

**TOWN OF FAIRFAX
STAFF REPORT**

To: Mayor, Members of the Town Council

From: Michael Rock, Town Manager 
Laurie Ireland-Ashley, Finance Director

Date: March 2, 2011

Subject: Discussion/Consideration of terminating Agreement with Muni Services for administering the Business License Program

DISCUSSION

At the February 2, 2010 Town Council meeting many business owners expressed concerns regarding the recent decision to outsource the business license program to Muni Services. After hearing testimony from many businesses the Town Council directed staff to review the Muni Services agreement specifically the section on termination of the agreement provisions.

The Muni Services contract stipulates the following:

III. Termination: This agreement may be canceled by either party upon 60 days written notice to the other party. In the event of such termination, Consultant shall return all data collected by Consultant and tender all documents prepared by Consultant to the Town in a commercially reasonable format prior to the end of such 60-day period.

All confidential data would be returned to the Town.

Logistically, if the contract with Muni is terminated, and runs the 60 day window, the preponderance of the processing will have taken place. Any "in process" items would be completed through Muni as the contract winds down. Any new Business License that Muni received after a certain date in the countdown would be forwarded to the Town to complete. . At this point Muni has mailed all the renewal letters and processed many of the business licenses.

The Town would receive the data of all the licenses issued and supporting documentation needed.

Town staff made several requests to Muni on March 3, 2011 which are outlined in the attached letter which was sent to Fairfax businesses In addition to the requests made in the attached letter Town staff requested the following from Muni: (1) no charge for non-profits, (2) no issuance of annual business license for contractors until they do their first job of the year in Fairfax, (3) allowing Town staff to scan received business licenses directly to Muni staff for processing, (4) addressing the concerns of our citizens in regards to the parent company. All requests were granted by Muni.

ATTACHMENT

Attachment A: Letter to Fairfax Businesses
Attachment B: Muni Services Agreement
Attachment C: Business License Forms



TOWN OF FAIRFAX

142 BOLINAS ROAD, FAIRFAX, CALIFORNIA 94930
(415) 453-1584 / FAX (415) 453-1618

Dear Fairfax Business Owners:

At their February 2, 2011 meeting the Town Council heard from many businesses in Fairfax. Merchants testified that outsourcing the business license program to a private company (Muni Services) and sending their business license fee to a processing center in Alabama was not acceptable to them. Many businesses expressed concern about not keeping the money local to directly benefit the Town. Business owners objected to divulging their social security number to Muni Services. Due to the concerns of many of our businesses, Town staff has directed Muni Services to make the following changes, effective February 4, 2011:

- **Businesses may pay their businesses license fee directly to the Town, in person at Town Hall or through the mail to the Town Hall address: 142 Bolinas Road, Fairfax, CA 94930.**
- **Businesses do not have to divulge their social security number or employer identification number.**
- **A delinquent penalty will not be assessed until after March 15, 2011 instead of February 16, 2011 as stated on the business license that was mailed by Muni Services.**

The contract with Muni Services states the following regarding the privacy rights of information Muni Services receives from our business owners: *"Consultant shall not disclose to any third party any data it receives in conjunction with its performance of the work hereunder except in accordance of the order of a court. Consultant agrees that all documents produced in the performance of this agreement shall be the property of the Town and Consultant shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Town."*

The Town Council will be discussing this issue on March 2, 2011 at their regular meeting and will discuss whether to continue having this service provided by Muni Services.

If you have any questions about these changes or have any other questions about the business license program please feel free to call the Town at 453-1584.

Sincerely,

Michael Rock
Town Manager

**PERSONAL SERVICES AGREEMENT
TOWN OF FAIRFAX**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the Town of Fairfax, (hereinafter referred to as "Town") and Muni Services, LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Town desires to offer outsourcing of the Business Licenses for the citizens of Fairfax, and the Consultant was recommended as a result of the Sales Tax review; and;

WHEREAS, Consultant represents to Town that Consultant is qualified, competent and experienced to perform the aforementioned work,

Therefore, in consideration of the mutual covenants below, the parties agree as follows:

I. Term of Agreement: This agreement shall be from the start date on the attached agreement September 1, 2010 and continues until terminated by either party.

