

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of March 25, 2025, by and between the CITY OF IRVINE, a municipal corporation ("City"), and PHOENIX GROUP INFORMATION SYSTEMS, a California corporation ("Contractor").

PART I

FUNDAMENTAL TERMS

- A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.
- B. Description of Services/Goods to be Provided:** Administrative Citation Processing and Additional Services in accordance with PART IV, Scope of Services, and ATTACHMENT I, included herein.
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on March 31, 2025 ("Commencement Date") and shall continue through December 31, 2025. The City reserves the right to extend this Agreement for up to ten (10) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.
- D. Party Representatives:**
- D.1. The City designates the following person/officer to act on City's behalf:
Brittany Rucker, email: brucker@cityofirvine.org
 - D.2. The Contractor designates the following person to act on Contractor's behalf:
Claire Murphy, email: claire@phxgis.com

Contractor Information

Address for Notices and Payments:

2677 Main St, Suite 440
Santa Ana, CA 92705

Attn: Claire Murphy
Telephone: 714-356-2547
Email: claire@phxgis.com

- E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth above.
- F. Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:

F.1. Part I: Fundamental Terms

F.2. Part II: General Provisions

F.3. Part III: Special Provisions

F.4. Part IV: Scope of Services


F.5. Part V: Budget

- G. Integration:** This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

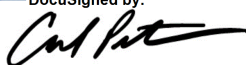
{Signatures follow on next page}

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

DocuSigned by:
By: 
Danie Bulosan
Its: Director of Administrative Services

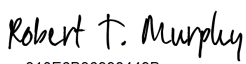
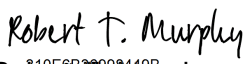
Attest:

DocuSigned by:
By: 
Carl Petersen
Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:
By: 
Jeffrey Melching

PHOENIX GROUP INFORMATION SYSTEM

Signed by:
By: 
Robert T. Murphy
Its: Chief Executive Officer
Signed by:
By: 
Robert T. Murphy
Its: Chief Financial Officer

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

- A.** Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.
- B.** Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.
- C.** This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

- C. Workers' Compensation Insurance** in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

In the performance of the work under this Agreement, if Contractor does not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor agrees to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of Contractor's failure to provide such worker's compensation insurance. Contractor agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of the change in status.

- D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

- E. Evidence of Insurance:** Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided. The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder: City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

- F. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements **shall not**:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

- G. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions** must be approved in writing by the City.

- H. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

- I. Insurance of Subcontractors.** Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

These Indemnification provisions are independent of, and shall not in any way be limited by, the Insurance Requirements of this Agreement. City approval of the insurance contracts

required by this Agreement does not in any way relieve the Contractor from liability under this section.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Nondiscrimination in City Contracts. Any business that enters into a contract for goods or services with the City of Irvine or any of its boards, agencies, or departments shall:

- (a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (c) Incorporate the foregoing provisions in all subcontracts hereunder.

3.5 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and

one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.7 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.8 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.9 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.10 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by

City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.11 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.10 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.12 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.13 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.14 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.15 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.16 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services

for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

3.17 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.18 Conflicts of Interest.

- A.** No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ, contract for, or receive consulting services from any such person, whether for compensation or not, while this Agreement is in effect.
- B.** Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.
- C.** Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Contractor" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.19 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions

in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.20 Compliance with California Unemployment Insurance Code Section 1088.8.

If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.21 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

3.22 Levine Act. California Government Code section 84308, commonly referred to as the Levine Act, precludes an Irvine City Councilmember from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Councilmember, or received by the officer on behalf of any other Councilmember, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires a Councilmember that has received such a contribution to disclose the contribution on the record of the proceeding. Review California Government Code section 84308 for more information.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows:

Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

1. **Insurance Requirements.** PART II GENERAL PROVISIONS, Section 2.1.1, is modified to include:

Cyber Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

Crime Insurance (includes Employee Dishonest and Computer Fraud Insurance) with limits of not less than \$1,000,000 per occurrence.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

PART IV

SCOPE OF SERVICES

Services shall be performed as set forth in accordance with ATTACHMENT I.

