

**SERVICE AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND DATA TICKET, INC.  
FOR  
PARKING CITATION PROCESSING AND PARKING PERMIT SOLUTION**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called "City," and Data Ticket, Inc., a California Corporation, hereinafter referred to as "Contractor."

**Recitals**

- A. The City desires to retain a Contractor having special skill and knowledge in the field of parking citation processing and parking permits solutions.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.

NOW, THEREFORE, it is agreed by City and Contractor as follows:

**1. Scope of Services**

Contractor shall provide all services as described in Exhibit "A," pertaining specifically to the Police Department which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "Project." Contract shall provide all services as described in Exhibit A.1 pertaining specifically to the Department of Community & Library Service which is attached hereto and incorporated into this Agreement by this reference.

Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals dated July 20, 2021 (Exhibit "B") and Contractor's Proposal to the City ("Proposal") dated August 17, 2021 (Exhibit "C") which are attached and incorporated into this Contract by reference.

All services shall be performed to the satisfaction of the City.

All services shall be performed according to the standards then prevailing in parking profession.

Contractor hereby designates Brook Westcott, who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

**2. City Staff Assistance**

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

**3. Compensation**

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "D." The total sum to be expended under this Agreement, shall not exceed Three Hundred Sixty Thousand Dollars (\$360,000.00) per year for any one year during the term of this Agreement.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "D."

**4. Term**

Time is of the essence of this Agreement. The services of Contractor are to commence \_\_\_\_\_, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate (3) three years from Commencement Date, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for 2 additional one-year periods if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

**5. Extra Work**

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such

work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

**6. Disposition of Plans, Estimates and Other Documents**

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to City, and Contractor shall turn these materials over to City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

**7. Hold Harmless**

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and 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.

**8. Workers Compensation Insurance**

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

**9. General Liability Insurance**

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

**10. Automobile Liability Insurance**

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

**11. Certificate of Insurance**

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and

- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

## **12. Independent Contractor**

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

## **13. Conflict of Interest**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **14. Termination**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents the City's use thereof for such purposes as the City deems appropriate.

- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

**15. Exclusivity and Amendment**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

**16. Assignment**

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

**17. City Employees and Officials**

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

**18. Notices**

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach  
Attn: Dahle Bulosan  
2000 Main Street  
Huntington Beach, CA 92648

Contractor:

Data Ticket, Inc.  
Attn: Brook Westcott  
2603 Main Street, Suite 300  
Irvine, CA 92614

[With a Copy to:]

City of Huntington Beach  
Attn: Traffic Bureau Lieutenant  
Parking Traffic Control Supervisor  
2000 Main Street  
Huntington Beach, CA 92648

**19. Consent**

When City's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

**20. Modification**

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

**21. Section Headings**

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

**22. Interpretation of this Agreement**

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or

future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

**23. Duplicate Original**

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

**24. Immigration**

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

**25. Legal Services Subcontracting Prohibited**

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City; and City shall not be liable for payment of any legal services expenses incurred by Contractor.

**26. Confidentiality**

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

**27. Discrimination**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it



is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

**28. Jurisdiction – Venue**

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**29. Professional Licenses**

Contractor shall, through the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**30. Attorney's Fees**

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

**31. Survival**

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

**32. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

**33. Signatories**

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this

Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

**34. Entirety**

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

**35. Effective Date**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR  
DATA TICKET, INC.,  
a California Corporation

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print name

ITS: (*circle one*) Chairman/President/  
Vice President

\_\_\_\_\_  
City Clerk

**AND**

By: \_\_\_\_\_

\_\_\_\_\_  
Print name

ITS: (*circle one*) Secretary/Chief Financial  
Officer/Asst. Secretary-Treasurer


INITIATED AND APPROVED:

\_\_\_\_\_  
Chief Financial Officer

REVIEWED AND APPROVED:

\_\_\_\_\_  
Chief of Police

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

## **EXHIBIT A**

### **PARKING PROGRAM SCOPE OF SERVICES (POLICE DEPARTMENT)**

CONTRACTOR must process citations issued within the City pursuant to California State Law and City ordinance, which shall include citation tracking, payment acceptance, appeals processing and collections.

