

ATTACHMENT B

CONTRACT GOVERNING ACCESS TO CONFIDENTIAL TAXPAYER DATA

The City of Newport Beach ("City") has retained Avenu Insights and Analytics, LLC ("Avenu/MuniServices") to provide sales and use tax analysis, identify errors and omissions which may have resulted in deficient payments to the City, detect misallocations and prepare documentation to the California Department of Tax and Fee Administration ("CDTFA") to recover revenue.

In order to provide such services, it is necessary for Avenu/MuniServices staff to have access to confidential sales and use tax records of the CDTFA pertaining to its administration and collection of sales and use taxes.

Section 7056(b) of the California Revenue & Taxation Code ("RTC") provides that access to such confidential data by any person other than an employee or officer of a city is conditioned upon there being an existing Resolution by the City designating the person to examine the records, data and other information and certifying that the individual meets the conditions specified in RTC Section 7056(b)(1), including the requirement of RTC Section 7056(b)(1)(A), that there be an existing contract with the City to examine the sales and use tax records that meets all requirements of RTC Section 7056(b)(1), subdivisions (A) through (D).

The City and Avenu/MuniServices wish to enter into a Contract complying with the legal requirements described in RTC Section 7056.

Therefore, Avenu/MuniServices and the City do hereby further agree as follows:

1. In connection with the sales and use tax analysis and other functions described above, Avenu/MuniServices (acting through its partners, associates and employees, whose identities shall be set out in a list maintained by the Finance Department) is hereby authorized to examine all confidential records and data of the CDTFA, pertaining to the ascertainment of the sales and use taxes collected or to be collected by the CDTFA.
2. Avenu/MuniServices, and its partners, associates and employees, will disclose any information contained in, or derived from, those sales and use tax records only to officers or employees of the City who are authorized by resolution to examine the information.
3. Avenu/MuniServices will ensure that each of its partners, associates and employees who will have access to confidential sales and use tax records has done each of the following prior to, and as a condition of, access to such records:
 - a. Read this Contract;
 - b. Signed the list of Avenu/MuniServices personnel who will be provided with access to confidential sales and use tax records and information pursuant to this Contract;

- c. Acknowledged through such signature on the Finance Director's list that he or she is bound by this Contract and by the legal requirements of RTC Section 7056 with respect to the confidentiality of sales and use tax records; and
 - d. Agreed through such signature not to provide consulting services to any retailer during the term of this Contract.
4. Avenu/MuniServices will return or (at the City's request) ensure the destruction of all sales and use tax documents disclosed pursuant to this Contract, as well as all other documents containing information derived from those sales and use tax documents, prior to the termination of this Contract.
5. This Contract shall terminate ninety (90) days after the termination of the Avenu/MuniServices' services to the City. Avenu/MuniServices and its personnel who have been provided with confidential sales and use tax records and information pursuant to this Contract shall not retain in their files or in any other document the confidential state sales and use tax information to which they have received access after this Contract.

[SIGNATURES ON NEXT PAGE]

In witness whereof, Avenu Insights and Analytics, LLC have executed this Contract as of this ____ day of ____ 2019.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 8/1/19

By: 
Aaron C. Harp
City Attorney

08.01.19
dmz

**CITY OF NEWPORT BEACH,
A California municipal corporation**

Date: _____

By: _____
Grace K. Leung
City Manager

**CONSULTANT: AVENU INSIGHTS &
ANALYTICS, LLC, a Delaware limited
liability company**

ATTEST:

Date: _____

**BY: AVENU HOLDINGS, LLC, a
Delaware limited liability
company**

Date: _____

By: _____
Leilani I. Brown
City Clerk

ITS: _____
Paul Colangelo
Chief Executive Officer

Date: _____

ITS: _____
Michael Melka
Chief Financial Officer

[END OF SIGNATURES]