

3-15-08  
CLERK OF COUNCIL  
DATE: 2-13-08

O: PD (2)  
Lori Brown (Gary Fratus)

**AMENDMENT TO AGREEMENT**

THIS AMENDMENT, made and entered into this 4<sup>th</sup> day of February, 2008, by and between REDFLEX TRAFFIC SYSTEMS, INC., a California Corporation (hereinafter referred to as "Contractor") and the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California ("City"), collectively referred to herein as "the Parties".

RECITALS


- A. The Parties entered into that certain agreement entitled "AGREEMENT BETWEEN THE CITY OF SANTA ANA AND REDFLEX TRAFFIC SYSTEMS, INC. A-2002-231, dated December 2, 2002, hereinafter referred to as "said Agreement", to perform installation and support of a Red Light Photo Enforcement program for the enforcement of red light traffic violations at designated intersections within the City of Santa Ana; and
- B. The Parties hereto now desire to amend the Term and exercise the City's right to extend the term of said Agreement for the first of two consecutive one year periods authorized in said Agreement following the expiration of the Initial Term on June 18, 2008, in order to provide continuous uninterrupted service under said Agreement; and
- C. The City desires to authorize the Chief of Police to exercise the second option to extend for an additional one-year period on the expiration of the first one-year extension.

WHEREFORE, in consideration of the mutual and respective covenants and promises hereinafter contained and made, and subject to all of the terms and conditions of said Agreement as hereby amended, the parties hereto do hereby agree as follows:


- 1. Section 1, of said Agreement, pertaining to the Term, is hereby amended to extend the term for an additional one-year period, through June 18, 2009.
- 2. The City Council hereby authorizes the Chief of Police to exercise the option to extend the term for a second one-year period upon the expiration of the first one-year extension of said Agreement.
- 3. Except as hereinabove modified, the terms and conditions of said Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to said Agreement the date and year first above written.

ATTEST:

  
PATRICIA E. HEALY  
Clerk of the Council

CITY OF SANTA ANA

  
DAVID N. REAM  
City Manager

(Signatures Continued)

**APPROVED AS TO FORM:**

JOSEPH W. FLETCHER  
City Attorney

By: *Paula Coleman*  
Paula J. Coleman  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Paul M. Walters*  
Paul M. Walters  
Chief of Police

**REFLEX TRAFFIC SYSTEMS, INC.**

*Karen Finley V.P. of Sales*  
for: Karen Finley  
President of Operations, North America  
Tax ID# 94-3292233

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KM  
REDFL-1

DATE (MM/DD/YYYY)  
03/15/07

**PRODUCER**  
Crist Elliott Machette Ins.  
License #OBI7224  
2201 Broadway, Suite 725  
Oakland CA 94612  
Phone: 510-832-8000 Fax: 510-832-5054

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 #
INSURER A: Continental Casualty Company	
INSURER B: Continental Insurance	
INSURER C: AMERICAN INTERNATIONAL GROUP	
INSURER D: Lloyds of London Insurance	
INSURER E: Travelers Casualty & Surety Co	

**INSURED**  
Redflex Traffic Systems, Inc.  
15020 N. 74th St.  
Scottsdale AZ 85260

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Empl Benefits Lia</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input checked="" type="checkbox"/> LOC	2092673062	03/15/07	03/15/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Ben. 1,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" 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 <input checked="" type="checkbox"/> <b>Comp-\$1000 ded</b> <input checked="" type="checkbox"/> <b>Coll- \$1000 ded</b>	2092673059	03/15/07	03/15/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	2092673045	03/15/07	03/15/08	EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000 \$ \$ \$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9689300 (CA) WC9689299 (ALL OTHER STS)	05/01/06 05/01/06	05/01/07 05/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
D		<b>Errors &amp; Omissions &amp; Cyberliability</b>	SP000320B	03/15/07	03/15/08	E&O 2,000,000 Deductibl 35,000

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

The City of Santa Ana, its officers, employees, agents, volunteers and representatives are additional insured as respects work performed on their behalf by the named insured, per attached endorsement

### CERTIFICATE HOLDER

City of Santa Ana  
Attn: Paula Coleman  
Fax 714-647-6515  
20 Civic Center Plaza  
Santa Ana CA 92702