CONTRACTOR must be able to provide the City with complete access to the database using the internet without the need of any purchased software required to access the system by the City, other than an internet browser.

CONTRACTOR must agree to maintain full and accurate records with respect to all services and software covered under this Agreement for the duration of the contract. City shall have access, without charge, during normal business hours

Access to data by City Users shall be role-based with user and password protection.

#### **Data Entry from Handheld Ticket Writer with Interface**

- CONTRACTOR must have existing products meeting the functional requirements of the City.
- The City will not consider software systems that are still in development phase and not yet successfully implemented with other clients.
- CONTRACTOR must have the resources necessary to provide the required implementation as well as ongoing technical product support and maintenance to the City.
- CONTRACTOR will provide for automated import of electronic citations into CITY's database within 1 business day.
- CONTRACTOR will maintain and update listing of scofflaw files on a daily basis for CITY to upload into their handheld ticket writers.
- CONTRACTOR will work with CITY to implement any changes required for handheld ticket writer equipment.
- CONTRACTOR shall process citations for non-California license plates by entering the citation information into the system database and reporting them along with all other citations on the database with the standard reports
- CONTRACTOR will provide the City with the ability to edit data such as: name, address, vehicle information, citation fields, notes, etc., and maintain an audit history for such changes (user, date and time);

**Data entry from manual citations**

- CONTRACTOR will provide a solution wherein the City sends any handwritten citations to the vendor to be input by vendor staff.
- CONTRACTOR will conduct data entry will be conducted within 48 hours.
- CONTRACTOR will provide capability to correct dates, violations codes and fine amounts.
- CONTRACTOR to notify city regarding citations unable to be entered for any reason (no violation code, illegible handwriting, etc).
- CONTRACTOR will file and store citations in easily retrievable format.
- CONTRACTOR will file and store hard copy citations for minimum of two (2) years and then destroy.

**Registered owner correspondence**

- CONTRACTOR is required to mail reminder notices for all citations to registered owner within two days of receipt of original citation.
- CONTRACTOR is required to mail notices to lessees or renters of cited vehicles when provided with proof of written lease or rental agreement with City approval.

**Registered owner name and information retrieval from Department of Motor Vehicles (DMV)**

- CONTRACTOR must have ability to retrieve registered owner data from DMVs in all 50 states.
- CONTRACTOR is expected to have/maintain internet access to DMV data base.
- CONTRACTOR must have manual access to registered owner information from California DMV upon request.
- CONTRACTOR will review DMV "No Hit" list to insure license plate and state information entered correctly.
- CONTRACTOR will confirm vehicle make and registered owner information.
- CONTRACTOR will maintain communications with all out-of-state DMV agencies and Transportation Ministries in Canada and Mexico.
- If the citation(s) become delinquent, requests for registered owner information will be sent to the appropriate out of state DMV
- CONTRACTOR will incur any costs for retrieving out of state registered owner information
- CONTRACTOR is required to process DMV holds or releases within 48 hours.
- CONTRACTOR's system must have the ability to store previous and current owner information when transfer of ownership has occurred.
- CONTRACTOR must be able to interface with DMV for placing and releasing registration holds.
- CONTRACTOR must be able to interface with DMV and produce a monthly payment file.

- CONTRACTOR must have a process to manage delayed DMV holds due to partial payments as required by AB 503, AB3277, and any future legislation as they pertain to payment plans.
- CONTRACTOR must provide a daily report to the designated supervisor containing all reported vehicle make mismatches.
- CONTRACTOR must retain and update the DMV make AND provide the capability to compare to Officer's make recorded on the citation;

### **Payment and data processing and Customer Service**

- CONTRACTOR must provide 24 hour customer service phone number and list the phone number on all electronic citations and notices and provide the following:
  - Provide PO Box where payments are mailed
  - Provide online payments (with fee)
  - Provide pay by phone/text option with QR code
  - Provide past due notifications
  - Provide Courier Service to City two times per week (or as directed by the City) for the purpose of picking up citations and other documents to be delivered to CONTRACTOR and to return reports and other documents to City
  - Courier pickup from PO Box daily
  - Open, sort and batch all incoming mail by postmark date for payment posting.
  - Make daily bank deposits directly into a city assigned bank account.
  - Enter and process payments within 48 hours including opening all mail received, verifying payment amounts, updating computer system and making daily bank deposits.
  - Forward deposit slips to city contact within 24 hours after each deposit. OR weekly if scanned image is emailed/faxed.
  - Provide reporting for all bank deposits upon request.
  - File and store all bank deposit information for a minimum of four years.

