# AGREEMENT FOR SALES TAX AUDIT AND INFORMATION SERVICES

This Agreement is made and entered into as of the <u>lst</u> day of <u>March</u>, 1998 by and between the CITY OF BEAUMONT, a municipal corporation hereinafter called CITY, and **HINDERLITER**, **DE LLAMAS AND ASSOCIATES** a California Corporation, hereinafter called CONTRACTOR.

# I. RECITALS

WHEREAS, sales tax revenues can be increased through: a system of continuous monitoring, identification and correction of "point of sale" allocation errors, and

WHEREAS, an effective program of sales tax management will improve identification of sales tax opportunities as they relate to economic development and provide for more accurate sales tax forecasting; and

WHEREAS, City desires the combination of data entry, report preparation, and data analysis necessary to effectively manage the municipal sales tax base and recover revenues erroneously allocated to other jurisdictions and allocation pools; and

WHEREAS, Contractor has the programs, equipment and personnel required to deliver the sales tax services referenced herein;

THEREFORE, City and Contractor, for the consideration hereinafter described, mutually agree as follows:

#### II. SERVICES

The Contractor will perform the following services:

# A. Allocation Audit and Recovery

- 1. Contractor will conduct an initial and on-going sales tax audit in order to identify and correct "point-of-sale" distribution errors and thereby generate previously unrealized sales tax income for the City. Common errors that will be monitored and corrected include: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; misreporting of "point of sale" from the wrong location; delays in reporting new outlets; misidentifying transactions as a "use tax" rather than a "sales tax," and erroneous fund transfers and adjustments.
- 2. Contractor will initiate contacts with the appropriate sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to encourage local business retention and expansion.
- 3. Contractor shall prepare and submit to the Board of Equalization all information necessary to correct any allocation errors that are identified and shall follow-up with the individual businesses and the State Board of Equalization to ensure that all back quarter payments due the City are recovered.

4. If during the course of its audit, Contractor finds businesses located in the City that are properly reporting sales tax but have the potential for modifying their operation to provide an even greater share to the City, Contractor shall so advise City and upon request, shall work with those businesses and the City to encourage such changes.

# III. Optional Services

At City's option and on written request from the City Manager:

# B. Sales Tax and Economic Analysis

- 1. Contractor will establish a special database that identifies the name, address and quarterly allocations of the major sales tax producers within the City for the most current and previous five quarters from the date of this agreement, or longer, if the City has histroical sales tax data available on computer readable magentic media that extends beyond the most recent five quarters. A second database covering the same period will be established showing total sales tax receipts for each business category identified by the Board of Equalization. These databases will be utilized to generate special reports to the City on: major sales tax producers by rank and category, analysis of sales tax activity by category, business district or redevelopment area specified by City, analysis of reporting aberrations, and per capita and outlet comparisons with state wide sales.
- Contractor will provide up-dated reports each quarter identifying changes in sales
  by major outlets and by category; area growth and decline comparisons; and
  current graphics, tables, and top 100 listings. Quarterly aberrations due to State

audits, fund transfers, and receivables along with late or double payments will be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.

- 3. Contractor will additionally provide an analysis for the City or its Redevelopment Agency to share with Chambers of Commerce and other economic development interest groups that analyze City's sales tax trends by major groups, and geographic areas without disclosing confidential information.
- 4. Contractor will make available to City Staff the HdL DATA computer program and database containing sellers permit information for all in-city business outlets registered with the Board of Equalization. In addition, contractor shall process for City the monthly registration and allocation files provided by the Board in magnetic media. Printouts of registration changes and dollars allocated by business name and number will be provided from these files on a monthly basis.
- 5. Throughout the term of this agreement, Contractor shall advise and work with City and City Redevelopment Agency staff on questions related to tenant mix alternatives for maximum sales tax returns; advise City business license staff on utilization of reports to enhance business license collection efforts; provide sales tax projections on specific projects for redevelopment negotiation and city budget purposes; and provide data support to enhance the sales tax base through improved economic development efforts.

#### IV. CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which a City may authorize persons other than City officers and employees to examine State Sales and Use Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

- A. Contractor is authorized by this Agreement to examine sales or transactions and use tax records of the Board of Equalization provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.
- B. Contractor is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.
- C. Contractor is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
- D. Contractor is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to

Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Contractor as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

# V. PROPRIETARY INFORMATION

In performing its duties under this agreement, Contractor will produce reports, technical information and other compilations of data to City. These reports, technical information and compilations of data are derived by Contractor using methodologies, formulae, programs, techniques and other processes designed and developed by Contractor at a substantial expense. Contractor's reports, technical information, compilations of data, methodologies, formulae, programs, techniques and other processes designed and developed by Contractor shall be referred to as Proprietary Information. Contractor's Proprietary Information is not generally known by the entities with which Contractor competes.

Contractor desires to protect its Proprietary Information. Accordingly, City agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will at any time during or after the term of the Agreement, directly or indirectly use any of Contractor's Proprietary Information for any purpose not associated with Contractor's activities. Further, City agrees that it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will disseminate or disclose any of Contractor's Proprietary Information to any person or organization not connected with Contractor, without the express written consent of Contractor. The City also agrees that it will undertake all necessary and appropriate steps to maintain the proprietary nature of Contractor's Proprietary Information.

#### VI. CONSIDERATION

A. Contractor shall be paid 15% of all new Sales and/or Use tax revenue received by the City as a result of audit and recovery work performed by Contractor (hereafter referred to as "audit fees"). New sales and/or use tax revenue shall not include any amounts determined by City or Contractor to be increment attributable to causes other than Contractor's work pursuant to this agreement. In the event that Contractor is responsible for an increase in the tax reported by businesses already properly making tax payments to the City, it shall be Contractor's responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the audit by Contractor and confirmation of corrections by the State Board of Equalization. Contractor shall provide City with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

Contractor shall obtain City approval prior to beginning the work of correcting tax reporting methodology or "point of sale" for specific businesses where said payment of the percentage fee will be expected. Said approval shall be accomplished by the City Administrator or his designated representative on the Sales Tax Audit Authorization form, a copy of which is attached as "Exhibit A." City shall pay audit fees upon Contractor's submittal of evidence of State Fund Transfers and payments to City from businesses identified in the audit and approved by the City.

B. Above sum shall constitute full reimbursement to Contractor for all direct and indirect expenses incurred by Contractor in performing audits including the salaries of Contractor's employees, and travel expenses connected with contacting local and outof-state businesses and Board of Equalization representatives. C. The City may at anytime during the contract, exercise the option to receive the additional services outlined in Section III (page 3). Contractor shall establish the sales tax and audit databases, will provide the ongoing reports and analysis and will make available the computer program and databases referenced above for a fee of \$325.00 per month, invoiced quarterly (hereafter referred to as "monthly fee").

#### VII. CITY MATERIALS AND SUPPORT

City shall adopt a resolution in a form acceptable to the State Board of Equalization and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing Contractor to examine the confidential sales tax records of City. City further agrees to provide any information or assistance that may readily be available such as business license records within the City and to provide Contractor with proper identification for contacting businesses. City further agrees to provide copies of the monthly allocation reports received for the most recent five quarters from the execution of this agreement and to continue to provide copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the State Board of Equalization and audit fees due the Contractor have been paid.

# VIII. TERMINATION

This Agreement may be terminated by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, Contractor may continue to work through the date of termination. Upon termination as provided herein, Contractor shall be paid the value of all tax analysis and reporting work performed less payments previously made by City. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by Contractor which

make tax payments after termination of this Agreement as a result of Contractor's work. After City receives said tax payments for such businesses, Contractor shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations and the first eight consecutive reporting quarters following completion of the audit by Contractor and confirmation of corrections by the State Board of Equalization. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by Contractor pursuant to this Agreement shall be considered the property of the City and upon payment for services performed by Contractor, such documents and other identified materials shall be delivered to City by Contractor.

# IX. INDEPENDENT CONTRACTOR

Contractor shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of Contractor be considered as an employee of City.

# X. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by Contractor without the written consent of City.

# XI. ATTORNEY'S FEES

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

# XII. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this agreement.

# XIII. INDEMNIFICATION

Contractor hereby agrees to, and shall hold City, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from Contractor's willful or negligent acts, errors or omissions or those of its employees or agents. Contractor agrees to and shall defend City and its elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid willful or negligent acts, errors or omissions.

City hereby agrees to, and shall hold Contractor, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from City's negligent acts, errors or omissions under this Agreement. City agrees to and shall defend Contractor and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions.

