

AGREEMENT NUMBER C0700149
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Franchise Tax Board

CONTRACTOR'S NAME

City of Albany

2. The term of this Agreement is: **April 1, 2008 through June 30, 2008**

3. The maximum amount of this Agreement is: **\$ 500.00**
FIVE HUNDRED AND NO/100 DOLLARS

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	GTC307
Exhibit D - Special Terms and Conditions	1 page
Exhibit E – Record Format Specifications	2 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/contracts*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Albany		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Beth Pollard, City Administrator		
ADDRESS 1000 San Pablo Avenue, Albany, CA 94706		
STATE OF CALIFORNIA		
AGENCY NAME Franchise Tax Board		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Titus S. Toyama, Chief Financial Officer		
ADDRESS P.O. Box 2086, Rancho Cordova, CA 95741-2086		

Exempt per: **SCM 4.04.5.b.**

EXHIBIT A**SCOPE OF WORK**

This Agreement is entered into by and between the Franchise Tax Board, herein referred to as (FTB) and the City of Albany, herein after referred to as the City.

1. The City agrees to provide FTB with tax information, per Exhibit E, Record Format Specifications, which shall include but not limited to the following:
 - a. Business and/or owners name
 - b. Business address
 - c. Federal employer identification number (FEIN) or social security number (SSN)
 - d. Type of business
2. The records may be submitted on standard CD-Rom or through a secured electronic connection, in ASCII format, tab or comma delimited, per Exhibit E. Upon request by the City, the FTB will set up a secured electronic connection for the transmission of data.
3. The records will be sent to FTB's Data Exchange Production and Services Unit on CD-Rom or secured electronic connection no later than May 1, 2008, along with the required transmittal form found at <http://www.ftb.ca.gov/forms/misc/8302.pdf>.
4. The information obtained under this agreement will be used solely for the purpose of administration of tax and other non-tax programs that FTB administers as set forth and provided by the California Revenue and Taxation Code Section 19504.
5. With an executed Local Government Sharing Agreement for tax year 2007, the FTB will match on the SSN or FEIN from the City Business Tax data submitted. Refer to City's Local Government Sharing Agreement.
6. The project coordinators during the term of this Agreement will be:

Franchise Tax Board

Erica Gonzales
Data Resources and Services
P.O. Box 1468, MS A-181
Sacramento, CA 95812-1468
Phone: (916) 845-6556
Fax: (916) 855-5695

City of Albany

Kim Denton
City Treasurer
1000 San Pablo Avenue
Albany, CA 94706
Phone: (510) 528-5736

Return signed Agreement to:

Franchise Tax Board

Business Acquisitions Unit
Attention: Marlene Simpson
P.O. Box 2086, MS A-374
Rancho Cordova, CA 95741-2086
Phone: (916) 845-5648
Fax: (916) 845-3599

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

1. **PAYMENT**: The FTB agrees to pay the City, not to exceed, \$500.00 for City Business Tax data. Upon receipt of the Agreement executed by the City and receipt of a usable file in the required format, and an accompanying invoice, the FTB agrees to remit payment for the cost incurred in providing the data, based on the terms of this Agreement.
2. **INVOICING**: The City shall render an invoice in triplicate to:

Franchise Tax Board
Fiscal Accounting
P O Box 2800
Sacramento, CA 95812-2800

3. **BUDGET CONTINGENCY CLAUSE**: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the City or to furnish any other considerations under this Agreement and the City shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to City to reflect the reduced amount.

4. **PROMPT PAYMENT CLAUSE**: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

EXHIBIT D**SPECIAL TERMS AND CONDITIONS**

1. **USE OF INFORMATION:** The FTB and the City agree that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described by this Agreement. The information obtained shall be used for tax administrative and non-tax programs that FTB administers and may be shared with other state taxing agencies as authorized by law, including the Department of Child Support Services. The FTB and the City further agree that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than identified in this Agreement or as authorized by law.
2. **EMPLOYEE ACCESS TO INFORMATION:** The FTB and the City agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a “need to know” basis. The “need to know” standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. The FTB and the City recognize their responsibilities to protect the confidentiality of this information as provided by law and ensures such information is disclosed only to those individuals and of such purpose, as authorized by the Revenue and Taxation Code.
3. **DESTRUCTION OF RECORDS:** All records received by either party and any database(s) created, copies made, or files attributed to the records received will be destroyed when they are no longer needed for the business purpose for which they were obtained. The records shall be destroyed in a manner to be deemed unusable or readable and to the extent that an individual record can no longer be reasonably ascertained.
4. **CANCELLATION:** Either party may terminate this Agreement, in writing for any reason, upon thirty days (30) prior written notice. This Agreement may be terminated by either party in the event of any breach of the terms of this Agreement.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the City of its responsibilities and obligations hereunder. The City agrees to be as fully responsible to the State for the acts and omissions of the City's subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the City. The City's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the City. As a result, the State shall have no obligation to pay or to see the payment of any monies to any subcontractor.

EXHIBIT E

RECORD FORMAT SPECIFICATIONS**CITY BUSINESS TAX RECORD FORMAT SPECIFICATIONS**

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with blanks.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with blanks.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship, P = Partnership, C = Corporation, T = Trust, L = LLC.
OWNERS LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNERS FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNERS MIDDLE INITIAL	46	46	1	AN	May be blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (DBA).
BUSINESS ADDRESS					Address of the business location or the residence of the owner if sole proprietorship.
Number & Street	87	126	40	AN	Must be present.
City	127	166	40	A	Must be present.
State	167	168	2	A	Enter standard state abbreviation.
ZIP Code	169	177	9	N	Enter the valid ZIP Code (nine or five-digit) assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused positions with blanks.
BUSINESS START DATE	178	185	8	N	Enter the year, month and day (CCYYMMDD) if start date is in the current reporting period. Otherwise, zero fill.

BUSINESS CEASE DATE	186	193	8	N	Enter the year, month and day (CCYYMMDD) if out of business or ownership change in current period. Zero fill if not known, no ownership change or not out of business during current period.
REPORT PERIOD END DATE	194	201	8	N	Enter the year, month and day, (CCYYMMDD). Data submitted will be for preceding 12-month period.
CITY BUSINESS TAX NUMBER	202	204	3	N	Enter 3 digit number assigned by FTB.
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	205	210	6	AN	Enter the digit NAICS code.
LICENSE STATUS	211	211	1	A	Enter an "I" for Inactive if the license is not in use, otherwise default to an "A" or Active.

* Key: A = Alpha, N = Numeric, AN = Alphanumeric.

Note: All alpha characters must be submitted in uppercase only.