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT I.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Long Beach-Anaheim, CA; All Urban Consumers; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

ATTACHMENT I SCOPE OF SERVICES

Phoenix Group Information Systems, a California Corporation
2677 N. Main Street, Suite 440
Santa Ana, CA 92705
(Hereinafter referred to as "PHX")

Agrees to provide to:
City of Irvine
1 Civic Center Plaza,
Irvine, CA 92606
(Hereinafter referred to as "CITY")

Processing services in accordance with the following terms and conditions:

- 1.0.1 PHX shall receive from the CITY and process **Parking Citations** issued to California and out-of-state vehicles issued by the CITY. PHX will provide the CITY with a citation processing management system and access to the database using the Internet, *Wincite.net*, and *Paymycite.com* for payment services. This service will include all street sweeping citations.
- 1.0.2 PHX shall receive from the CITY and process **Administrative Citations** issued by the CITY. PHX will provide the CITY with a citation processing management system and access to the database using the Internet, *Wincite.net*, and *Paymycite.com* for payment services.
- 1.0.3 PHX shall receive from the CITY and process **Community Improvement Citations** issued by the CITY. PHX will provide the CITY with a citation processing management system and access to the database using the Internet, *Wincite.net*, and *Paymycite.com* for payment services.
- 1.0.4 **False Alarm Management Solution:** will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (AIR) manager for the City Alarm Program Administration and Collection Service.
- 1.0.5 **Online Parking Permit Management Solution:** will design, implement and maintain a system to serve as online parking permit management system for all preferential parking permitted areas within the City of Irvine to include existing Districts as well as additional areas as needed.
- 1.0.6 Additional services may be incorporated into this contract. A quote will be provided for approval, depending on the scope of work.
- 1.1 **Citation Referral and Reconciliation:** The CITY will notify PHX daily or weekly via electronic communication of all citation payments received and processed by the CITY. Monthly reporting prepared by PHX will provide the detail of the information received by issue date.

- 1.2 **Payment Dispositions:** The CITY will forward any payment information as well as cancellations, dismissals, voids, corrections, and/or other relevant information pertaining to the citation status. PHX will update the CITY on a monthly basis regarding status of payment updates. The CITY may also update this information directly to the database remotely.
- 1.3 **Registered Owner Information:** PHX will be responsible for maintaining online communications with the California Department of Motor Vehicles, if applicable. This communication is required as part of this agreement to request registered owner information. Further, PHX will be responsible for communicating and purchasing registration information with out-of-state motor vehicle offices for citations issued to out-of-state vehicles. If PHX is unable to obtain the information necessary, the citation may be returned to CITY for research and follow up.
- 1.4 **Delinquent Notices:** PHX will generate and mail the notices for citations that have been referred to PHX by CITY. PHX will generate and mail the notices for citations that have been referred to PHX by CITY following the guidelines set forth in CVC 40207 when applicable. The mailed notice will include at a minimum:
 - a.) Citation number,
 - b.) Date and time of issuance,
 - c.) Violation and description,
 - d.) The amount of fine/fee due,
 - e.) How to pay the citation, and
 - f.) Return Envelope and address for payment.
- 1.5 **Notice of Delinquent Violation:** Notices are sent to the owner that the DMV has on record at the time the citation is written for parking citations.
 - 1.5.1 The notice will include all the information included on the citation (i.e., citation number, violation number, and violation description) and consequences for nonpayment, and/or any additional information required by the code section. The notice of violation is a letter format with a remittance return portion for payment. If required by the CITY's ordinance, additional letters may be generated.
 - 1.5.2 The notice of violation will be generated by PHX and include:
 - a.) Amount due for the violation issued,
 - b.) Applicable late fees,
 - c.) How to contest the citation,
 - d.) Toll free number for customer service, and
 - e.) Custom website address for online payments.