#### XIV. NOTICE

All notices required by this Agreement shall be given to City and Contractor in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

City:

CITY OF BEAUMONT

550 E. Sixth Street

Beaumont, California 92223

Contractor:

HINDERLITER, DE LLAMAS & ASSOCIATES

1340 Valley Vista Drive, Suite 200

Diamond Bar, CA 91765

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY:

Mayor

CITY OF BEAUMONT

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City Clerk Que Ty

**CONTRACTOR:** 

HINDERLITER, DE LLAMAS & ASSOCIATES

A California Corporation

APPROVED AS TO FORM:

City Attorney

SAMPLE

# **EXHIBIT A**

# Sales Tax Audit

# Work Authorization No. \_\_\_\_\_

The following business or businesses, located in the City of, have been
identified as having the potential for generating additional sales tax revenue to the City of
Contractor is hereby authorized to contact the given business(s) and the
State Board of Equalization to verify the accuracy of the current reporting methodology and obtain
the necessary documentation for the Board of Equalization, to modify allocation formulas, and to
return previous misallocated revenue that may be due to City.
Contractor's compensation shall be 15% of the new sales and/or use tax revenue received by the
City as a result of audit and recovery work performed by Contractor, as set forth in the Agreement
between Contractor and City.
CITY OF
By:
Date
HINDERLITER, DE LLAMAS AND ASSOCIATES
By:
Date

#### AGREEMENT FOR BUSINESS LICENSE SERVICES

This agreement is made and entered into as of the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 1999, by and between the City of Beaumont, a municipal corporation, hereinafter referred to as City, and HdL Software, LLC, a California corporation, hereinafter referred to as HdL.

#### A. BUSINESS LICENSE SOFTWARE

HdL shall provide the City with HdL's menu driven Business License Software System which includes the following capabilities:

# 1. Maintenance and processing.

- a. The software will store, print and process all business license records, including annual licenses and those which may be issued on a daily, monthly, quarterly or semi-annual basis. It will process licenses for businesses based on any number of City determined factors including, but not limited to, gross receipts, number of employees, coin-operated devices, and number of vehicles.
- b. The software will allow easy data entry of the information contained in business license applications. Based on business type and rate tables, it will calculate fees and print licenses. It will track unrenewed licenses and print renewal notices at the end of the license period, which contain specific calculation instructions based on rate type. Delinquent notices will be generated, which include the calculation of late fees and penalties. The system will generate a journal entry for entering business license payments into the accounting records.
- c. The software provides a tracking system to help the city ensure that businesses have received the appropriate approvals and permits from various city departments.

- d. The software contains data fields for the entry of other business-related information, such as emergency contact name and address, alarm company or patrol company information, SIC and NAIC codes, and zoning information.
- e. The system will maintain business license history for active and closed businesses, including payment history. The amount of history to be stored will be determined by the City, and is dependent upon the available free space on the City's computer.
- f. Users will be able to make inquiries into the data set in a variety of ways: by license number, business name, owner name, address, telephone number, vehicle license number, and key word.
- Audit features. The business license software has the ability to cross check against
  other data sets available through HdL, such as telephone and professional directories.
  This will assist the City in detecting unlicensed businesses. These additional features
  will be added as developed at no additional cost to the City.
- 3. Reports. A variety of reports are available, in standard format and on an ad hoc basis, including, but not limited to, reports by business name, address, or type, and mailing labels and the mandated reports to the Franchise Tax Board on magnetic media. The system will also permit the export/import of data for use on laptop computers by field inspectors. The software will allow the generation of a variety of management reports, for example, by geographic area, SIC code and/or amount of business license revenue paid.
- 4. <u>Security.</u> The system allows for user-defined levels of security and confidentiality through the use of passwords.
- 5. Ongoing software upgrades are provided as part of the annual maintenance fee.

# B. MANAGEMENT SUPPORT

HdL is available to assist the City in evaluating current policies and procedures to enhance the audit, collection and enforcement of the City's business license taxes. Examples may include the redesign of forms and/or reports, and strategies for improving communication with the business community, as well as other City departments that are involved in the business license process.

# C. CONVERSION AND IMPLEMENTATION

HdL will convert the City's existing business license data to HdL program files. HdL will build the tables for the City (rate tables, business type tables, SIC code and NAIC tables, etc.). (If rates or business types change in the future, or new ones are created, the tables are maintainable by the City.)

The City agrees to provide current business license data information in machine readable format. If this is not possible, there may be an additional charge for manually converting the data. The work will be done on a time and material basis in consultation with the City.

- The new data set created during this process will be verified and audited for inconsistencies between existing data and the rate tables and business type tables using HdL's computerized systems. Audit exceptions will be provided to the City for follow up.
- 3. The new data set and software will be installed on the City's designated standalone computer or computer network. If the City uses HdL sales and property tax programs, these programs will be integrated with the business license system at no additional cost. If the City is not a client for HdL sales and property tax programs, there will be a charge to link to another vendor's data set or for HdL to supply the data.

- 4. Training will be provided for the business license staff at the time of installation. A four hour training session is anticipated. Trained HdL staff will be available for any follow up needed, either by telephone or in person, as part of our ongoing maintenance and support.
- 5. User manuals will be provided.
- 6. Timeline for implementation of the business license software system is approximately 150 days from the date of approval of the contract.

# D. HARDWARE REQUIREMENTS

The business license software will be installed on hardware supplied by the City. The HdL business license software is a Windows application requiring Microsoft Windows 3.1 or higher.

- A PC compatible 486DX2 or Pentium system is required, with minimum of 16 MB of memory and a VGA monitor. The amount of free space required on the hard drive is dependent on the number of licenses and the extent of the history maintained, but will range typically from 35MB to 80MB.
- 2. In a network environment, the server must be a dedicated server (not peer to peer).

  The software will operate with all currently existing network software.
- 3. The software is designed to work with a laser printer. An HP5 or comparable is recommended.

#### E. ACCEPTANCE OF THE SOFTWARE

The scheduled date of acceptance of the software by the City is when all data has been converted, all tables have been built, and licenses, renewals and reports can be generated. The acceptance date will become the anniversary date of the Agreement.

#### F. SOFTWARE MAINTENANCE AND CUSTOMER SUPPORT

HdL will provide ongoing software upgrades and updated data from HdL's proprietary data sets and cross-directories to assist the City in its audit work. HdL's standard maintenance and customer support includes telephone support as needed by the City, and up to eight hours of onsite support annually.

The first year maintenance and support is provided at no cost. There is an annual maintenance fee beginning the second year. See Paragraph I, "Compensation", for the fee schedule.

#### G. CUSTOMIZATION

The business license software is a "table driven" system and has been developed to meet almost all of the needs of a City with regard to the management, processing and reporting of business licenses. However, should the need occur, HdL is available to provide custom enhancements on a time and material basis. No work shall be performed by HdL without the prior approval of the City. See Paragraph I, "Compensation", for the fee schedule.

# H. SOFTWARE LICENSE

- 1. <u>License</u>. HdL hereby provides a license to the City to use HdL's Business License Software. The software shall be used only by the City. The City shall not sublet, duplicate, or modify said software. The software shall be returned to HdL at the time the license expires, which is the last day of the last year for which the annual maintenance fee has been paid by the City to HdL. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable.
- City data. HdL acknowledges that the business license data is the property of the
  City. At the termination of this Agreement, the business license data will be available
  to the City in machine readable format.

3. <u>Proprietary information</u>. As used herein, the term "proprietary information" means any information which relates to HdL's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any HdL proprietary information in connection with this Agreement or otherwise learned or obtained by the City in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information which is public information.

#### I. COMPENSATION

1. Software license fee. The one time software license fee shall be \$5,000, which is based on 730 active business licenses. 50% of this amount shall be due and payable within thirty days of the effective date of this Agreement, and the remaining 50% within thirty days of the date of acceptance of the software by the City as set forth in Paragraph E. Our first year fee is based on the number of active licenses, due primarily to the amount of conversion work required (if the City's current business license data information can not be provided in standard delimited format on magnetic tape or diskette, there will be an additional charge for manually converting the data). Manual conversion will be done on a time and material basis.

If the City wishes to convert closed or inactive licenses in addition to the active licenses referred to above, the cost is 75¢ for each closed or inactive license. If the City has the following needs, an additional fee would apply as listed:

- a) HdL's business license basic system is designed as self assessing by the business. If the City wishes to generate a renewal invoice which prebills, the cost is \$2,000 plus \$50 per rate code.
- b) To establish Business Improvement District with separate fee tables, the cost is \$2,000 per district.
- c) Street Address Lookup, the cost is \$3,000.

