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. dba Revenue Experts
 Attention: Marjorie Fleming, President
 4600 Campus Drive, Suite 200
 Newport Beach, CA 92660

 - 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 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.

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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: 2/2/15

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 2/4/15

"CONTRACTOR"
Data Ticket Inc. dba
Revenue Experts

By: [Signature]

Name: Margie A. Fleming

Title: CEO and President

Date: January 20, 2015

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:

[Signature]
Garden Grove City Attorney

1-30-15
Date

ATTACHMENT "A"



4600 Campus Drive, Suite 200
Newport Beach, CA 92660
949 752 6937 (x) 310 - Phone
MFleming@DataTicket.com

COMPENSATION SCHEDULE FOR THE CITY OF GARDEN GROVE

Description of Service	Cost
<p>Manual Administrative Citation Processing <i>Services for the above-mentioned items include:</i></p> <ul style="list-style-type: none"> • On-site data entry of manually written citations performed within 48 hours of receipt • On-site 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 	<p align="center">\$22.00 per citation</p>
<p>Semi-Custom Noticing: <i>Services for the above-mentioned items include:</i></p> <ul style="list-style-type: none"> • A single Courtesy Notice printed on an 8 ½ x 11" piece of paper and provided in a window envelope will be sent to the responsible party • 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 cost will increase as the US Postal Service increases the 1st Class postage rate • Notices will be sent daily, Monday - Friday 	<p align="center">Included</p>



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COMPENSATION SCHEDULE FOR THE CITY OF GARDEN GROVE

Description of Service	Cost
<p>Delinquent Collections Services for the above-mentioned items include:</p> <ul style="list-style-type: none"> • In addition to the 1st Courtesy Notice, two additional notices will be sent to the responsible party, at a time frame to be defined by the Agency • Notices will include a return envelope in which the responsible party may submit payment • Notices will be sent via 1st Class Mail, for which Data Ticket will be responsible • A citation is considered delinquent at Cite Date plus 31 days • 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 • Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred • Notices will be sent daily, Monday - Friday • If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee 	<p>Included</p>
<p>Adjudication Holds Services for the above-mentioned item include:</p> <ul style="list-style-type: none"> • Data Ticket will accept Hearing Requests on behalf of the Agency • Dependent on the Agency's choice, Data Ticket will either review and approve the Hearing Request or provide the documentation received to the Agency for its decision • If the Request is accepted, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution so it is displayed on the web for the Agency's Staff and the Hearing Officer 	<p>Included</p>



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COMPENSATION SCHEDULE FOR THE CITY OF GARDEN GROVE

Description of Service	Cost
<p>Adjudication Letters Services for the above-mentioned item include:</p> <ul style="list-style-type: none"> • For each request received, Data Ticket will send a semi-custom Hearing Approval Letter and a Schedule letter or it will send a Semi-Custom Denial Letter • Once the Hearing has been held, Data Ticket will send a semi-custom disposition letter to the Appellant detailing the Hearing Officer's findings • All Letters are sent via First Class mail and all Letters 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 Letters are attached to the citation online and are viewable via the web • Letters will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred • Should the Agency request Letters to be sent via Certified Mail, Data Ticket will arrange this at a cost of \$5.00 per Letter • Letters will be sent daily, Monday - Friday 	<p>Included</p>
<p>Administrative Hearings Services for the above-mentioned item include:</p> <ul style="list-style-type: none"> • Data Ticket's independent, certified, insured hearing officers will be provided to perform in-person, phone, and written hearings, as required by the Agency • Four hour minimum scheduling • 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 • The City will incur costs associated with mileage • Data Ticket will work with the Agency to arrange for the use of a conference room at a Agency location or the Agency may elect to have citations heard at a centralized location within the County 	<p>\$75.00 per hour</p>
<p>Franchise Tax Board SSN Look-up Services for the above-mentioned item include:</p> <ul style="list-style-type: none"> • 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 	<p>\$3.00 per unique SSN</p>



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COMPENSATION SCHEDULE FOR THE CITY OF GARDEN GROVE

Description of Service	Cost
<p>FTB Collections Services for the above-mentioned item include:</p> <ul style="list-style-type: none"> • 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 a custom FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail • 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 • Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail 	<p>15% of revenue collected</p>
<p>Credit Reporting Collections Legal Action Not Required Services for the above-mentioned item include:</p> <ul style="list-style-type: none"> • This fee is charged if a citation is paid at Advanced Credit Reporting 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 	<p>30% of revenue collected</p>
<p>On Line Access to Citation Processing Center Services for the above-mentioned item include:</p> <ul style="list-style-type: none"> • This fee is charged if a citation is paid at Advanced Credit Reporting Collections 	<p>\$50.00 per month</p>
<p>Joint / Escrow Banking Services Services for the above-mentioned item include:</p> <ul style="list-style-type: none"> • 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 charge-backs 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 	<p>\$100.00 per month</p>



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Description of Service	Cost
Charge-backs and NSF's Services for the above-mentioned item include: <ul style="list-style-type: none">• Data Ticket will process credit card charge-backs and NSF's when notified of each occurrence• Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation	\$5.00 per issued instance
Refunds Services for the above-mentioned item include: <ul style="list-style-type: none">• Data Ticket will process refunds when notified of each need• In the event the utilizes Joint Banking Data Ticket will verify, generate and send each refund due• Refunds will be issued weekly• Refunds will be sent weekly via 1st Class Mail	\$5.00 per issued instance



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COMPENSATION SCHEDULE FOR THE CITY OF GARDEN GROVE – SERVICES INCLUDED AT NO ADDITIONAL COST

Online Access for the Agency's Patrons: **Included**
The Agency's Patrons 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 an Administrative Hearing and attach up to three documents supporting their position (optional)
- 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 each individual 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 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
- View the complete reason for a 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
- Print a receipt

Conversion: **Included**

- Data Ticket will convert the citations currently with the Agency's existing vendor at no cost to the Agency



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COMPENSATION SCHEDULE FOR THE CITY OF GARDEN GROVE – SERVICES INCLUDED AT NO ADDITIONAL COST

- Reporting:** **Included**
- Data Ticket offers 23 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.
 - 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
- 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, fix-it tickets, sign-offs, 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 Patrons to access citations online
 - If the Agency prefers to have 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.