II. Scope of work: Consultant shall provide the Town with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full in accordance with a schedule to be established in the reasonable discretion of the Town. The duties and services required of Consultant under this agreement and pursuant to this section II are referred to throughout the remainder of this agreement as "the Work".

- a. **Responsible Individual:** Consultant represents and warrants that the execution of this agreement has been approved by Consultant and that person executing this agreement on behalf of Consultant has the full authority to do so.
- b. **Work Schedule:** Consultant shall be available to complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.
- c. **Compensation:** In consideration of the performance of Work described in this Section II, Consultant shall be compensated at the rates set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge Town for any administrative expenses or overhead without limitation, facsimile, mileage and /or any other expenses incurred by Consultant in connection with the Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid under this section II c represents the full amount due and owing in connection with the performance of the Work.
- d. **Amendments:** In the event Town desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this agreement, specification of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Attachment "B"

- e. **Consultant's Responsibility:** It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that Town relies upon the professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work. Acceptance by the Town of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment the Work can and shall be completed for a fee the amounts set forth in Section II.c of this Agreement.
- f. **Insurance:** Consultant shall provide proof of insurance coverage during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$1,000,000 per claim. The Town of Fairfax shall be named an additional insured by separate endorsement on the liability coverage. Consultant shall provide notice to the Town of any change in or limitation of coverage or cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirement shall also be provided.
- g. **Confidentiality; Ownership of Documents:** Consultant shall not disclose to any third party any data it receives in conjunction with its performance of the Work hereunder except in accordance with the order of a court. Consultant agrees that all documents produced in the performance of this Agreement shall be the property of the Town, and Consultant shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Town.

III. **Termination:** This agreement may be canceled by either party upon 60 days written notice to the other party. In the event of such termination, Consultant shall return all data collected by Consultant and tender all documents prepared by Consultant to the Town in a commercially reasonable format prior to the end of such 60-day period.

IV. **Indemnification:**

- A. Consultant is an independent contractor and hereunder responsible for its own taxes. Any assistants or employees are not in any way, sub-agents, agents or representatives of the Town. The Town is not responsible for the performance of any service or services required herein to be performed by Consultant, or any act or omission on the part of the Consultant, assistants or employees of the Consultant.
- B. Consultant shall indemnify, defend, and hold harmless Town, its officers, agents, employees, and volunteers from all costs, expenses, claims, suits, or actions of every name, kind, and description, brought forth on account of injuries to or death of any person or damage to property arising or resulting from or connected with the willful misconduct, negligent acts, errors or omissions by Consultant, or any person directly or indirectly employed by or acting as agent for Consultant, in

Consultant's performance of this Agreement, Consultant's operation of the Project or Consultant's use of the Town facilities, except to the extent arising from willful misconduct or negligence of the Town, its officers, agents, employees, or volunteers. It is understood that the duty of Consultant to indemnify and hold Town harmless includes the duty to defend as set forth in Section 2778 of the California Civic Code and that this indemnification by Consultant shall include all costs and expenditures including attorney's fees incurred by Town or its employees, officers or agents with respect to such claim or suit and Consultant will, if requested by Town, defend any litigation arising out of such claims at the sole cost and expense of Consultant. This indemnification and hold harmless clause shall apply whether or not Consultant's insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

V. General

1) No party to this Agreement may assign any right or obligation pursuant to this Agreement without prior written approval. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

2) Time is of the essence in the performance of all terms and conditions in this Agreement.

3) This agreement shall be governed by the law of the state of California.

4) Notices under this agreement shall be delivered to the Town of Fairfax, in care of the Town Manager, 142 Bolinas Road, Fairfax, CA 94930, and to the Consultant in the care of MuniServices, LLC, Attn: Legal Department, 7335 North Palm Bluffs Ave. Fresno, Ca 97311

5) In the event of litigation related to this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

6) This agreement may be executed in counterparts.