- 2.0 **Payment Processing:** Payment processing services are provided by PHX and by the CITY. All payments collected on behalf of the CITY will be deposited by PHX into an account controlled by the CITY. PHX has the ability to distinguish moneys deposited by the CITY from moneys deposited by PHX. The CITY shall open a bank account. Withdrawals from such account shall be controlled by the CITY, and any such withdrawals be made only by signatories designated by the CITY.
 - 2.0.1 All bank charges incurred in connection with the services rendered under this agreement shall be paid by the program before the foregoing split of fees.
 - 2.0.2 Payments received by PHX by mail will be sorted, recorded, and deposited daily, not to exceed 48 hours, excluding weekends and holidays, with the banking institution agreed upon between the CITY and PHX.
 - 2.0.3 PHX shall have an internal on-line payment processing capability to enter payment data against the citation record at the time of payment to ensure payment is due and correct.
 - 2.0.4 Duplicate payments should not be processed by PHX. These payments should be returned to the violator by PHX when possible.
 - 2.0.5 PHX must be able to process a payment in advance of the citation data entry. In these cases, the data from the citation should be updated when it is available for verification at the time of payment entry.
- 2.1 **Bank Returned Checks:** Fees established by the CITY for bank returned checks and additional follow-up will be included to the citation/account as directed by CITY.
- 2.2 **Credit Card Payments:** Credit card payments will be accepted by phone or Internet. The public/violator will have the option to connect to a secured website. The access to the information will be available based on a license plate or a citation number. The system will access data in real-time, and the information provided will include the total amount due, including a convenience fee, before final authorization is completed. Payments can be made with Discover, MasterCard, VIA, or American Express. The confirmation will include the total paid and the name of the payee.
 - 2.2.1 The violator will be charged a convenience fee that is retained PHX for processing and merchant fees with no additional costs passed on to the CITY. If the CITY chooses not the charge a convenience fee, PHX will provide costs for approval to the CITY.
 - 2.2.2 Payment disbursement to the CITY is made monthly for the previous month's credit card transactions. Disbursement is made in the form of a check and deposited to the bank account established by the CITY as stated in Section 2.4 of this agreement for the total amount of credit card collections.
- 2.3 **Card Chargebacks:** The process includes the following:
 - a.) Chargeback notification received by PHX;
 - b.) PHX locates the citation(s) that were paid on the transaction being disputed;

- c.) A letter of dispute describing the charge is sent to the credit card company;
- d.) If the dispute is found in favor of the credit card holder, then the chargeback is accepted, and a notice of unpaid fees are sent to the registered owner;
- e.) PHX reverses the payment of the citation(s) and reopens the citation(s) immediately;
- f.) PHX enters notes regarding the credit card payment information including, but not limited to:
 - i. Original Transaction ID(s),
 - ii. Chargeback ID, and
 - iii. Any pertinent correspondence regarding the charge back;
- g.) Chargeback paperwork is then filed by PHX for later retrieval if necessary; and
- h.) Chargebacks are reflected in the monthly reporting.

2.4 Bank Account and Depositing Procedures: Payments processed by PHX will be deposited into an account established by the CITY.

- 2.4.1 Except as otherwise stated in this section, by signatures of this contract, PHX is authorized to make deposits to the bank account established by the CITY.
- 2.4.2 The deposits are prepared by PHX along with all payments (check or money order only) and delivered to the bank for deposit. PHX will also maintain copies of the deposits and allow access by the CITY to this data through a secured site via the Internet.

2.5 Bank Returned Checks: Fees established by the CITY for bank returned checks and additional follow-up will be included to the citation/account as directed by CITY.

- 2.5.1 **Reconciliation:** Citation data and payments must reconcile to the money deposited to the bank on a monthly basis.
- 2.5.2 Records of deposits, management reports, billing reports, surcharge reports, and statistical summaries and details of activity for the period, will be provided to the CITY. Verifications of deposit shall be available to the CITY on a daily basis through a written deposit report, copy of deposit, and/or email notification. PHX shall also prepare a monthly deposit report of all transactions entered into the system and sent to the bank, the report should include the date of deposit, batch number, total amount of deposit, and number of items per batch. The combination of the deposit slip and the Deposit Report will offer a complete audit trail of the payments received and deposited by PHX.

2.6 Revenue Reporting: PHX will forward revenue reports to balance the deposits for the month. The reports will list all citations paid by citation number and all deposits made by day.