The first year software license fee includes conversion of existing data, redesign of City forms and letters, construction of rate types, business types, SIC code and NAIC tables, links to other data directories, user guide manuals and three (3) days of training.

Travel and lodging costs for training will be billed at actual cost.

# Estimated Calendar of Events:

- A process meeting will be set up within 30 days of the date that this Agreement is signed by all parties.
- By the end of approximately 60 days, HdL should have received the City's business license data, logo, business license forms and a copy of the City's ordinances, codes, classifications, business types and rate types.
- At approximately 90 days, HdL will schedule a preinstall meeting. The initial 50% payment (as set forth in Paragraph I) must be received prior to preinstall of the system.
- At approximately 120 days, HdL will schedule a final install and training meeting.
- At approximately 150 days, the City will go live with a fully functional Business
  License System. The remaining 50% payment (as set forth in Paragraph I) must be
  received prior to final installation of the system.
- 2. Annual maintenance and customer support fee. There is no charge for the first year of maintenance and customer support. The annual maintenance fee shall begin at the second year (which includes software upgrades and support to your staff) and shall be as follows:

Standalone Installation: \$ 2,000 for One User

Network Installation: \$ 2,000 for the First User

plus: \$ 800 for Each Additional User
Maximum of: \$10,000

The HdL Companies 7

or

This maintenance fee is based on the number of users (defined as those who have access to the system to add or edit). There is no charge for those who have inquiry rights only, or for information systems staff. Maintenance fees include unlimited telephone support, up to eight (8) hours on-site support annually, upgrades to the software, updated data from HdL's proprietary data sets and cross directories, and edits to City's customized forms.

The fee will be increased each year in an amount equal to the increase in the most recently published Consumer Price Index for the surrounding statistical metropolitan area, all urban consumers. The maintenance fee will be invoiced each year by HdL and shall be due and payable within thirty days of the date of the invoice.

Travel and lodging costs will be billed at actual cost.

3. <u>Customizing services.</u> The business license software is a "table driven" system and has been developed to meet almost all of the needs of a City with regard to the management, processing and reporting of business licenses. However, should the need occur, HdL is available to provide custom enhancements to the business license software on a pre-determined time and materials basis. No work shall be performed without prior written approval of the City. Fees for these services are as follows:

Principal	\$ 135 per hour
Principal programmer	\$ 135 per hour
Associate	\$ 85 per hour
Associate programmer	\$ 85 per hour
Secretarial/Administrative	\$ 35 per hour

Travel and lodging fees will be charged at actual cost.

4. <u>SB 90 reimbursement</u>. Certain costs associated with the Business License Software may be eligible for reimbursement under the provisions of SB 90. The amount of

reimbursement is dependent on State approval of the city's claim and on funds available in the State budget. HdL will assist the City and/or its consultant in preparation of the SB 90 claim.

#### J. TERMINATION

This Agreement may terminate each year upon written notice thirty days (30) days prior to the anniversary date of the Agreement. Upon termination, the software license shall expire and the software shall be returned to HdL.

#### K. INDEPENDENT CONTRACTOR

HdL shall perform the services hereunder as an independent contractor. No agent, representative or employee of HdL shall be considered an employee of the City.

#### L. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by HdL or the City without the written consent of the other party.

# M. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

# N. INDEMNIFICATION

HdL shall indemnify and hold harmless City and its officers, officials and employees from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage, including attorney fees, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of HdL, its officers, agents and employees under this Agreement.

City shall indemnify and hold harmless HdL, its officers, agents and employees, from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from City's negligent acts, errors or omissions under this Agreement. City agrees to and shall defend HdL and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions.

# O. NOTICE

All notices required by this Agreement shall be given to the City and to HdL in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

City

CITY OF BEAUMONT

550 East 6th Street

Beaumont, California 92223

HdL

HdL SOFTWARE, LLC

1340 Valley Vista Drive, Suite 200 Diamond Bar, California 91765

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF BEAUMONT:

City Clerk

**HdL SOFTWARE, LLC:** 

APPROVED AS TO FORM:

City Attorney



C91-8



Hinderliter, de Llamas & Associates HdLCoren & Cone

07/11/2013

THE CITY OF BEAUMONT

Sales Tax Audit Work Authorization No. 22

The businesses listed on Attachment A located in the City of Beaumont have been identified as having the potential for generating additional sales tax revenue to the City of Beaumont. Contractor is hereby authorized to contact the given businesses and the State Board of Equalization to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Board of Equalization, to modify allocation formulas, and to return previous misallocated revenue that may be due to the City.

Contractor's compensation shall be 15% of the new sales and/or use tax revenue received by the City as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and the City.

THE CITY OF BEAUMONT

V

HINDERLITER, DE LLAMAS AND ASSOCIATES

By: 12 30 30 6

Date 07/11/2013

# ATTACHMENT A

# THE CITY OF BEAUMONT SALES TAX AUDIT

Work Authorization No. 22
Date 07/11/2013

Boost Mobile	Sch C	31 SR EH 102-262278
383 E 6th St Unit B		
Bp Solar	Sch F	99 SR OH 100-448002
1540 E 2nd Street		Back Quarter Recovery Only
Highland Springs Pharmacy	Sch C	84 SR EH 023-714344
81 S Highland Springs Ave #90		



Hinderliter, de Llamas & Associates HdL Coren & Cone HdL Software, LLC

January 28, 1999

Ms. Elizabeth Urtiaga City of Beaumont 550 East 6th Street Beaumont, California 92223

Dear Elizabeth:

Please find enclosed your fully executed copy of the Agreement for Business License Services with your city.

We are looking forward to working with you and your staff. Should you have any questions, please let us know.

Sincerely,

Peggy Fickett

Administrative Assistant to Nancy Hicks

/pf

Enclosure



October 16, 1997

Hinderliter, de Llamas & Associates HdL Coren & Cone HdL Software, LLC

Ms. Elizabeth Urtiaga City of Beaumont 550 East 6th Street Beaumont, CA 92223

#### Dear Elizabeth:

We are delighted to have you as a new business license client. Enclosed is the Agreement for Business License Services for the City of Beaumont for your review. Please have this document signed by your City officials and return two executed copies to our office at your earliest convenience. Upon receipt, Nancy will execute and I will forward a fully executed Agreement to you.

The HdL Team Members serving the City of Beaumont. Our team is excited about the installation of the system in Beaumont. From time to time, you and your business license staff will be hearing from our team members, Nancy Hicks, Robert Gray, Peggy Fickett, Michael Eure, Craig Miller and myself.

What we will need to get started. Our anticipated start date for the implementation of the new system is 120 days from the date the Business License Agreement has been signed by all parties. If data conversion is easy, the process speeds up since that is where the most time and effort are required. In the meantime, we will need the following items:

- 1. A copy of your business license data saved in an ASCII format. If the fields are fixed length, no delimiters are required. We will also need a print out of the file layout.
- 2. Your City logo saved as a bitmap (bmp) or a black and white slick for scanning.
- 3. Copies of your business license forms.
- 4. A copy of your City's ordinances, codes, classifications, business types and rate types.

You can mail your data on diskette or you may modem your data to us, whichever is convenient. Our modem number is 1-909-860-7465. Please call myself or Robert and let us know when you are sending the file. We are looking forward to working with you and your staff. If you have any questions or comments, please give a call. Nancy will plan a meeting with you about two weeks after we receive forms and business types and rate types. Talk to you soon!

Sincerely,

Kay Ready

Administrative Assistant to Nancy Hicks

Business License Department

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#### AGREEMENT FOR BUSINESS LICENSE SERVICES

This agreement is made and entered into as of the \_\_\_\_\_\_ day of October, 1997, by and between the CITY OF BEAUMONT, a municipal corporation, hereinafter referred to as City, and HdL SOFTWARE, LLC, a California corporation, hereinafter referred to as HdL.

#### A. BUSINESS LICENSE SOFTWARE.

HdL shall provide the City with an easy to operate, menu driven Business License Software System which includes the following capabilities:

# 1. Maintenance and processing.

- a. The software will store, print and process all business license records, including annual licenses and those which may be issued on a daily, monthly, quarterly or semi-annual basis. It will process licenses for businesses based on any number of City determined factors including, but not limited to, gross receipts, number of employees, coin-operated devices, and number of vehicles.
- b. The software will allow easy data entry of the information contained in business license applications. Based on business type and rate tables, it will calculate fees and print licenses. It will track unrenewed licenses and print renewal notices at the end of the license period, which contain specific calculation instructions based on business type and rate type. Delinquent notices will be generated, which include the calculation of late fees and penalties. The system will generate a journal entry for entering business license payments into the accounting records.
- c. The software provides a tracking system to insure that businesses have received the appropriate approvals and permits from various city departments.