CONTRACTOR is required to send notification to registered owners when either a partial payment is received, check payments are returned for insufficient funds, and for any unpaid citation when the vehicle has a change of ownership.

CONTRACTOR is required to maintain images of all envelopes with all inbound correspondence.

CONTRACTOR shall respond to reasonable non-judicial public inquiries by phone and/or mail

Contesting and Disposition letters will include:

- First Review outcome (upheld or dismissed) with reason description for decision.
- Hearing Schedule Notifications for Second Level Contesting.
- Second level Hearing disposition letters (upheld or dismissed).
- Note: Appeal calendar must be available to the City to be printed, viewed or emailed as a report.
- Return questionable mail to CITY for decision
- Verify amounts deposited by citation number
- Provide an exclusive toll-free number for customer service calls specific to the City of Huntington Beach.
- Provide weekly reports for bank statement reconciliation

- Provide monthly Paid Citation Distribution Report

### **Data Management, reporting and statistical capabilities**

- CONTRACTOR will provide monthly reports online indicating the status of all citations, such reports to be available for CITY access no later than the thirtieth (30th) day of the following month.
- CONTRACTOR to provide any requested accounting reports as required by Finance to reconcile and track revenue and expenses.
- CONTRACTOR to maintain provisions for proven database management software and servers.
- All data base information is to be maintained with strict confidentiality and CONTRACTOR is to provide description of securities at time of submittal.
- CONTRACTOR must be able to provide all statistical reports including but not limited to: registered owner contact information, citation number and delinquent status for at least five years from date of citation.
- CONTRACTOR shall be capable at minimum, of producing reports relating to: open citations, bank deposits, scofflaws and citations dispositions. The CONTRACTOR must be capable of delivering these reports to the designated city personnel on an agreed schedule.
- CONTRACTOR'S data system must be able to store, sort and or process the following items: citation number, date and time of issuance, badge number of issuing officer, comment field of up to 50 characters, vehicle license plate number, vehicle identification number, state code, registration expiration date, vehicle make/color, violation codes, location of violation, citation penalty and delinquent amounts, delinquent date, received payments/documents post-marked dates, notification dates, Department of Motor Vehicle hold date, date citation entered into system, disposition codes, registered owner information.

### **Payment Plans**

- CONTRACTOR must have and maintain a system to allow for indigency applications to be accepted and prior to a DMV hold; pursuant to AB503, AB3277, and any future legislation.
- CONTRACTOR will review and enter payment plans in accordance with specifications provided in advance by the City:
  - Provide the option for monthly payments with the minimum amount and maximum timeline to be established in advance by the City;
  - Provide the ability to modify the citation amount at the time a payment plan is established to either reduce late fees or add a payment plan fee;
  - Allow the option to add one or more 'Processing fees' to the citation balance and provide the ability to report and track these fees within the PCPMS;
  - Allow a grace period to the maximum date due if needed prior to reactivating the citation and adding a DMV hold.

### **Refunds**

Refunds will be processed by the City; the system should be able to provide automatic scheduled reporting that includes:

- Citation number or Permit Number;
- Name & address of person entitled to the refund;

- Refund amount;
  - Reason for the refund.

## **Transition Plan**

- CONTRACTOR will be required to import current citation data (from third party) into their citations management system. CONTRACTOR will ensure completion and accuracy prior to the go live date.
- CONTRACTOR will train city staff for access and inquire capabilities to citation database, to be conducted at city building.
- CONTRACTOR is required to facilitate installation of software and remote access to database by working in conjunction with the city IT department.
- Obtain approval from the city of standard forms prior to use, including notices of delinquent violation.
- CONTRACTOR will confirm all types of customer correspondence including but not limited to examples of letters to be sent to customer and methods of communication to designated city personnel.