- 2.7 **Changes to Payment Processing Procedures:** The CITY retains the right to change the banking procedure. Changes to the procedures will be negotiated with PHX to the extent that the banking procedures remain within the scope of services provided by PHX. Changes to the process will be finalized in writing between the CITY and PHX.
- 3.0 **Custom Website for Public Information:** PHX will create a website and link for public inquiry and payment. The website will simulate the CITY's website to provide consistency when the public is transitioning from the CITY's website to PHX's website.
 - 3.0.1 The credit card option will be set-up and maintained by PHX at no additional costs charged to CITY. The services include:
 - a.) Setting up a custom header and footer page based on graphics approved by CITY;
 - b.) All merchant fees;
 - c.) Internet security and website fees; and
 - d.) Provide for the ability to make payments, contest the citation, and provide any governing rules that are applicable.
- 4.0 **Remote Data Entry:** Remote data entry capability will be provided through the Internet, using Internet Explorer and *Wincite.net*. Each operator would be set up with a unique password and Security Level. Individual function levels will include view only, edit, add, and dismiss/void capabilities.
- 4.1 **User accounts:** Accounts may be established by the CITY and/or PHX. Access is limited to employees of the CITY only, and PHX shall provide training for authorized CITY employees for access to PHX's online system. This limitation specifically excludes contractors and/or consultants. Exceptions to the limitation must be approved in writing by PHX.
- 4.2 **Hardware/Software (Equipment) Requirements:** The CITY will be required to provide a standard personal computer that will run Microsoft Internet Explorer 7.0 or greater, and Windows XP Pro or greater. PHX will provide *Wincite.net* to the CITY for citation data and reporting access. Any license requirements to operate Microsoft products will be the responsibility of the CITY.
- 5.0 **Online Inquiry:** System inquiry will be provided to the CITY (inquiry for citations):
 - a.) Access to the citation data is available by citation number, vehicle license number, name, or VIN number;
 - b.) All citation information;
 - c.) Current status of the citation;
 - d.) Delinquent notice information, due date, mailing date;
 - e.) Administrative review, hearing court appeals, and disposition information;

- f.) Payment information, including all dates, amounts, and payment codes; and
 - g.) Registered owner information, and Electronic facsimile of the original citation.
- 6.0 **Reporting:** PHX will supply the CITY with electronic monthly reporting. The reports will be supplied to the CITY in a Portable Document Format (.pdf) available for access using Adobe Reader with the option to export to Microsoft Excel. The reports will include, but not be limited to, at least the following:
 - a.) Monthly Billing Report,
 - b.) Officer Summary Report,
 - c.) Officer Summary Y-T-D Monthly Recap,
 - d.) Void/Dismiss Report by Operator,
 - e.) Habitual Offender Hot Sheet Report and Detail,
 - f.) DMV Monthly Reports,
 - g.) Out of State Revenue Detail Report,
 - h.) Revenue Collection Detail Report,
 - i.) Daily Deposit Report,
 - j.) Revenue Distribution Surcharge Report,
 - k.) Contested Citations Pending And Outcome,
 - l.) Refunds 'Due' Report, and
 - m.) FTB or Special Collections Report, if applicable.
- 6.0.1 The monthly production report schedule may change as needed. Reporting information may also be provided to the CITY in Microsoft Excel or other method mutually agreeable to both parties. Additional reports are provided daily for specific requirements needed by the CITY, such as Daily Deposit Reports.
- 7.0 **Surcharges:** It is the responsibility of the CITY to identify and outline to PHX all surcharges (fees) applicable for the CITY. PHX will provide a monthly Surcharge Disbursement Report that includes the surcharges identified by the CITY as part of the monthly reports as identified in Section 6.0. The CITY will disburse surcharge funds on behalf of the CITY directly to the County.
- 8.0 **Ownership of Software:** The CITY acknowledges that the software and software programs used by the CITY have been developed by PHX and PHX is the sole property owner. CITY obtains no right or interest in the software by virtue of this agreement.

9.0 **Fees:** Processing Services include, entering the citation, Notice of Violation (letter), and full payment processing/updating. The following is a list of services and some detailed information on each.