- d. The software contains data fields for the entry of other business related information such as emergency contact name and address, alarm company or patrol company information, SIC codes, and room or building capacity.
- e. The system will maintain business license history for active and closed businesses including prior fees, receipts and business characteristics. The amount of history to be stored will be determined by the City and is dependent on the available free space on the City's computer.
- f. Users will be able to make inquiry into the data set in a variety of ways, by license number, business name, owner name, address, telephone number, vehicle license number and key word.
- 2. Audit features. The business license software has the ability to cross check against other data sets available through HdL, such as sales tax and property tax and telephone directories. HdL intends to add other data sets such as membership directories of state organizations. This will assist the City in detecting unlicensed businesses. These additional features will be added as developed at no additional cost.
- 3. Reports. A variety of reports are available, in standard format and on an ad hoc basis, including, but not limited to, reports by business name, address, or type, mailing labels and the mandated reports to the Franchise Tax Board on magnetic media. The system will also permit the export/import of data for use on laptop computers by field inspectors. The software will allow the generation of a variety of management reports, for example by geographic area, SIC code and/or amount of business license revenue paid.
- 4. <u>Security</u>. The system allows for user defined levels of security and confidentiality through the use of passwords.

5. Ongoing software upgrades are provided as part of the annual maintenance fee.

#### B. MANAGEMENT SUPPORT

HdL is available to assist the City in evaluating current policies and procedures to enhance the audit, collection and enforcement of the City's business license taxes. Examples may include the redesign of forms and/or reports, and strategies for improving communication with the business community as well as other City departments that are involved in the business license process.

#### C. CONVERSION AND IMPLEMENTATION

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The City agrees to provide current business license data information in machine readable format. If this is not possible, there may be an additional charge for manually converting the data. The work will be done on a time and material basis in consultation with the City.

- The new data set created during this process will be verified and audited for inconsistencies between existing data and the rate tables and business type tables using HdL's computerized systems. Audit exceptions will be provided to the City for follow up.
- 3. The new data set and software will be installed on the City's designated standalone computer or computer network. If the City uses HdL sales and property tax programs, these programs will be integrated with the business license system at no additional

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- 6. Timeline for implementation of the business license software system is approximately four (4) months from the date of approval of the contract.

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software, or rights to use said software for the benefits of others. This license is not transferable.

- City data. HdL acknowledges that the business license data is the property of the City. At the termination of this Agreement, the business license data will be available to the City in machine readable format.
- 3. Proprietary information. As used herein, the term "proprietary information" means any information which relates to HdL's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems, or business processes. City shall hold in confidence and shall not disclose to any other party any HdL proprietary information in connection with this Agreement or otherwise learned or obtained by the City in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information which is public information.

#### I. COMPENSATION

<u>Software license fee.</u> The one time software license fee shall be \$5,000 which is based on 730 business licenses issued annually. Our first year fee is based on the number of licenses due primarily to the amount of conversion work required. 50% of this amount shall be due and payable within thirty days of the effective date of this Agreement and the remaining 50% within thirty days of the date of acceptance of the software by the City as set forth in Paragraph E.

1. Annual maintenance and customer support fee. There is no charge for the first year maintenance and customer support. The annual maintenance fee shall begin at the second year (which includes software upgrades and support to your staff) and shall be as follows:

Standalone:		\$ 2,000	for 1 user
or			
Network:		\$ 2,000	for the 1st user
Plus Maximum of	\$ 800	each additional user	
	\$ 10,000		

This maintenance fee is based on the number of users (defined as those who have access to the system to add, edit or print). There is no charge for those who have inquiry rights only.

The fee will be increased each year in an amount equal to the increase in the most recently published Consumer Price Index for the surrounding statistical metropolitan area, all urban consumers. The maintenance fee will be invoiced each year by HdL and shall be due and payable within thirty days of the date of the invoice.

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caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions.

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City

CITY OF BEAUMONT

550 East 6th Street

Beaumont, California 92223

HdL

HdL SOFTWARE, LLC

1340 Valley Vista Drive, Suite 200 Diamond Bar, California 91765

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY:	HdL:		
CITY OF BEAUMONT	HdL SOFTWARE, LLC		
City Clerk			
APPROVED AS TO FORM:			
City Attorney			

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CITY:	HdL:
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City Clerk	
APPROVED AS TO FORM:	
City Attorney	





To: Joe Aklufi

Fax #:

Subject: Business License Contract

**Date:** October 20, 1997

Pages: 10, including this cover sheet.

## COMMENTS:

Please review and comment. If everything is OK, I have the three originals for your signature. Thank you. Elizabeth

From the desk of...

Elizabeth M. Urtiaga Customer Service Coordinator City of Beaumont 550 East 6th Street Beaumont, CA 92223

> (909) 769-8520 Fax: (909) 769-8526

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- 3. Proprietary information. As used herein, the term "proprietary information" means any information which relates to HdL's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems, or business processes. City shall hold in confidence and shall not disclose to any other party any HdL proprietary information in connection with this Agreement or otherwise learned or obtained by the City in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information which is public information.

#### I. COMPENSATION

<u>Software license fee.</u> The one time software license fee shall be \$5,000 which is based on 730 business licenses issued annually. Our first year fee is based on the number of licenses due primarily to the amount of conversion work required. 50% of this amount shall be due and payable within thirty days of the effective date of this Agreement and the remaining 50% within thirty days of the date of acceptance of the software by the City as set forth in Paragraph E.

1. Annual maintenance and customer support fee. There is no charge for the first year maintenance and customer support. The annual maintenance fee shall begin at the second year (which includes software upgrades and support to your staff) and shall be as follows:

Standalone:		\$ 2,000	for 1 user
or			
Network:		\$ 2,000	for the 1st user
	Plus	\$ 800	each additional user
	Maximum of	\$ 10,000	

This maintenance fee is based on the number of users (defined as those who have access to the system to add, edit or print). There is no charge for those who have inquiry rights only.

The fee will be increased each year in an amount equal to the increase in the most recently published Consumer Price Index for the surrounding statistical metropolitan area, all urban consumers. The maintenance fee will be invoiced each year by HdL and shall be due and payable within thirty days of the date of the invoice.

3. <u>Customizing services.</u> The business license software is a "table driven" system and has been developed to meet almost all of the needs of a City with regard to the management, processing and reporting of business licenses. However, should the need occur, HdL is available to provide custom enhancements to the business license software on a pre-determined time and materials basis. No work shall be performed without prior written approval of the City. Fees for these services are as follows:

Principal	\$ 135 per hour
Principal programmer	135 per hour
Associate	85 per hour
Associate programmer	85 per hour
Secretarial/Administrative	35 per hour

4. <u>SB 90 reimbursement</u>. Certain costs associated with the Business License Software may be eligible for reimbursement under the provisions of SB 90. HdL will assist the City and/or its consultant in preparation of the SB 90 claim.

#### K. TERMINATION

This Agreement may terminate each year upon written notice thirty days (30) days prior to the anniversary date of the Agreement. Upon termination, the software license shall expire and the software shall be returned to HdL.

#### L. INDEPENDENT CONTRACTOR

HdL shall perform the services hereunder as an independent contractor. No agent, representative or employee of HdL shall be considered as an employee of the City.

#### M. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by HdL or the City without the written consent of the other party.

## N. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

## O. INDEMNIFICATION

HdL shall indemnify and hold harmless City and its officers, officials and employees from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage, including attorney fees, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of HdL, its officers, agents and employees under this Agreement.

City shall indemnify and hold harmless HdL, its officers, agents and employees, from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from City's negligent acts, errors or omissions under this Agreement. City agrees to and shall defend HdL and its officers, agents and employees from any suits or actions at law or in equity for damage

caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions.

#### P. NOTICE

All notices required by this Agreement shall be given to the City and to HdL in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

City

CITY OF BEAUMONT

550 East 6th Street

Beaumont, California 92223

HdL

HdL SOFTWARE, LLC

1340 Valley Vista Drive, Suite 200 Diamond Bar, California 91765

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY:	HdL:
CITY OF BEAUMONT	HdL SOFTWARE, LLC
City Clerk	
APPROVED AS TO FORM:	
City Attorney	



Hinderliter, de Llamas & Associates HdL Coren & Cone HdL Software, LLC

August 21, 1997

Ms. Shelby Hanvey
City of Beaumont
550 East 6th Street
Beaumont, California 92223

Dear Shelby:

On November 25, 1996, we sent a proposal to your City for our Business License System. We know everyone has been busy with budgets and year-end closes but thought we'd remind you about our program. Our program has been widely received by many California cities and we are very pleased with its success.