## **Support**

- CONTRACTOR must provide available office staff support during normal city business hours: Monday - Friday 8:00 a.m. - 5:00p.m. (unless otherwise approved).
- Provide on-going support to the city to access and interface with the parking citation data base.
- CONTRACTOR shall provide user's manual which included step-by-step instructions for accessing computer database information and a list and description of any and all codes used in screens accessed by the issuing agency.
- CONTRACTOR must provide technical support and troubleshooting assistance for any and all hardware and software used by the city.

## **System and Software Requirements**

### **A. Database Backup & Off-site Security**

- CONTRACTOR will ensure all systems are backed up daily to ensure safety of data in the event of a power outage or natural disaster.
- CONTRACTOR will transfer and store off-site all backups of data for disaster recovery.

### **B. Hardware Requirements**

CONTRACTOR will provide the following:

- Provide handheld citation writing equipment and software necessary to produce the citations; synchronization should be performed wirelessly to the contractor server.
- Handheld ticket-writing units must be programmable and must be able to produce citations that meet the format requested by the City.
- The same handheld software should operate on the City's laptops, and unlimited software licenses shall be provided for additional laptops. Each City assignment requires its own



customization for the handheld units, i.e. routes, violations, comments, printing formats, etc.

- Equipment to support the upload/download processing and battery recharging, and any additional hardware required for operation of the handheld system. Batteries should last a full shift (approx. 10 hours).
- Technical Support and trouble-shooting must be addressed within 24 hours from being reported
- Maintenance and repair of all equipment. Repair or replace any that is not functioning properly with equipment that is preprogramed and fully operational within one business day of notification.
- Provide an outline of provisions for system failure in the bid proposal. • Handheld ticket writing units and printers must be installed and ready for operation within thirty (30) days of the contract award date. The established system conversion process should not hold up equipment and installation. Two spare working units should be provided and maintained.
- The City is not interested in purchasing or utilizing used or refurbished hardware and/or equipment.

### **Maintenance**

- Replace at Contractor's sole expense any failed equipment within on business day during the term of the contract. Replacement equipment must be of equal or better quality with the City's approval.
- All software must be upgraded for the term of the contract at no charge to the City as the software is enhanced. Custom software will not be included as part of this no charge upgrade.

### **Supplies for the handhelds, supplied by the vendor:**

- The paper must be water resistant and compatible for use in applicable printers. Payment address, website, and toll free number must be printed on back of ticket so as to be used in window envelope
- Envelopes-Contractor must be required to provide payment envelopes to be supplied to the violator with the citation, one envelope for each citation written.

### **Other**

- CONTRACTOR will attend city meetings as needed or when requested at company's own expense (at minimum via phone conference). This includes but is not limited to, transportation, lodging, meals and staff time.
- No portion of the contract shall be permitted to be subcontracted to another private or public agency without express written approval from the city.
- The CONTRACTOR shall comply with all requirements of the State of California Vehicle Code (CVC) in regard to processing records sent by the city.
- CONTRACTOR must be able to meet CITY'S and perform all services in accordance to the standards then prevailing in parking profession.
- The city is actively working towards a solution to provide pay by plate options and digital permits for our customers. The CONTRACTOR will continue to coordinate any necessary software changes required to meet the 3<sup>rd</sup> parties integration requirements as needed.

## **Adjudication and Contesting Processing of Administrative Adjudication Service**

- CONTRACTOR shall coordinate and perform Administrative Reviews by following prescribed timelines and processes for persons contesting parking citations in accordance with the laws of the State of California.
- CONTRACTOR will:
  - Scan all mailed in appeals
  - Schedule monthly hearings conducted in-person and/or by written declaration
  - Hearings are scheduled approximately three weeks in advance and held at the City of Huntington Beach
  - Print and mail (by first class mail) customized hearing notification letters on behalf of the City. Respond to inquiries from the City and the public regarding date and time of hearing, mailing date, location of hearing and directions to hearing location
  - Resend letters should a change occur or if rescheduling of a hearing is requested.
- The City will approve of any and all hearing officers that are assigned to Huntington Beach administrative reviews.
- The City will not conduct in person hearings for any level one administrative reviews.
- All citizen review requests should be forwarded to CONTRACTOR for uploading to the administrative database for review.
- The appellant will not be considered the registered owner without approval from City personnel.
- The system should provide and maintain a database of all administrative reviews and hearing requests and the data must have the ability to provide:
  - Ability to track Administrative Reviews, Administrative Hearings, date of request, status, and if pending or completed;
  - Ability to edit any field within the contested citation and track the user name, date and time of person who performed the edit;
  - Website: Provide online contesting to the public through a custom website, for administrative reviews and administrative hearings;
  - Provide the ability for the public to submit content for contesting and include attachments;
  - Payment: Provide ability to accept mandated payments for requested hearings both in person and online;
  - Provide time restrictions: Ensure time restrictions are accounted for within the Website to prevent contesting the citation past time restrictions and state requirements;
  - Provide the ability to override mandated payments when the person contesting can provide reason for the waiver of fees;
  - Provide ability to set up hearing schedule and produce a hearing calendar;
  - Provide a web portal that will allow the customer to check on the status or outcome of the contested citation;
  - Provide correspondence to public to notify date of hearing appearance; include

