

**AMENDMENT NO. 4 TO CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
MUNISERVICES, LLC**

This **Amendment No. 4** ("Amendment") is made by and between the City of San Leandro ("City") and MuniServices ("Consultant") (together sometimes referred to as the "Parties") as of September 8, 2015, and amends that certain Consulting Services Agreement ("Agreement") dated September 8, 1992, between the Parties.

**WHEREAS**, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to sales, transaction, and utility users' tax records; and

**WHEREAS**, AB 1717 (Ch. 885, Stat. 2014) the Prepaid Mobile Services Telephony Service Surcharge Collection Act ("AB 1717") was enacted with an effective date of January 1, 2015 and a collection date commencing January 1, 2016, and establishes a statewide method of collecting the City's Utility Users' Tax (hereinafter "UUT") and Emergency Communication System Access Tax (hereinafter "911") on prepaid wireless services;

**WHEREAS**, AB 1717 imposes certain restrictions on third party consultants of the City who are designated and authorized by the City to examine certain State Board of Equalization (hereinafter "BOE") documents relating to the collection of the City's UUT and 911 on prepaid wireless services as covered by AB 1717;

**WHEREAS**, the Parties desire to amend the Agreement to authorize Consultant to examine and disclose the BOE's records relating to prepaid local charges collected.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Exhibit A of the Agreement entitled "Scope of Services" is hereby amended to read:
  - a. MuniServices is authorized to examine the BOE's records pertaining to the prepaid local charge, specifically prepaid wireless UUT and 911 (collectively, the "Records") and to use such information only for purposes related to such collection;
  - b. MuniServices shall disclose information contained in or derived from, the Records only to an officer or employee of the City authorized by resolution to examine the information;
  - c. MuniServices shall not perform any consulting services for a "seller", as defined in AB 1717 during the term of the Agreement;
  - d. MuniServices shall not retain information contained in, or derived from, the Records after the Agreement has ended;
  - e. MuniServices shall, to the same extent as the BOE, be subject to Revenue and Tax Code Section 55381, relating to unlawful disclosures;

2. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

MUNISERVICES, LLC

\_\_\_\_\_  
Chris Zapata, City Manager

\_\_\_\_\_  
[NAME, TITLE]

Attest:

\_\_\_\_\_  
Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

\_\_\_\_\_  
David Baum, Finance Director

\_\_\_\_\_  
010-12-051-5120  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

(2015)