Marc Herman, President
MuniServices, LLC

Date: 10-22-10



Michael Rock, Town Manager
Town of Fairfax

Date: 11-15-10

EXHIBIT A

SCOPE OF WORK

MuniServices Business License Tax Management Services include the following three components:

A. Discovery Services. The discovery service portion of the LTC service is designed to identify entities subject to the Town's local business tax that are not properly registered with Town or otherwise not reporting business taxes to Town. In performing the Discovery Services, MuniServices shall:

1. Establish a comprehensive inventory of the entities subject to the Town's local business tax and determine the database elements needed to facilitate a comparative analysis with Town's records of those entities that are properly registered;
2. Compare MuniServices records with Town records to identify potential non-reporting and non-registered entities subject to the Town's business tax;
3. Assist each confirmed unregistered or non-reporting entity, as necessary, to complete Town's applicable registration form(s) and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate);
4. Invoice entity (including supporting documentation) on behalf of Town for the amount of identified deficiencies, with payment to be remitted to Town or to MuniServices;
5. Establish a call center open during normal business hours to assist entities regarding questions concerning application of Town's taxes and entity's reporting and remittance requirements; and
6. Educate entity regarding Town's reporting requirements to prevent recurring deficiencies in future years.

B. Audit Services. The audit services portion of the LTC service is designed to identify entities subject to the Town's business tax that are underreporting their business taxes and to review the entities' records to ensure compliance with Town's taxes. In performing the Audit Services, MuniServices shall:

1. Establish a comprehensive inventory of the registered entities subject to taxation by Town and the database elements needed to facilitate an analysis of each entity's current and prior year's tax remittance records;
2. Compare MuniServices records with Town records to identify potential under-reporting entities subject to taxation;
3. Meet with designated Town staff to review and discuss potential audit candidates and mutually agree which entities will be subject to review;

4. For potential under-reporting entities identified, obtain authorization from Town to conduct a review of the entities' records and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate);
5. Submit audit summaries (also referred to as "Deficiency Notice") to Town to permit Town to determine the amount of a deficiency owed, if any;
6. Invoice entity (including supporting documentation) on behalf of Town for the amount of identified deficiencies, with payment to be remitted to Town or to MuniServices; and
7. Educate entity regarding Town's reporting requirements to prevent recurring deficiencies in future years;

C. Tax Administration

1. **Services Performed:** MuniServices will perform remittance processing for the collection of Business Licenses.
2. **Taxpayer Notification and Remittance:** MuniServices will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to Town of Fairfax addressed to a P.O. Box that will be setup by MuniServices. Upon reasonable notice to Town, MuniServices may change the P.O. Box for Town of Fairfax payments.
3. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the Town, as shown in more detail on Exhibit C. The Town will need to provide the banking information for distribution purposes as indicated in Exhibit C and return the completed Exhibit C to MuniServices with the executed contract. The amounts deposited will be the amounts received less MuniServices fees for the tax administration service.
4. **Posting Process:** Taxpayer accounts are posted with payment information captured in the MuniServices' revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change are captured and added to payment data and taxpayer master file (as determined necessary by MuniServices). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by Town's ordinances. Under-payments are invoiced for remaining tax due plus any required penalties.
5. **Changes to Exhibit C:** Town shall notify MuniServices in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit C shall be prepared and executed by the Parties as soon as reasonably possible. In addition, MuniServices shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the Town, then the Town shall immediately notify MuniServices and, thereafter, MuniServices shall take the steps necessary to insure that designated recipients receive the amounts intended by Town.

6. **Notification, Reporting to Town:** MuniServices will provide Town with monthly reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to Town's account numbers and all fees paid to MuniServices.
7. **Taxpayer service:** MuniServices will provide a taxpayer assistance number for taxpayer questions.

D. Commencement of services.

After the Workplan is developed, MuniServices will begin providing the three services described above. MuniServices' obligation to provide services is contingent on the Town providing the necessary information and cooperation.