- date, time, location, and directions to hearing location;
- Provide ability to scan and store any resource documentation to support the case;
- Ability to enter a disposition to the contested citation and include a REASON code that will describe the reason for the disposition;
- The reason for the decision, (reason explanation) should have the ability to populate into the disposition letter;
- Correspondence: Provide a disposition letter, PDF copy attached to the citation, date of letter, for all contested outcomes;
- Ability to retain any correspondence, photos or documentation provided by the contestant;
- Ability of reviewing officer to view thumbnails of citation photos and rotate photos within the application;
- Hearing Officer: Provide the ability for the Hearing Officer to gain limited access to query the system and update the outcome of the hearings;
- Refunds: When a refund is appropriate, the Proposer shall provide reporting with appropriate documentation to the City for refunding;
- Dispositions: Provide description of how to ensure all reviews and hearings have been completed and that a result is received for each.

## **COLLECTION SERVICES**

**City Prefers the Contractor provide its own collection services; alternatively the City may consider an Interface with CITY to transfer accounts for collection to the City's outside Collection Agency**

### **•The CITY's Preference, provide Collection Services**

- Outstanding citations (DMV No Holds or DMV Transfer of Ownership Releases or Non California plates) are transferred into a collection database system on a weekly basis.
- Up to two collection letters will be mailed for each account requesting payment.
- Delinquent accounts are sent to qualified credit reporting agency on a weekly basis.
- Paid accounts are reported to weekly to qualified credit reporting agency.
- Payments are processed daily and deposited to the City's regular citation processing bank account.
- The CONTRACTOR Customer Service Center will handle all collection related calls through a special toll free number dedicated to collection placed accounts.
- Monthly reporting shows all accounts moved to the collection system and all payments received due to CONTRACTOR collection efforts.

## **Contract Requirements**

- The CONTRACTOR shall comply with all requirements of the State of California vehicle code (CVC) in regard to processing records sent by the city.
- No portion of the contract shall be permitted to be subcontracted to another private or public agency without the express written approval from the city. CONTRACTOR must disclose the nature of work being subcontracted and the name of the private or public agency.
- The term of the agreement will be for a three-year base period with up to two one-year optional renewals.

- Price changes after the base period must be negotiated.

### **Franchise Tax Board Offset**

- CONTRACTOR shall be able to assign past due citations to Franchise Tax Board.
  - o Citations issued to California license plates that have completed the regular citation processing steps and have either been rejected for DMV Hold or have been removed from DMV hold will be qualified for this service. The program intercepts Personal Income Tax only, no corporate or partnership funds
  - o CONTRACTOR shall collect outstanding parking violations by deducting the amounts owed to CITY from citizens California State Tax Refunds and/or California Lottery winnings
  - o The FTB will send CITY a weekly detail report showing the intercepts (collections) that occurred that week. The weekly detail report must be reported to CONTRACTOR immediately so CONTRACTOR can clear the database of outstanding accounts.