Although we have increased our prices for the system effective July 1, 1997, we wanted you to know that we will honor the pre-quoted price in your proposal until October 1, 1997. If you are still interested in the system, please give us a call or a notice of intent and we will hold the price for you.

I would be delighted to visit your City anytime and give a demonstration of our system to you and others in your organization (have lap top - will travel). I have enclosed our brochure and a feature summary of our Business License System. Hope to hear from you soon.

Sincerely,

Nancy Hicks

Enclosure

NH/ksr

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# FACSIMILE COVER SHEET

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FROM:	Ray	- Constitution of the Cons	DATE: _	2/9/9	98
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Phone: (909) 861-4335 Fax: (909) 861-7726 1340 Valley Vista Dr., Suite 200 Diamond Bar, California 91765

Note: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you received this message in error, please notify us immediately by telephone.

## **EXCEPTIONS REPORT - SALES TAX**

Sample Only (Gotham City)

Firm Name	Firm Address	BEAN No	Start	Allocation
7 Eleven Food Store 18	2140 S. Fremont	17702452	08/82	\$ 0.00
88 Pharmacy	88 S. Palm Ave	99442163	03/94	0.0
A & B	724 S. 9th St	99381896	11/93	0.0
A & One Stationery Co	4125 E. Live Oak	17635276	01/70	0.00
A A Trading	1808 Cedar St	17813423	03/92	0.00
A D I Enterprises	2304 Hitchcock Dr	99394211	12/93	0.00
A Perfect Communicatio	104 E. Adams Ave	99555693	09/94	0.00
A Plus Trading Co	1808 W. Cedar St	99493796	05/94	0.00
Ace Video Magnetics	1108 Violeta Dr	99349106	09/93	0.00
Acg Green Group Inc	2323 W. Norwood Pl	17812868	02/92	0.00
Active Armor Fitness W	1316 Westminster Ave	99507100	05/94	0.00
Advanced Alternator An	2318 W. Main Gotham	99386088	07/93	0.00
Advanced Tech Soluctio	805 E. Pine St	99131549	09/92	0.00
Agapex Inc	1325 S. Primrose Ave	99541789	07/94	0.00
Albert H Marotta Judy	2901 W. Fremont Blv	99114320	08/92	0.00
Alfa Box Corporation	2008 Orange St	99491946	08/93	0.00
Alley Hoop	212 S. Marengo Gotham	99409147	12/93	0.00
Allstrong Restaurant E	1033 Westminster Got	99388437	10/93	0.00
Amerchia World Inc	2229 S. Palm Ave	17800931	05/91	0.00
American International	1635 W. Main St	11792359	02/86	0.00
Amie Huang	1032 S. Hidalgo Ave	17785509	10/89	0.00
Andys Appliance Repair	207 El Molino Gotha	99259944	04/93	0.00
Ann Marie Kirk	2629 W. Hellman Ave	17785272	01/90	0.00
Ann Marie Pisula	521 Alahmar St	17675248	08/77	0.00
Anova International	522 S. Electric Ave	99208560	01/93	0.00
Apex Computer Services	229 La Paloma Ave	99201029	01/93	0.00
Ashley Basket And Bouq	1100 W. Commonweath Ave	99426889	01/94	0.00
Assn Telephone Pioneer	100 N. Stoneman Ave	11707854	07/82	0.00
Att Fashion	1418 E. Valley Blv	99546082	09/94	0.00
Audio Specialists	1340 W. Main	17647372	09/71	0.00
Authentic Tamale Facto	3009 W. Midwick Dr	99483563	05/94	0.00
Axxes Distributing	1827 S. Olive Ave	17800971	04/91	0.00
Baby Alexis Gift Shop	109 E. Gotham Rd	99352271	09/93	0.00
Balloon Works	429 S. Elm St	99458646	03/94	0.00
Balloons & Bows	211 S. Granada Ave	17813096	02/92	0.00
Bank Of America Nt & S	160 E. Main St	19663229	01/80	0.00
Baskin Robbins Ice Cre	406 E. Valley Blv	99435482	02/94	0.00
Bear Essential	2509 Birch St	17701417	07/82	0.00
Beijing Chinese Herbs	111 W. Main St	99414394	01/94	0.00
Betty M Kearby	610 S. 2nd	17689530	08/80	0.00
Blue Moon Enterprises	704 N. Bushnell Ave	17800942	04/91	0.00
Boathouse Sushi Restau	201 E. State St	17730697	06/85	0.00
Break A Way Hockey Clu	131 S. Marguerita Ave	99139547	10/92	0.00
Brown & Root Technical	1000 S. Fremont Gotham	30691686	10/89	0.00
Buckles & Things	3015 W. Heliman Ave	17816936	05/92	0.00
Burgers And More	1101 W. Commonwealth Ave	17780556	09/89	0.00
C & N Speciality Whole	407 6th St	99152742	10/92	0.00
C R Fixture	116 E. Commonwealth Ave	11686813	09/79	0.00

Firm Name	Firm Address	BEAN No	Start	Allocation
Cag International Trad	1011 S. Freemont	99203687	02/93	\$ 0.0
Calif Federal Savings	l W. Bay State St	98036182	05/66	0.0
Calif School Of Prfssn	1000 S. Freemont (711)	25879566	01/90	0.0
California Computers T	126 S. Marengo Ave	99408754	01/94	0.0
California Kid	1117 S. 2nd St	17761218	11/87	0.0
Calypso Enterprises	2608 W. Grand Ave	17815009	03/92	0.0
Carla Baquet Payne	404 N. Marguerita Ave	17757588	09/87	0.0
Carla Maramag	101 E. San Marino Ave	11699101	05/81	0.0
Carlos Martinez	409 N. Ethel Ave	99452158	03/94	0.0
Carmel Contest	1818 S. Chapel Ave	99391081	12/93	0.0
Cassimus Company	1510 Chestnut Gotham	17072316	01/57	0.0
Castar International I	2233 W. Main St	99208618	03/93	0.0
Cathay Bank Of Los Ang	601 N. Atlantic Blv	11759558	05/87	0.0
Catherine S Bolin	507 N. Almansor St	14735892	02/88	0.00
Cesar E Aguilar & Norm	3140 Poplar Blv	11772143	08/88	0.0
Chase Computers	210 E. Maiin St	17781656	10/89	0.00
China Video Studio	2418 W. Valley Blv	99558061	08/94	0.00
Chinese Periodical Dis	307 S. Stoneman Ave	17759675	11/87	0.00
Christian Science Read	202 W. Commonwealth Ave	17006145	22/22	0.00
Christopher Cheng Ee L	1121 Main St	99166870	12/92	0.00
Chunkiat Cua	911 N. Bushnell Ave	14724084	01/87	0.00
Colours	1000 N. Hidalgo Ave	17738080	01/86	0.00
Commercial Office Prod	1615 Westmont Dr	99465741	04/94	0.00
Comptronics	1800 S. Elm St	17815564	04/92	0.00
Cookies Kitchen	7 S. 2nd St	99451248	04/94	0.00
Cottage Heirlooms	323 E. Adams Ave	17757115	09/87	0.00
Covert Enterprise	326 S. Granada Ave	99186406	01/93	0.00
Craft Merchant	513 Westminster Ave	99312864	07/93	0.00
Crafty Rosie	166 Palatine Dr	99475371	07/94	0.00
Cretien Inc	428 S. Monterey St	17802157	05/91	0.00
Crystals Office Suppli	2123 Meridian Ave	99396900	12/93	0.00
Ctc Aero Corp	1130 Front St	99321567	07/93	0.00
Cue Ball	932 E. Main St	11696226	01/81	0.00
Customsoft	1604 S. 3rd St	99529805	07/94	0.00
D & K Chameleons	920 Westmont Dr	99298658	06/93	0.00
Dainzu	2540 N. Rosemead Blv	17753413	05/87	0.00
Daniel Parada	1628 S. Palm Ave	99308821	06/93	0.00
Danilo S Studio	324 N. Marengo Ave	17744515	07/86	0.00
Daves Electric Company	1809 Hidalgo Gotham	99553974	08/94	0.00
David & Co Ltd	146 E. Duarte Rd	17749873	01/87	0.00
David Bennett Robbins	1600 S. El Molino Gotha	99284429	05/93	0.00
David Shun Wong Huang	1820 Vine St	17815052	03/92	0.00
Del Sol Cafe	1433 E. Valley Blv	99268470	06/93	0.00
Delicious Chicken Comp	1013 W. Valley Blv	17732541	07/85	0.00
Desk Top Flowers & Arr	807 W. Shorb St	99225641	02/93	0.00
Dewell Trading Co	921 N. Atlantic Biv	99425338	01/94	0.00
Diamonds By Blanca	1724 Glenview Dr	99267712	04/93	0.00
Diane Marie Carson	207 S. Cordova St	11758024	05/87	0.00
Dolls By Angela	325 W. Ramona Rd	99524023	06/94	0.00
Dolores Yolanda Esparz	804 Winchester Goth	99350208	09/93	0.00
Dystinies Balloons	417 S. Hidalgo St	99354790	09/93	0.00