SNTAANA

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Robert Manone*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KM  
REDFL-1

DATE (MM/DD/YYYY)  
04/26/07

**PRODUCER**  
Crist Elliott Machette Ins.  
License #OB17224  
2201 Broadway, Suite 725  
Fland CA 94612  
Phone: 510-832-8000 Fax: 510-832-5054

**INSURED**  
Redflex Traffic Systems, Inc.  
15020 N. 74th St.  
Scottsdale AZ 85260

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 #

INSURER A: Valley Forge Insurance Co  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:


**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X	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				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 RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2082598038 (CA) 2082598275 (ALL OTHER STS)	05/01/07 05/01/07	05/01/08 05/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
A					E.L. EACH ACCIDENT	\$ 1000000
					E.L. DISEASE - EA EMPLOYEE	\$ 1000000
					E.L. DISEASE - POLICY LIMIT	\$ 1000000
	OTHER					

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

EVIDENCE OF WORKERS COMPENSATION RENEWAL  
BLANKET WAIVER OF SUBROGATION APPLIES TO ALL CERTIFICATE HOLDERS

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
SNTAANA City of Santa Ana Attn: Paula Coleman Fax 714-647-6515 20 Civic Center Plaza Santa Ana CA 92702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

Certificate holder is also included as an insured on a primary basis as respects auto liability coverage per policy wording.

(Company A) 2092673062 3/15/07 to 03/15/08

Installation Floater: \$1,000,000 Limit Per Occurrence  
\$250,000 Limit Per Jobsite  
\$10,000 Deductible

Valuable Papers & Records including Cost of Research: Included in Blanket  
Business Personal Property limit of \$940,000. Deductible: \$5,000

(Company E) 104861759 12/22/06 to 12/22/07

Third Party Fidelity: \$300,000 limit per claim  
\$ 5,000 deductible/claim



**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.**

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

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED  
ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization: Designated Project:

City of Santa Ana, CA

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. **WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury"
- B. The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:



1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

e. An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
- (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OPID SA  
REDFL-1

DATE (MM/DD/YYYY)  
03/13/08

**PRODUCER**

California Insurance Center  
CA Lic. # 0423393  
3697 Mt. Diablo Blvd., #300  
Lafayette CA 94549

*A-2002-231*  
*A-2008-024*

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.

Phone: 925-299-1112 Fax: 925-299-0328

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A:	National Fire Ins of Hartford	
INSURER B:	Valley Forge Insurance Co.	20508
INSURER C:	Continental Insurance	
INSURER D:	Lloyds of London	
INSURER E:		

Redflex Traffic Systems, Inc.  
15020 N. 74th St.  
Scottsdale AZ 85260

**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.

NSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY	2088537791	03/15/08	03/15/09	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				Emp Ben.	1,000,000
C	AUTOMOBILE LIABILITY	2088537757	03/15/08	03/15/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
C	EXCESS/UMBRELLA LIABILITY	L2097617177	03/15/08	03/15/09	EACH OCCURRENCE	\$ 19,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 19,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2082598275 CA 2082598038 ALL OTHER STS	05/01/07 05/01/07	05/01/08 05/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1000000
D	Errors & Omissions	B0738SP000320C CLAIMS MADE	03/15/08	03/15/09	E&O/Cyber	2,000,000
	Cyberliability				Ded.	35,000

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

Per G-140331-A The City of Santa Ana, CA, its officers, employees, agents, volunteers and representatives are named as Additional Insured as respects to General Liability.

**CERTIFICATE HOLDER**

**CANCELLATION**

CITSANT

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

City of Santa Ana  
20 Civic Center Plaza  
Santa Ana CA 92702

AUTHORIZED REPRESENTATIVE

*Contract*



## IMPORTANT

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

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

## DISCLAIMER

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

**NOTEPAD:**

INSURED'S NAME Redflex Traffic Systems, Inc.

REDFL-1

PAGE 3

OP ID SA

DATE 03/13/08

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the General Liability coverage part to the first Named Insured, the General Liability insurance applies:

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

Valuable Papers: Policy Number 2088537791 Effective 3/15/08 to 3/15/09  
Limit: \$250,000  
Deductible: \$5,000

Installation: Policy Number 2088537791 Effective 3/15/08 to 3/15/09  
Limit: \$1,000,000 per occurrence  
Deductible: \$25,000

Third Party Fidelity: Travelers Insurance: Policy Number 104861759  
Effective 12/22/07 to 12/22/08 Limit: \$500,000 per claim

\* Except 10 Days in the event of cancellation for non-payment of premium.