### **Interface with City for Collection Account Assignments**

- CONTRACTOR shall provide an interface to the CITY for purposes of transmitting a quarterly file for the City to transfer to their specified Collection Agency for further collection efforts. Records in the file will include various categories of outstanding citations including
  - o Out of State Delinquent Citations
  - o Citations that did not hold at DMV
  - o Citations removed from DMV Hold after 2 years
  - o Citations removed from DMV hold due to Transfer of Ownership

### **City's Duties and Responsibilities**

- Provide deposit slips and endorsement stamps
- Reconcile daily credit card deposits
- Answer questions referred by CONTRACTOR
- Provide direction on unique questions and concerns from violators
- Provide PC's and Internet access for connection to CONTRACTOR database
- Sign necessary DMV forms when required for DMV access
- Communicate bank adjustments and NSF checks

## **EXHIBIT A.1**

### **PERMITTING SERVICES SCOPE OF SERVICE (DEPARTMENT OF COMMUNITY & LIBRARY SERVICES)**

#### **Support of the City's Current Parking Permits**

We understand the city currently requires all individuals requiring an Annual Beach Parking Pass to visit Beach Headquarters. Our Solution will continue to support in person application and purchase. Our Solution will also provide residents and visitors with the ability to apply for and purchase their permit(s) on line or via US Mail.

Currently, the city requests a copy of an applicant's current vehicle registration listing their name as the registered owner as well as a valid driver's license. Additionally, the city requires another form of identification that is defined by the type of Annual Beach Parking Pass desired. For those individuals who wish to apply and purchase their permits in person, these requirements can still exist; however, we suggest we simplify the process for the city and the applicant in the following manner:

- For those applicants who wish to apply in person, our Solution will provide City Personnel with the ability to quickly create an online account, review the documentation provided and simply approve or deny the permit by clicking a button. City Personnel may also wish to upload supporting documentation prior to approving or denying a permit request. That feature will be accommodated as well. Finally, City Personnel may wish to use a CA OMV auto-verification feature that automatically sends a CA license plate to OMV to return the registered owner of the vehicle, thus eliminating the need to review documentation or upload documentation.
- For those applicants who wish to apply online and not visit Beach Headquarters, they will simply create an account on line and select the OMV auto-verification process or upload supporting documentation. In the event the applicant has selected the auto-verification process and the auto-verification process determines the applicant is the registered owner of the vehicle, the applicant will have the option to pay for their permit online or pay in person. Those individuals who elect to pay in person can do so and City Personnel will process the payment using our Solution.

Please keep in mind this solution will be custom designed with the City to meet the City's exact needs. As you can see from the below, customers will create an account from which they can manage their permit purchases, vehicles, and account details.

When an applicant elects to request a permit, they may be presented with the following application to enter their name, address, phone number, email address and vehicles. Additionally, they may have the option to opt into the City's regulations and restrictions. Once completed, applicants may be presented with the ability to perform a OMV auto-verification or upload supporting documentation relevant to the permit type requested.

We also noted the City's current Disabled Passes require the applicant to present valid OMV paperwork and placard with matching disabled name. Our on line Solution can perform a

handicap placard search directly through CA OMV and return the owner's full name and validity dates. This online process is performed real-time and will simplify and expedite the process for the City Personnel and the City's residents and visitors.

Of course, these are simply concepts for the city to consider. If the City prefers a different approach, we are happy to explore additional options and features for the city and the City's residents and visitors.

Upon successful registration of an account, completion of required proofs of residency, approval of a permit(s), and/or fulfillment of a permit(s), the customer will be emailed confirming each step along the process. Emails are generated automatically without City Personnel needing to do anything. In addition, more communications can be automated and scheduled per the City's requirements.

All permit data will be provided to the handheld enforcement solution as well as any potential LPR Solutions in the future. This data is provided via a real-time interface.

Our solution support physical and virtual permitting and our enforcement solution supports both physical and virtual permits.

Data Ticket proposes to be responsible for configuration of each permit type, including new permit types not yet identified. In addition, Data Ticket will be responsible for all business rules associated with identified permit types as well as not yet identified permit types.

City Personnel will have the ability to manage all permits via our web-based Solution that is fully integrated with our Citation Processing Solution. Upon successfully logging into our Solution, City Personnel will be presented with a Permit Home Page that will provide them with action items, including permits awaiting approval, permits awaiting assignment and permits awaiting fulfillment letters:

### **Transition and Processes**

City Personnel will have the option to have Data Ticket convert the City's existing permit data into our Solution or start with a blank slate. City Personnel will have the option to send current permit holders a renewal letter that provides limited information on the permits they currently have and allows them to use that information to create a new account in our Solution and see all their existing permits. Should the City prefer, all individuals can create a new account from scratch.