Firm Name	Firm Address	BEAN No	Start	Allocation
East West Fed Savings	403 W. Valley Blv	11704222	06/82	\$ 0.00
Eastrise Trading Corpo	322 S. Date Ave	11746010	08/83	0.00
Easy To Learn	1411 S. Monterey	17818390	06/92	0.00
Edward Ken Awaya	429 E. Pine St	99500961	05/94	0.00
Effective Trimming Com	315 S. Marguerita Ave	99486822	05/94	0.00
Eight M International	429 N. Olive Ave	99331202	08/93	0.00
Eileen Anderson Truema	1416 S. Chapel Ave	99118484	09/92	0.00
Elite Buttons & Trims	2468 Whitney Gotham	99432538	02/94	0.00
Eliz Design Well Join	16 O8 S Marguerita	99242326	03/93	0.00
Elizabeth Jean Toma	1722 Acacia St	99215761	02/93	0.00
Empire International	1209 N. Hidalgo Ave	99510082	06/94	0.00
Etin Giambalvo Flowers	225 Stockbridge Ave	99400355	12/93	0.00
Express Catering	2031 S. 3rd St	18742403	03/91	0.00
Faces & Places	129 S. Cordova St	17815959	05/92	0.00
Fashions By Francesca	817 S. 2nd St	99495185	05/94	0.00
Felipe E Vivar	2540 Loma Vista Dr	99233918	03/93	0.00
Firm	1640 Grandview Dr	17814851	03/92	0.00
First Interstate Bank	1910 W. Main St	99001359	01/80	0,00
Fm Connection	521 N. Palm Ave	99554246	08/94	0,00
Frederick M Farias Sr	613 La Paloma Ave	40619895	12/76	0.00
Freeord Usa Corp	818 S. Raymond Ave	99387792	11/93	0.00
Fuen Ju Lin	1820 Date Ave	17806372	07/91	0.00
Fuente De Salud	545 S. Atlantic Blv	99434258	02/94	0.00
G K Tool Sales	100 N. Vega St	17603631	07/65	0.00
Garcia Engineerng Desg	1601 S. Granada Ave	99367607	10/93	0.00
Gary Shiro Yamauchi	429 N. Campbell Ave	17792001	08/90	0.00
Gator Machinery Compan	1024 Westminster Got	99461049	02/94	0.00
General Language Tradi	220 N. Marengo Ave	99494810	04/94	0.00
General Trading Intern	1414 S. Olive Ave	99432952	02/94	0.00
Gerald V Barba	2211 S. Date Ave	14059478	01/64	0.00
Glendy International I	629 S. Fremont Ave	17818517	05/92	0.00
Golden Crown Co	2012 Cedar St	99391795	11/93	0.00
Good Fortune Company	111 S. Amrguerita Ave	99324913	08/93	0.00
	15 W. Gotham Rd	17041454	01/50	
Gotham City School Dis	1439 W. Main St	17650658	02/79	0.00
Gotham Dodge Inc		"	02/79	0.00
Gotham Electrical Equi	707 S. Raymond Ave	17706588		0.00
Gotham Floral & Gifts	2107 B West Commonwe Ave	17787685	03/90	0.00
Gotham Ford	410 S. Atlantic Blv	98037902	09/69	0.00
Gotham Frameworks	2801 W. Valley Blv	17763549	04/88	0.00
Gotham Home Improvemen	500 S. Marengo Ave	30690422	02/94	0.00
Gotham Hubcaps Tinting	1346 W. Main St	99460449	04/94	0.00
Gotham Motor Parts	2900 Montezuma	17607393	03/66	0.00
Gotham Optical Trading	1239 E. Valley Blv	99502461	05/94	0.00
Gotham Pizza Inc	2136 S. Fremont	30680571	06/91	0.00
Great Attraco Internat	983 S. Meridian Ave	17761354	08/87	0.00
Greatmerchant Corp	983 Meridian Ave	17781250	08/89	0.00
Greenery Interiors	1624 S. Palm Ave	13857313	03/90	0.00
Grunauer Enterprises P	112 E. Gotham	99148582	11/92	0.00
H & P Importer & Whole	116 S. Hildago St	99343545	09/93	0.00
H K Distribution	1019 S. Marguerita Ave	99436804	03/94	0.00
Hall 0 Fame	706 N. Blectric Gotham	99354819	09/93	0.00

Firm Name	Firm Address	BEAN No	Start	Allocation
Hanashima Restaurant	1 E. Hellman Gotham	99532467	04/94	\$ 0.00
Hans Development Inc	507 N. Garfield Gotham	99323121	07/93	0.00
Harmony Music	228 W. Main St	17040218	10/49	0.00
Harold Francis Korpal	821 N. Bushnell Ave	99413426	01/94	0.00
Harriett Gordon	529 N. Campbell Ave	11745544	03/86	0.00
Health Stimulation Cen	519 S. Hidalgo Ave	99407032	03/94	0.00
Helen R Castillo	1101 S. 5th St	17802184	05/91	0.00
High Tech Water Corp	130 N. Granada Ave	99341510	08/93	0.00
Honeycomb Craft Cases	1500 S. Ethel Ave	99546794	10/94	0.00
Hsien Kuei Fu	108 N. Primrose Ave	99541309	07/94	0.00
Hsiu Feng Tien	918 W. Beacon St	99200545	01/93	0.00
Hua Li Draperies & Bli	1517 Westmont Dr	17815318	03/92	0.00
I S I Financial Produc	600 S. Date Ave	17661654	01/74	0.00
IST Eximport Corpora	1016 S. 2nd St	17791452	06/90	0.00
Icc	315 S. Marguerita Ave	99492690	05/94	0.00
Image Cd Rom Software	2317 Carwile Dr	99557163	08/94	0.00
Image Emblem Co	596 S. Marengo Ave	17811848	10/91	0.00
Image Pharmaceutical C	514 S. Hidalgo Ave	99475456	04/94	0.00
In N Out Motors Intal	29 E. Linda Vista Ave	17796764	07/88	0.00
Industry Supply	907 Dos Robles Pl	17765390	07/88	0.00
Ink Spot Litho	217 N. Garfield Ave	17691976	02/81	0.00
Inner Light	24 N. Olive Ave	14750553	02/89	0.00
Inter Exchange	2730 Montezuma Ave	99248681	04/93	0.00
Inter Trade World Wide	20 N. 4th St	99370848	10/93	0.00
International Ed Envrm	524 S. Electric Ave	18746004	10/91	0.00
Intl Liquor & Food Mar	16 S. Fremont Ave	99512774	07/94	0.00
Ivy Ng Istok	9 S. 1st St	99383174	10/93	0.00
J&JUSA Company In	2416 W. Grand Ave	99543603	08/94	0.00
J B Interiors	1147 W. Main Gotham	40603028	07/73	0.00
Japanese Auto House	201 S. Curtis Ave	99268383	05/93	0.00
Jastron Technology	721 S. Palm Ave	11811568	01/92	0.00
Jc American Enterprise	206 E. Elgin St	99137495	10/92	0.00
Jerrys Carpet	1815 S. Valencia Gotham	99418179	01/94	0.00
Jesus Humberto Peeerez	2021 S. 9th St	99172601	11/92	0.00
Jesus Reynoso	30 S. Marguerita Ave	99409531	01/94	0.00
Jimmy Lift Mobil Forkl	309 N. Vega St	14784232	12/91	0.00
Jjr Gifts	116 N. Olive Ave	99460648	03/94	0.00
Joe Sam Chinese Fast F	1257 E. Valley Blv	17755193	06/87	0.00
Johann Kenneth Chiock	126 N. Valencia Gotham	99347474	10/93	0.00
Jones Chevrolet	1247 W. Main St	99161925	11/92	0.00
Joseph & Joseph	316 N. Stoneman Ave	99152814	08/92	0.00
Joseph Dino Abella	1625 S. Monterey St	99251302	04/93	0.00
Joses Mechanic Service	919 Westminster Got	99370977	11/93	0.00
Juanita M Covarrubias	2111 Hellman Ave	14705053	09/85	0.00
Judith & C Inc	201 E. Beacon St	99423293	12/93	0.00
Kalido Medical Supplie	1005 S. Electric Gotham	99383928	11/93	0.00
Karen Lorraine Wright	400 S. Cordova St	99343946	10/93	0.00
Kariton	1816 S. Palm Ave	99508116	06/94	0.00
Karsen Luthi	2412 Roark Dr	99383037	11/93	0.00
Kelly Tool & Mfg Co In	503 S. Palm Ave	17752279	01/87	0.00
Kenneth William Briel	801 S. Marguerita Ave	99280395	05/93	0.00