*CS*



**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.**

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

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization: Designated Project: Per contract  
City of Santa Ana, CA, its officers, employees, agents, volunteers and representatives  
20 Civic Center Plaza  
Santa Ana, CA 92702

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
  - 1. Currently in effect or becoming effective during the term of this policy; and
  - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:
  - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:



1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

e. An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
- (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

A20087024 / A-2002-231

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SA  
REDFL-1

DATE (MM/DD/YYYY)  
03/02/09

**PRODUCER**  
CIC/AJG & Co Ins. Bkrs. of CA  
CA Lic. # 0726293  
3697 Mt. Diablo Blvd., #300  
Lafayette CA 94549  
Phone: 925-299-1112 Fax: 925-299-0329

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

**INSURED**  
  
**CITY OF SANTA ANA**  
Redflex Traffic Systems, Inc  
23751 N. 23rd Avenue Ste 150  
Phoenix AZ 85085-1854

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Ins of Hartford	
INSURER B:	Continental Insurance Co.	35289
INSURER C:	Transportation Insurance Co.	20494
INSURER D:	The Standard Fire Ins. Co.	
INSURER E:	Endurance American Specialty	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	2088537791	03/15/09	03/15/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> Per location agg				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$ 2,000,000	
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PRODUCTS - COMP/OP AGG	\$ 2,000,000	
					Emp Ben.	1,000,000	
C	X	<b>AUTOMOBILE LIABILITY</b>	2088537757	03/15/09	03/15/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS			AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> NON-OWNED AUTOS			OTHER THAN AUTO ONLY: EA ACC	\$	
					AGG	\$	
					EACH OCCURRENCE	\$ 19,000,000	
					AGGREGATE	\$ 19,000,000	
						\$	
						\$	
						\$	
B	X	<b>EXCESS/UMBRELLA LIABILITY</b>	2097617177	03/15/09	03/15/10	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	
		<input type="checkbox"/> DEDUCTIBLE					
		<input checked="" type="checkbox"/> RETENTION \$10,000					
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	PCUB2692N16309	03/15/09	03/15/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E		<b>Errors &amp; Omissions</b>	PPL10001275600	03/15/09	03/15/10	E&O	2,000,000
		<b>Cyberliability</b>				Retention	35,000

APPROVED AS TO FORM  
*Phedy 1/5*  
Laura Stitt Sneydy  
Assistant City Attorney

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Per G-140331-A the City of Santa Ana, CA, its officers, employees and volunteers are named as Additional Insured as respects to General Liability. Coverage is primary & non-contributory.

**CERTIFICATE HOLDER**  
  
CITSANA  
  
City of Santa Ana  
Paula Coleman  
20 Civic Center Plaza  
Santa Ana CA 92702

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

## **IMPORTANT**

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

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

## **DISCLAIMER**

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

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the General Liability coverage part to the first Named Insured, the General Liability insurance applies:

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

Valuable Papers: Policy Number 2088537791 Effective 3/15/09 to 3/15/10  
Limit: \$250,000  
Deductible: \$5,000

Installation: Policy Number 2088537791 Effective 3/15/09 to 3/15/10  
Limit: \$1,000,000 per occurrence  
Deductible: \$10,000

Third Party Fidelity: Travelers Insurance: Policy Number 104861759  
Effective 03/15/09 to 03/15/10 Limit: \$500,000 per claim

Stop Gap coverage for WA & OH incl on general liability policy 2088537791

\* Except 10 Days in the event of cancellation for non-payment of premium.



**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.**

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

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization: Designated Project: Per contract

Per written contract.

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be:

- 1. Currently in effect, or becoming effective during the term of this policy; and
- 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".

B. The insurance provided to the additional insured is limited as follows:

- 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
- 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and

not in addition to, the Limits of Insurance shown in the Declarations.

3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:





1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

e. An additional insured under this endorsement will as soon as practicable:

(1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

(2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

(3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.