All existing permit information shall be converted into the Data Ticket Solution from Rec Trac, if feasible; however, the City will require all users create new accounts for permit sales for future permits. If, for any reason, permit data from RecTrac cannot be converted, Data Ticket will provide valid permit data to the handheld devices for permit previously issued via RecTrac and those issued via Data Ticket's Solution.

In either case, the city will utilize Data Ticket's Solution that provides citizens with the ability to auto-verify their plates at California OMV. This eliminates the need for individual to upload

supporting documentation if they know their vehicles are registered at the address for which they are purchasing a permit.

The city will initially use a hybrid system of both physical and virtual permits as it begins to transition to LPR enforcement as well as Pay by Plate in the City's parking lots. The City will utilize Data Ticket's handheld software to scan physical permits and run license plates to verify permit validity. The Data Ticket Solution supports both physical and virtual permits and each permit type can support physical and virtual permits.

### **Management Reports**

Data Ticket offers the most extensive reporting capabilities in the industry. Our Permit Reports are provided to our clients via a web-based real-time Solution that provides for the ability to generate Financial, Management and Operational Reports for any timeframe required. Reports for permits can be run for any period required and all reports are real-time. Finally, City Personnel will have the ability to create custom permit reports using our report generator feature and save and share those reports with coworkers.

Reports will include a daily report of financial transactions completed by City staff. This report will be used for staff to make deposits at the end of the day.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2021

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).

| <b>PRODUCER</b><br>PIA Select Insurance Solutions<br>1100 Industrial Rd., #3<br><br>San Carlos CA 94070           |        | <b>CONTACT NAME:</b> Lynette (Lynn) Eye<br><b>PHONE (A/C, No, Ext):</b> 805-975-3531<br><b>E-MAIL ADDRESS:</b> lynn.ey@piaselect.com<br><b>FAX (A/C, No):</b>  |  |         |        |                                   |        |                                      |       |   |       |   |       |   |       |            |  |
|---|--------|--|--|---------|--------|-----------------------------------|--------|--------------------------------------|-------|---|-------|---|-------|---|-------|------------|--|
| <b>INSURED</b><br>Data Ticket, Inc.<br>DBA: Revenue Experts<br>2603 Main Street, Ste. 300<br>Irvine CA 92614-4200 |        | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"><tr><th>INSURER</th><th>NAIC #</th></tr><tr><td>INSURER A: Amco Insurance Company</td><td>002014</td></tr><tr><td>INSURER B: Employers Insurance Group</td><td>10346</td></tr><tr><td>INSURER C: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER D: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER E: Travelers Casualty and Surety Company of America</td><td>31194</td></tr><tr><td>INSURER F:</td><td></td></tr></table> |  | INSURER | NAIC # | INSURER A: Amco Insurance Company | 002014 | INSURER B: Employers Insurance Group | 10346 | INSURER C: Continental Casualty Company | 20443 | INSURER D: Scottsdale Insurance Company | 41297 | INSURER E: Travelers Casualty and Surety Company of America | 31194 | INSURER F: |  |
| INSURER   | NAIC # |  |  |         |        |                                   |        |                                      |       |   |       |   |       |   |       |            |  |
| INSURER A: Amco Insurance Company   | 002014 |  |  |         |        |                                   |        |                                      |       |   |       |   |       |   |       |            |  |
| INSURER B: Employers Insurance Group  | 10346  |  |  |         |        |                                   |        |                                      |       |   |       |   |       |   |       |            |  |
| INSURER C: Continental Casualty Company   | 20443  |  |  |         |        |                                   |        |                                      |       |   |       |   |       |   |       |            |  |
| INSURER D: Scottsdale Insurance Company   | 41297  |  |  |         |        |                                   |        |                                      |       |   |       |   |       |   |       |            |  |
| INSURER E: Travelers Casualty and Surety Company of America   | 31194  |  |  |         |        |                                   |        |                                      |       |   |       |   |       |   |       |            |  |
| 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.