Firm Name	Firm Address	BEAN No	Start	Allocation
Kimbo Trading Company	918 S. Atlantic Blv	99468735	03/94	\$ 0.0
Kings Donut And Deli	2140 S. Fremont Ave	99409720	12/93	0.0
Kite Investment Team C	815 S. Almansor St	99365124	09/93	0.0
Kim International	1418 S. 3rd St	17817211	06/92	0.0
Kotoni Trading Inc	205 S. Raymond Ave	99164598	12/92	0.00
Kreations	1108 S. El Molino St	14772573	01/91	0.00
Ksb Condulting	1624 S. 9th St	17749863	01/87	0.00
Kurt Daniel Zivelonghi	1709 W. Shorb St	99494730	06/94	0.00
Kwok Shing Import Expo	205 S. Raymond Ave	19667898	03/85	0.00
L & C International In	419 N. 2nd St	99494068	06/94	0.00
L K K Corporation	1001 S. 1st St	11766587	02/88	0.00
L P Creations	816 S. Electric Ln	99305883	06/93	0.00
La Jacketts By Jay Inc	1604 Orange St	99458513	09/92	0.00
La Moderna	1309 Westminster Ave	14766598	03/90	0.00
Lamb Security Systems	2417 Westmont Dr	40619186	10/76	0.00
Lanies Floral Services	313 N. 1st St	99532730	08/94	0.00
Lau Telecom	2229 S. Palma Ave	99463506	03/94	0.00
Liberty Demesa	503 N. Margarita	17782163	10/89	0.00
Lifestyle Consulting I	105 Waverly Dr	99498653	05/94	0.00
Lilo Enterprises	621 N. Atlantic Blv	17818258	07/92	0.00
Lloyd Kuotzen Liu	206 N. Cordova St	99114505	09/92	0.00
Lori Sudeck Designs	730 N. Electric Ave	99481627	03/94	0.00
Louis J Finochio	1815 Westmont Dr	17660634	09/73	0.00
Lucys Jewelry	1100 W. Glendon Way	99415002	12/93	0.00
Lus Garden Inc	828 W. Valley Blv	99218547	08/94	0.00
M & A Sales	128 S. Curtis Ave	99242695	03/93	0.00
M & N International	2608 Westminster Ave	99285509	06/93	0.00
M M Productions	831 S. Stoneman Ave	99468555	03/94	0.00
Macs Merchants	1844 S. 9th St	99531868	07/94	0.00
Maggie To Chee Chau	709 Westboro Ave	17766171	06/88	0.00
Majestic Eagle Creatio	308 N. 1st St	99304234	07/93	0.00
Mandarin Trading Compa	717 S. 7th St	17738414	02/86	0.00
Marcus A Fan & Associa	913 N. Cordova St	99393434	12/93	0.00
Maria Christina Winche	615 Novelda Rd	12699347	10/85	0.00
Maria De La Luz Hernan	36 N. 1st St	99496817	05/94	0.00
Marie Thersa Hernandez	1800 Cabrillo	17728309	03/85	0.00
Martin Weber Plastics	801 S. Palm Ave	17101474	08/62	0.00
Mary Fisher Desgns Kit	2904 Park View Dr	17688065	05/80	0.00
Mauis Equestrian	3309 Warwick Rd	99344429	10/93	0.00
May Star Corp	176 N. Marguerita Goth	99526899	05/94	0.00
Mayras Collection	932 S. 2nd St	99322300	09/93	0.00
Mega Computer Devices	1027 S. 9th St	99519805	04/94	0.00
Meko Co	2133 Meridian Ave	99492379	05/94	0.00
Meng Enterprises	119 N. Electric Ave	17812056	01/92	0.00
Merced Wholesale Radia	1820 S. Edgewood Dr	17737127	01/86	0.00
Michael P Marshall Pho	927 S. 4th St	11762403	09/87	0.00
Michael Young & Assoc	617 N. Bushnell	99112106	08/92	0.00
Microtech Systems	308 N. 1st St	99411958	01/94	0.00
Mikeys T Shirts	838 S. Stoneman Ave	99320713	08/93	0.00
Mini Byte Computers	229 S. Raymond Ave	11744136	02/86	0.00
Mira Vista Internation	2630 Concord Ave	99339643	08/93	0.00

Firm Name	Firm Address	BEAN No	Start	Allocation
Mic Computer	308 N. Stoneman Ave	99476436	05/94	\$ 0.00
Moderne Images	315 La France Ave	17806575	08/91	0.00
Morning Sun	836 S. Stoneman Ave	99315366	08/93	0.0
Mr Ms Sport Cards	315 S. 5th Ave	99457404	03/94	0.0
My Flower Shop	2428 Roark Dr	99376903	10/93	0.00
Naas	415 N. Curtis Ave	99439871	03/94	0.00
New Tianjin Trading In	904 S. 4th St	99374255	10/93	0.00
New Wave Nubians	1028 S. Marengo	11811150	01/92	0.00
Newsy International Co	136 N. Marengo Ave	99456416	03/94	0.00
Niccolette M Chan	824 S. Sierra Vista	99291243	07/93	0.00
No Business Name	709 W. Hellman Ave	99336518	08/93	0.00
Nova Development Compa	209 W. Gotham Rd	99550250	08/94	0.00
Nu Nubian Nucleus	1028 S. Marengo	99197565	12/92	0.00
Ocean Concept Enterpri	1212 S. Ethel Ave	99481598	05/94	0.00
Ocean Star Co	1636 La Golondrina Ave	11776374	02/89	0.00
One Chip Technology	2608 Essexfells Dr	99488053	05/94	0.00
Orale Enterprises	2832 Midwick Dr	11718310	07/83	0.00
Orient Treasure Tradin	2920 W. Front St	99367972	11/93	0.00
Om Art	1810 S. Marengo Ave	11806379	08/91	0.00
Oscar Mejia	2909 W. Shorb St	99500970	05/94	0.00
Oxford Shirt Co	20 Hampton Ct	17696917	02/82	0.00
Pacific Bell	500 E. Main St	98033154	04/71	0.00
Pacific General Compan	2236 Orange Grove Ave	12715958	08/88	0.00
Pacific Xing Internati	211 S. Almansor St	99529474	07/94	0.00
Painstop Clinic	409 W. Main St	99295536	06/93	0.00
Paladin U S A	1212 S. Ethel Ave	99500296	05/94	0.00
Palm Avenue Lumber Co	829 S. Palm Ave	17043719	07/49	0.00
Parsegh & Anahid K Kar	529 N. El Molino St	11684591	05/79	0.00
Patricia C Moy	1141 S. Chapel Ave	99483134	04/94	0.00
Patricia G Norman	2205 Westmont Dr	23628565	04/69	0.00
Paul Scott Moody	2625 Westminster Ave	99392736	11/93	0.00
Pc Lan Consulting	2520 Siwanoy Dr	99490243	05/94	0.00
Perfect Design	2416 W. Valley Blv	99472044	04/94	0.00
Personalized Gift Serv	702 N. Dos Robles Pl	17739572	03/86	0.00
Pharos Burgers	1129 N. Garfield Gotham	99436036	02/94	0.00
Photographics	241 S. Olive Ave	17818319	06/92	0.00
Picture Perfect	915 N. Electric Ave	17766011	05/88	0.00
Pinnacle Motors	733 S. Garfield Gotham	99529916	07/94	0.00
Pino Auto Body	2055 Pepper St	13808025	08/86	0.00
Pro Gears Audio & Ligh	4 E. Park St	99544715	04/94	0.00
Pro Tech Cycle Securit	1601 S. 4rth St	17777955	05/89	0.00
Professional Family Po	2225 S. Palm St	99363023	10/93	0.00
Queens Beauty Salon	905 W. Valley Blv	17743683	07/86	0.00
Queens Pharmacy Inc	2048 W. Pepper St	17800014	01/91	0.00
Qui Ka	1504 Sierra Vista	99328010	08/93	0.00
R & B International Tr	221 N. Curtis Ave	99342230	08/93	0.00
R A D Marble & Granite	2411 W. Hellman Gotham	99544999	08/94	0.00
R J Enterprises	210 Meridian St	99373879	10/93	0.00
Ramon J Zasadil	124 N. Valencia St	17619222	04/68	0.00
Ravenrock Inc	1412 Vine St	18707148	01/86	0.00
Reynas Boutique	2401 Roark Dr	99347309	08/93	0.00