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**COMPENSATION SCHEDULE FOR THE CITY OF GARDEN GROVE - FEES
ASSESSED TO THE PATRON**

Credit / Debit Card Processing **\$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, www.CitationProcessingCenter.com, via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit / debit card processing; however, the Patron is charged \$3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee

Payment Plan Processing **variable cost**

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be

Credit Card Chargeback Processing **\$30.00 per transaction**

- If a chargeback occurs, a fee will be charged to the Patron for the processing of the chargeback
- No fee will be charged to the Agency



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2014

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 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 Collectors Insurance Agency <i>George Ceaser</i> 4040 W 70th Street <i>952-928-8000</i> <i>Ceaser@acainternational.org</i> Edina MN 55435		CONTACT NAME: PHONE (A/C, No, Ext): (952) 926-6547 FAX (A/C, No): (952) 928-3837 E-MAIL ADDRESS: collectorsinsurance#acainternational.org	
INSURED DATA TICKET, INC. DBA: REVENUE EXPERTS, INC. <i>Heather Nowlan</i> 4600 CAMPUS DR. STE 200 NEWPORT BEACH CA 92660-1888 <i>Marjorie Fleming</i>		INSURER(S) AFFORDING COVERAGE INSURER A: AMCO INSURANCE COMPANY NAIC # 19100 INSURER B: <i>H Nowlan@dataticket.com</i> INSURER C: <i>949-752-6937 X 514</i> INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 3042675 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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 checked="" type="checkbox"/> LOC	X	ACPBPO3006907597	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	ACPBPO3006907597	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ INCLUDED BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	ACPCAA3006907597	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<i>Reviewed and approved as to insurance language and/or requirements.</i> <i>Denise M. Jay</i> <i>Risk Management</i> <i>1-20-15</i> <i>*For this agreement only.</i>			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 IT IS AGREED THAT CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS IS INCLUDED AS ADDITIONAL INSURED SOLELY AS THEIR INTERESTS MAY APPEAR IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM. THIS INSURANCE IS PRIMARY & NON-CONTRIBUTORY.

CERTIFICATE HOLDER CITY OF GARDEN GROVE 11222 ACACIA PARKWAY GARDEN GROVE, CA 92840	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 J St. Martin/DENISE <i>[Signature]</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

The following is added to Section II. WHO IS AN INSURED:

Any person or organization shown in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to:

- a. "Bodily injury" or "property damage" that arises out of, in whole or in part, or is a result of, in whole or in part, the active negligence of the additional insured shown in the Schedule of this endorsement.
- b. "Personal and advertising injury" that arises out of any independent "personal and advertising injury" offense committed by the additional insured shown in the Schedule of this endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Name Of Person Or Organization:

CITY OF GARDEN GROVE, IT'S OFFICERS, OFFICIALS,
EMPLOYEES, AGENTS, AND VOLUNTEERS
11222 ACACIA PKWY
GARDEN GROVE CA 928405208

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

Heidi M. Jay
Risk Management
1-20-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT TO OTHER INSURANCE CLAUSE FOR
ADDITIONAL INSUREDS – PRIMARY AND NON-
CONTRIBUTORY WHEN REQUIRED IN A WRITTEN
AGREEMENT OR CONTRACT WITH YOU**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

Only with respect to any additional insured, in the COMMON POLICY CONDITIONS, form PB 00 09, under condition H. **OTHER INSURANCE**, paragraph 2.a. is replaced by the following:

H. OTHER INSURANCE

2. Under any liability coverage provided by this policy,
 - a. If for injury or loss we cover, there is other valid and collectible insurance available to any additional insured under another policy, our obligations are limited as follows:
 - (1) Issued by another insurer, or if there is self insurance or similar risk retention that applies to a loss covered by this policy, then this insurance provided by us shall be excess over such other insurance, unless you have agreed in a written contract or written agreement signed prior to the loss that this insurance shall be primary:
 - (a) Then this insurance is primary. If other insurance is also primary, we will share with all that other insurance as described in d. below; and
 - (b) The coverage afforded by this insurance is non-contributory with the additional insured's own insurance.
 - (2) Issued by us or any of our affiliate companies, that applies to a loss covered by this policy, then only the highest applicable Limit of Insurance shall apply to such loss. This condition does not apply to any policy issued by us that is designed to provide Excess or Umbrella liability insurance.

All terms and conditions of this policy apply unless modified by this endorsement.

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

Heidi M. Jay
Risk Management
1-20-15

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2015


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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Data Ticket, Inc. dba: Revenue Experts 4600 Campus Drive #200 Newport Beach, CA 92660	INSURER A: State Compensation Ins. Fund	
	INSURER B: Continental Casualty 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> 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"/> PRO-JECT <input type="checkbox"/> LOC				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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	Reviewed and approved as to insurance language and/or requirements. <i>Heidi M. Gray</i> Risk Management 1-20-15			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	90657312014 YES	07/12/14	07/12/15	X WC STATUTORY LIMITS 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	
B		OTHER Errors & Omm	287188360	11/01/14	11/01/15	2,000,000 Retention \$10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
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CERTIFICATE HOLDER City of Garden Grove ATTN: Heidi Janz Risk Management 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 <u>30</u> 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  OXC
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