| INSR LTR   | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
|--|---|-----------|----------|--------------------|-------------------------|-------------------------|---|--|--------------|---|--------------|------------------------------|--------------|--------------------------------|--------------|-------------------|--------------|------------------------|--------------|--|----|
| A  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | ACP GLO 3079509589 | 11/01/2021              | 11/01/2022              | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | 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 - COMP/OP AGG | \$ 4,000,000 |  | \$ |
| 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 - COMP/OP AGG   | \$ 4,000,000  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
|  | \$  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
| A  | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY  | Y         |          | ACP GLO 3079509589 | 11/01/2021              | 11/01/2022              | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>  | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000 | BODILY INJURY (Per person)                | \$           | BODILY INJURY (Per accident) | \$           | PROPERTY DAMAGE (Per accident) | \$           |                   | \$           |                        |              |  |    |
| COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
| BODILY INJURY (Per person)   | \$  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
| BODILY INJURY (Per accident)   | \$  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
| PROPERTY DAMAGE (Per accident)   | \$  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
|  | \$  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
| A  | <input type="checkbox"/> UMBRELLA LIAB<br><input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |          | ACP CAA 3079509589 | 11/01/2021              | 11/01/2022              | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>   | EACH OCCURRENCE  | \$ 2,000,000 | AGGREGATE                                 | \$ 2,000,000 |                              | \$           |                                |              |                   |              |                        |              |  |    |
| EACH OCCURRENCE  | \$ 2,000,000  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
| AGGREGATE  | \$ 2,000,000  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
|  | \$  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
| B  | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | EIG4581764-02      | 11/01/2021              | 11/01/2022              | <table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>   | <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 |                   |              |                        |              |  |    |
| <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  |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |
| See attached Additional Remarks Schedule for additional policies               |   |           |          |                    |                         |                         |   |  |              |   |              |                              |              |                                |              |                   |              |                        |              |  |    |

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

It is agreed the Certificate Holder listed below is included as Additional Insured as required by written contract. Coverage is primary and non-contributory.

By:

MICHAEL E. GATES  
CITY ATTORNEY

CITY OF HUNTINGTON BEACH

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| City of Huntington Beach, it's officers, elected or appointed officials, employees, agents and volunteers<br>2000 Main St.<br>Huntington Beach CA 92648 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|---|---|

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

|   |           |  |  |
|---|-----------|--|--|
| AGENCY<br>PIA Select Insurance Solutions    |           | NAMED INSURED<br>Data Ticket, Inc.<br>DBA: Revenue Experts |  |
| POLICY NUMBER<br>Various policies-see below |           | EFFECTIVE DATE: 11/1/2021                                  |  |
| CARRIER<br>Various carriers-see below       | NAIC CODE |  |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Attachment to Certificate of insurance

Insurer C: Continental Casualty Company

Professional Liability/Errors & Omissions Policy #287188360 Policy period: 11/1/2021 to 11/1/2022 Limit: \$2,000,000 \$10,000 Retention per claim

Insurer D: Scottsdale Insurance Company

Cyber Liability Policy #EKS3401536 Policy period: 11/1/2021 to 11/1/2022 Limit: \$2,000,000 \$25,000 Retention per claim

Insurer E: Travelers Casualty and Surety Company of America

Crime Policy #105702099 Policy period: 11/1/2021 to 11/1/2022 Limit: \$1,000,000 \$25,000 Retention per claim

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

**CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR APPOINTED  
OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS  
2000 MAIN ST  
HUNTINGTON BEACH, CA 92648**

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**All terms and conditions apply unless modified by this endorsement.**

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

# **ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY POLICY  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MERCANTILE UMBRELLA LIABILITY POLICY

## **SCHEDULE**

| <b>Person(s) or Organization(s)</b>  | <b>Address</b>                                     |
|--|--|
| <b>CITY OF HUNTINGTON BEACH,ITS OFFICERS,<br/>ELECTED OR APPOINTED OFFICIALS,EMPLOYEES<br/>AGENTS AND VOLUNTEERS</b> | <b>2000 MAIN ST<br/>HUNTINGTON BEACH, CA 92648</b> |

**Number of Days Notice** \_\_\_\_\_

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

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

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**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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