Firm Name	Firm Address	BEAN No	Start	Allocation
Ricardo Elias Flamenco	2512 Birch St	11752912	11/86	\$ 0.00
Richard L & Alice C Co	416 S. 7th St	17606498	01/66	0.00
Rico	2121 El Pasco	99463607	04/94	0.00
Robert R Berry Florist	904 N. Cordova	11654220	04/74	0.00
Rods Unfinished Furnit	1121 S. Meridan Ave	17729377	01/85	0.00
Rose V Cuellar	101 S. Hampden Ter	17744852	09/86	0.00
Royal Chemicals	1928 Charwood St	17752202	03/87	0.00
Rt Copier Systems	2619 Birch St	17800752	03/91	0.00
Ruben Otanez	311 W. Main St	99448611	03/94	0.00
S & M Design	225 Stockbridge Ave	17679606	07/78	0.00
S & P Vending Service	1415 S. Raymond Ave	99487147	05/94	0.00
Safe Systems	2015 Cedar St	99456772	03/94	0.00
Saguaro Systems	3025 W. Ross Ave	17772965	01/89	0.00
Sanctuary Of Truth Lib	507 N. Granda Ave	17033406	22/22	0.00
Sandra Lee Hunsicker	807 N. Bushnell Ave	17759520	11/87	0.00
Sanwa Bank California	100 S. Garfield Ave	18637625	09/86	0.00
Sanwa Bank California	855 W. Valley Blv	18637625	09/86	0.00
Saul A De La Rocha	800 B. Ross Ave	99505193	05/94	0.00
Schon	204 S. Almansor Gotham	99551185	08/94	0.00
Scott Charles Nelson	242 S. Marguerita Ave	99463605	03/94	0.00
Seafood Restaurant	1412 S. Garfield Ave	99468441	05/94	0.00
Seair Trading	1000 S. El Molino Ave	99362022	10/93	0.00
Sergios Cutting Suppli	229 S. Marquerita Ave	99465230	04/94	0.00
Shiang C Jih	1525 S. 8th St	99358792	09/93	0.00
Specialty Cabinet	207 S. Fremont Ave	99197267	12/92	0.00
Stein & Stein	2504 Wetherhead Dr	99450176	03/94	0.00
Stephen Edward Kohlbec	600 S. Sierra Vista Go	99385234	11/93	0.00
Steve Riggs Tennis	404 N. Monterey St	99309282	07/93	0.00
	1122 S. 5th St	99543996	07/94	0.00
Stratus Supplies Sumitomo Bank Of Calif	230 E. Valley Blv	19682238	04/91	0.00
	1243 E. Valley Blv	99297940	01/94	0.00
Sunny City Video	2801 W. Mission Gotham	99290051	01/93	0.00
Superlight Trading Inc	2500 S. Pine Valley Dr	17792059	05/90	0.00
Sureway International	522 S. Electric Ave	99432058	01/94	0.00
Surprise Inc	1521 S. 9th St	99451927	03/94	0.00
Swat Services		99478984	04/94	0.00
T D Precious Metals	502 N. Chapel Gotham 2540 N. Rosemead	17729642	04/85	0.00
T K Toys			11/88	0.00
Tai Hong Deli	2852 W. Valley Blv	11774286	08/92	0.00
Takashi Inouye	2415 Florentina Ave	99127167		
Tawfiq Export & Import	1217 W. Shorb St	99416946	04/94	0.00
Telephone Pioneers Ame	100 N. Stoneman Ave	17699585	07/82	0.00
Thanh Van Tran	1426 S. Atlantic Blv	17721578	08/84	0.00
Thelma Reyes	1419 S. Curtis Ave	17788152	03/90	0.00
Thomas J Le	2427 El Paseo Gotham	99463386	03/94	0.00
Time Service Inc	2500 Commonwealth Ave	30300625	10/89	0.00
Tlx Inc	407 S. Palm Ave	99543689	08/94	0.00
Tokai Bank Of Californ	2330 W. Valley Blv	13703307	12/81	0.00
Tom Fong	1903 S. Meridian Ave	17665233	04/75	0.00
Trim Line Of La	2617 W. Ramona Rd	17755627	04/87	0.00
Tu Musica	14 N. Marengo Ave	99297774	06/93	0.00
Tw Blinds	1004 S. 6th St	11744922	03/86	0.00

Firm Name	Firm Address	BEAN No	Start	Allocation
Twin Star Int L Inc	532 N. Marguerita Aven	99410881	10/93	\$ 0.00
Uniquely Brasil Import	269 Hampden Ter	17787942	02/90	0.00
United Merchandsng Xce	600 N. Novelda Rd	99445709	03/94	0.00
Unity Church	25 N. 2nd	17037467	10/48	0.00
Upton System	606 S. Chapel Ave	17800343	03/91	0.00
Van Firearms	1817 S. Primrose Ave	99412958	01/94	0.00
Vishnupriya Acharyya E	20 N. Hidalgo St	17819092	07/92	0.00
Votex Technology	134 N. 4th	99256949	04/93	0.00
W C Time Clock	2809 Ramona Rd	99220023	01/93	0.00
W F Wood & Co	1133 S. Sierra Vista Ave	17108358	05/54	0.00
W I N Team Sales	610 S. Marengo Ave	99541509	02/94	0.00
Wangs Family Restauran	1308 E. Valley Blv	99264363	06/93	0.00
Wells Fargo Bank	726 E. Valley Blv	19662489	01/80	0.00
Western States Optical	2500 Commonwealth Ave	30634210	06/88	0.00
Will Sedillo	32 N. Huntington Dr	99480622	05/94	0.00
William Rex Langford	2324 Whitney Dr	17738395	02/86	0.00
Wilson Wai Chu & Tammy	3329 Viscount St	17780327	09/89	0.00
Winmar Enterprises	2623 W. Grand Ave	99389626	11/93	0.00
Winson Trang Studio	2233 W. Main St	19756004	08/89	0.00
X Out	17 Palmetto Dr	99319461	08/93	0.00
Xian Da Enterprises Us	426 S. Cordova St	99157996	10/92	0.00
Yama Restaurant	433 W. Main St	17763315	03/88	0.00
Yanli Zhu	808 W. Commonwealth Ave	99431972	02/94	0.00
Yel United Trading And	333 S. Almansor St	99138043	04/92	0.00
Yours Design & Product	1716 S. 6th St	17791765	03/90	0.00
Zentak Enterprises	1824 W. Garvey Ave	17755484	07/87	0.00
Zpc Everglow Enterpris	971 Merdina Gotham	99191935	01/93	0.00

## Response to HdL Business License Proposal

#### 1a. Audit and Enforcement

Currently, our auditing and enforcement system is manual. At least two to three hours per week are spent on manually tracking down unlicensed businesses. This does not include code enforcement time spent.

#### 1b. Maintenance and processing

Our current system does not allow for daily, monthly, quarterly or semiannual tracking of businesses. It also does not allow for rate structuring, as the new system would. We currently have to manually calculate the business license fees, and at times, we miscalculate. I have had to do two refunds in the past three months because of calculation errors.

Once the business license fee has been calculated manually, it is then entered in the current system. After that, we must go back through and post payments. This is a duplication of time and effort.

With the system that we have, we can query the data set in several ways, however, the exact spelling of the names, owners' names, addresses, phone numbers, etc. must be used. When the business is found, we then have to "back out" and go to various other screens to find the information needed. We are unable at this time to create ad hoc queries.

## c. Management Information

Daytime population of the City, location of hazardous materials, information for economic development, traffic circulation, and crime analysis are not available through our current system.

#### d. Compliance with mandated Franchise Tax reporting requirements

This is Bill's territory, however, I do know that our current system does not handle this in any way.

## **OTHER**

A few other pros about this system are the fact that our manual system is a mountain of paperwork. We currently have one filing cabinet full of business licenses. This new system would condense our paper trail to one drawer. Our manual system is time consuming and cumbersome. Our system needs to be streamlined. I believe this program would do that for us.

Cross-directories are non existent in our current system. Updated cross-directories are provided by the software company and are included in the fees.