9.0.1 In consideration of the services provided, the CITY agrees to pay the following fees:

PARKING CITATION PROCESSING AND COLLECTIONS

Item	Description	Cost
Monthly Fee	Cloud-based database access for parking citations, custom website, live on-site bilingual customer service, reports, contests, adjudication services, DMV registered owner lookup, DMV holds and releases, payment plans, and unlimited CITY user access.	\$995.00
Citation Processing	Cost per electronic citation processed.	\$0.30
Out-of-State Citations	Out-of-state processing includes any costs charged by the state for the registered owner. The percentage is only for citations that are collected.	\$0.25
Notice of Violation/ Delinquent Notice	A notice of violation (delinquent notice) is sent after an individual receives the initial citation as a courtesy reminder. If applicable, a second notice is sent if the payment is not made by the initial due date.	\$1.13
Payment Processing & Updates	Cost per payment processed included.	Included
Postage	Current First-Class Mail rates will be charged for all correspondence mailed. The CITY will be notified of any postal increase.	First-Class Mail Rates
Credit Card Payments	A credit card processing fee of \$5.95 or 4.25%, whichever is greater, will be charged to the individual at no cost to the CITY.	Included
Credit Card Chargebacks	If a chargeback occurs, the citation is reopened and the administrative fee is added; pass-through cost for the CITY.	\$55.00
Special Custom Letter	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, habitual violations (scofflaw), and pre-intercept letters.	\$1.58
NSF Bank Returned Checks	Bank account must be accessed and controlled by PHX.	\$35.00
Refunds	Bank account must be accessed and controlled by PHX. The CITY will approve in writing each refund in advance of disbursement.	\$35.00
Bank Management	Supplies, including monthly revenue reconciliation of funds and disbursement.	\$75.00
Expedited Collections	Contingency.	20%
FTB Collections	Activated based on the age of collections. Percentage is based on the bail amount collected.	15% + \$2.95 per SSN Lookup
Hearing Officer Services	Independent third-party hearing officer services.	\$120 per hour, 3-hour minimum

ADMINISTRATIVE CITATION PROCESSING AND COLLECTIONS

Item	Description	Cost
One-Time Setup	Database creation, system setup of tables, project management, client approval, and website customization – Fee waived for the CITY as a courtesy).	Included
Monthly Fee	Cost per month.	\$495.00
Unlimited Online Web Access for public	Real-time citation data, ability to pay single or multipole citations. Email receipts automatically generated and sent to the customer.	Included
Unlimited Online Web Access for CITY staff	Unique usernames and encrypted passwords. Audit trail detailing all activity in the system, view real-time data, adjust violation amounts, dismiss or void citations.	Included
Custom Website for Payments and Contesting	www.paymycite.com accepts secure online payments via VISA, MasterCard, Discover, and American Express. PCI Compliant, TLS1.2 encryption, McAfee Secure, Trustwave.	Included
Customized IVR and Toll-Free Phone Number	PHX IVR system provides real-time information to the caller regarding status, including amount due. All major credit cards accepted. Email receipts generated.	Included
Live On-Site Bilingual Customer Service	Calls can be recorded for quality assurance.	Included
Reports	Online reports to generate, print, and reprint 24/7. Reports can be exported in both PDF and Excel. Custom reports available upon request.	Included
Payment Plan Setups	Letter generated to customer specifying plan arrangements.	Included
Online Contesting	Paperless appeals.	Included
Adjudication Services	Adjudication holds and scanning, disposition entry, scheduling hearings, providing backup to Hearing Officers, including hearing packets.	Included
Payment Processing	Included manually received payments (checks, cash, money orders) at the P.O. Box in Santa Ana, daily deposits to the CITY account, and deposit slip sent via email.	Included
Citation Processing	Cost per citation processed.	\$8.00
Notice of Violation	Daily printing and sending of 8.5" X 11" semi-custom notices with windowed envelopes and insert envelopes for return payment.	Included
Credit Card Payments	The credit card convenience fee is charged to the public, \$5.95 or 4.25% per transaction.	Included
Postage	All correspondence mailed.	First Class Rates
Other Correspondence	Including disposition letters, hearing schedule letters, and FTB pre-intercept notices.	Included
Refunds (if applicable)	Weekly generation of refund checks, monthly reconciliation.	\$25.00 per refund
Credit Card Chargebacks	If applicable, pass-through cost to the CITY, citation is reopened, and administrative fee is added at no additional cost to the CITY.	\$55.00 per chargeback
Bank Returned Checks	Cost per returned check.	\$15.00
Monthly Banking Service Fee		Included

