

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Claudia C. Alvarez  
COUNCIL MEMBERS  
E. David Gonzalez  
Carlos Bustamante  
Michele Martinez  
Vincent E. Santiago  
Sal Tinajero



**CITY OF SANTA ANA**  
**POLICE DEPARTMENT**  
60 CIVIC CENTER PLAZA • P.O. BOX 1981  
SANTA ANA, CALIFORNIA 92702

**OFFICE OF THE CHIEF OF POLICE**

April 8, 2009

APR 16 2009

REDFLEX TRAFFIC SYSTEMS, INC.  
23751 N. 23rd Street, Suite 150  
Phoenix, AZ 85085  
Attention: Ms. Karen Finley  
Fax: 623-207-2050

Dear Ms. Finley:

This letter is sent to exercise the City's right to extend the second of the two consecutive one year periods authorized in the "AGREEMENT BETWEEN THE CITY OF SANTA ANA AND REDFLEX TRAFFIC SYSTEMS, INC. A-2002-231, dated December 2, 2002. Therefore, 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, 2010. All other terms remain the same.

Sincerely,

PAUL M. WALTERS  
Chief of Police

APPROVED AS TO FORM

  
Laura Stitt Shedy  
Assistant City Attorney

# ACORD, CERTIFICATE OF LIABILITY INSURANCE

OP ID SA  
REDFL-1

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

A20087024 / A-2002-231

PRODUCER  
CIC/AJG & Co Ins. Bkrs. of CA  
CA Lic. # 0726293  
3697 Mt. Diablo Blvd., #300  
Lafayette CA 94549  
Phone: 925-299-1112 Fax: 925-299-0328

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:	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	

INSURED  
  
Redflex Traffic Systems, Inc.  
23751 N. 23rd Avenue Ste 150  
Phoenix AZ 85085-1854

**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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per location agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2088537791	03/15/09	03/15/10	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
					Emp Ben.	1,000,000
C	<input checked="" type="checkbox"/> 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	2088537757	03/15/09	03/15/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
					AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
B	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	2097617177	03/15/09	03/15/10	EACH OCCURRENCE	\$ 19,000,000
					AGGREGATE	\$ 19,000,000
						\$
						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PCUB2692N16309	03/15/09	03/15/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	OTHER Errors & Omissions Cyberliability	PPL10001275600	03/15/09	03/15/10	E&O	2,000,000
					Retention	35,000

APPROVED AS TO FORM  
*Shoody 1/5*  
Laura Stitt Shoody  
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.

CITY OF SANTA ANA  
 CLERK OF COUNTY  
 2009 MAR 11 AM 7:50

**CERTIFICATE HOLDER**

**CANCELLATION**

CITSANA  
  
City of Santa Ana  
Paula Coleman  
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 \_\_\_\_\_ 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.

**NOTEPAD:**

INSURED'S NAME Redflex Traffic Systems, Inc.

REDFL-1

PAGE 3

OP ID SA

DATE 03/02/09

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.