Programming and Integrations	Based on a per-project basis and scope. / Optional Service	\$175.00 per hour
FTB Collections	Placement at FTB, dispute resolution, acquisition of SSN# (used for FTB processing).	15% + \$2.95 per SSN Lookup
Hearing Officer Services	Independent third-party hearing officer services.	\$120 per hour, 3-hour minimum

MOBILE ENFORCEMENT

Item	Description	Cost
Android Handheld Unit	Wi-Fi only with military-grade protective case.	TBD
WINCITE Mobile Pro Software License	Unlimited site license. Annual charge per unit.	\$995.00
Software Installation and Configuration	One-time charge per unit.	\$100.00
TSC Alpha 3R	Bluetooth printer with 2-year warranty and protective case.	\$880.00 per device
Hardware and Software Support	Ongoing monthly charge per unit includes LPR real-time accessibility.	\$60.00

FALSE ALARM MANAGEMENT SYSTEM

Item	Description	Cost
One-Time Setup	Includes customized website for the CITY with online credit card processing for citizens and business owners, integration of the CITY's business rules in compliance with CITY ordinance, and integration of any existing accounts. <ol style="list-style-type: none"> 1. Alarm permit and renewal fees 2. False alarms violation fees 3. Reinstatement fees 4. Late fee for false alarms 5. Delinquent collections 6. Customer service 	25% of amount collected
Monthly Database Fee	Includes licensing, remote access, support, reporting, and revenue management.	\$395.00
Notices	Invoices, Notices, Special Letters, and Renewal Letters	Included
Postage	First-Class Mail postage for all correspondence.	Included
Credit Card Payments	The credit card convenience fee is charged to the public, \$5.95 or 4.25% per transaction.	Included
Credit Card Chargebacks	If applicable, pass-through cost to the CITY, fee is added to the individual or commercial entity that initiates the chargeback.	\$55.00 per chargeback

PARKING PERMITS

Item	Description	Cost
One-Time Startup	Startup costs for additional districts and additional areas within the CITY. Includes development and customization, database creation, system setup of tables, project management, client approval, website customization, and training.	Quote to be sent based on Scope
Monthly Fee	Monthly fee per district includes cloud-based database and storage, custom website for online payment processing to include the CITY's business rules, unlimited public web access to OPPMS, unlimited CITY access to WINCITE OPPMS, customer service for all individuals wanting to make payments with a live operator during business hours (Mon-Fri, 8am-5pm), permit lookup, toll-free numbers for both technical support and client/customer service support, help-desk for all concerns, live chat in real-time accessible to the CITY through WINCITE, reports, revenue management, bank management, and monthly reconciliation.	\$695.00
Parking Permits	Cost per permit purchased.	\$3.00
Temporary Permits	Cost per temporary permit purchased, if applicable.	\$0.75
Credit Card Processing	The credit card convenience fee is charged to the public, \$5.95 per transaction.	Included
Letters	Cost for all correspondence.	\$1.75
Postage	Current First-Class Mail rates will be charged for all correspondence mailed. The CITY will be notified of any postal increase.	First-Class Mail Rates
Credit Card Chargebacks	If a chargeback occurs, the citation is reopened and the administrative fee is added; pass-through cost for the CITY.	\$55.00



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: BA20240988119

Date Filed: 5/21/2024

Entity Details

Corporation Name PHOENIX GROUP INFORMATION SYSTEMS
 Entity No. 1622213
 Formed In CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address 2677 N MAIN ST
 STE 440
 SANTA ANA, CA 92705

Mailing Address of Corporation

Mailing Address 2677 N MAIN ST
 STE 440
 SANTA ANA, CA 92705

Attention

Street Address of California Office of Corporation

Street Address of California Office 2677 N MAIN ST
 STE 440
 SANTA ANA, CA 92705

Officers

Officer Name	Officer Address	Position(s)
ROBERT T MURPHY	161 MIRAMONTE DR FULLERTON, CA 92835	Chief Executive Officer, Chief Financial Officer, Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
Robert Murphy	161 MIRAMONTE DR FULLERTON, CA 92835

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name ROBERT T MURPHY
 Agent Address 2677 N MAIN ST STE 440
 SANTA ANA, CA 92705

Type of Business

Type of Business COMPUTER SERVICES PROVIDER

Email Notifications

Opt-in Email Notifications Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

<i>Robert Murphy</i>	<i>05/21/2024</i>
Signature	Date