TOWN OBLIGATIONS

The Town agrees to:

- Provide an electronic copy of the Town's License Registration File and License Payment History file to MuniServices, together with any other information necessary for MuniServices to compute MuniServices' billing for services, in electronic format, to MuniServices on no less than a quarterly basis during the term of the Agreement and thereafter for so long as MuniServices' right to invoice for services rendered continues. (If MuniServices performs the Tax Administration service for the Town, going forward, MuniServices will have the access to the Registration and Payment files);
- Use reasonable and diligent efforts to collect, or to assist MuniServices in the collection of, deficiencies identified by MuniServices pursuant to this Agreement; and
- Notify MuniServices within 10 days following receipt by the Town of payments, if there is any, resulting from deficiencies identified by MuniServices. Because MuniServices' Discovery and Audit Services may result in collection of deficiencies after termination of the Agreement, the Town's obligation to collect fees and notify MuniServices, and MuniServices' right to continue to receive contingency fees, shall survive termination of the Agreement for any reason.

The Town shall have the right, at the Town's option, to elect not to proceed with recovery of any identified deficiencies. Deficiencies which are uncollectible due to insolvency or dissolution of the entity liable, or for deficiencies which are otherwise incapable of collection (e.g. statute of limitations expiration or other legal defense and relocation out of Monterey County jurisdiction) shall not be considered an "election" by the Town for the purposes of this Agreement. For deficiencies otherwise collectable but for which the Town elects not to collect, the Town shall notify MuniServices of its election not to pursue ("waive") collection of said deficiencies. MuniServices shall be entitled to one-half (1/2) of the fee MuniServices would have been entitled to for the waived portion of the deficiency except when cost of recovery exceeds the deficiency in the sole discretion of the Town.

EXHIBIT B
FEE SCHEDULE

Reference Article III. Compensation of the attached Exhibit A, Agreement between The Town of Fairfax and MuniServices, LLC for Business License Tax Management Services.

Discovery Services

MuniServices' compensation for providing Discovery Services shall be a contingency fee of 45% of the additional revenue received by the Town from the services. The 45% shall apply to the current tax year, all eligible prior period revenues, and any applicable penalties, interest, and late charges. The contingency fee only applies to revenue actually received by the Town. The term "current tax year" shall mean the most recent tax year for which local taxes are due and payable to the Town, and in which MuniServices has identified deficiencies.

Deficiency Audit Services

MuniServices' compensation for the Audit Service shall be a contingency fee of 45%. The 45% contingency fee will apply to revenue received by the Town as a result of deficiencies identified in the review and shall include any eligible prior period revenues together with all applicable penalties, interest and late charges. The Town agrees to use reasonable and diligent efforts to collect deficiencies identified by MuniServices except when the cost of recovery exceeds the deficiency in the sole discretion of the Town.

Taxpayers' payments and MuniServices' Invoice Process related to Discovery and Deficiency Audit Services

The following section describes how MuniServices handles the taxpayers' payments and invoices the Town for its fees related to the Discovery and Deficiency Audit Services:

- a. Taxpayers' payments received by MuniServices will be deposited into a general escrow account maintained by MuniServices. The taxpayers' payments deposited into the escrow account will be remitted to the Town on a monthly basis net of MuniServices fees.
- b. MuniServices will send to the Town a remittance package no less frequently than once per month that may contain MuniServices' generated report identifying each taxpayer payment received and the amount of MuniServices fees attributed to the taxpayer payment, a check made payable to the Town for the amount of fees collected less MuniServices' fees, and an invoice showing our contingency fee.
- c. The interest earned on the escrow account will be used by MuniServices to offset the costs of the program.
- d. Should there be any disputed payments, MuniServices will work with Town to mutually resolve these issues. If the resolution results in Town's favor, MuniServices will refund the applicable portion of the fee to Town within 10 days of resolution.

Tax Administration Service

MuniServices' compensation for providing the Tax Administration Services shall be as follow:

- \$25 per license payment processed.

The per-license fee is adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. The initial CPI-WU used for the first CPI adjustment will be the CPI-WU for the month in which the agreement is fully signed. The adjustments thereafter will be based on the CPI-WU from December of the prior calendar year. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

Included in the above compensation for Tax Administration Services are:

- Printing and Mailing costs (for notifications, license issuance, etc.)
- Ongoing database management and back-up (taxpayer information)
- Forms processing and funds disbursement (secure lockbox operation)
- Development and support of an on-line business license filing and payment application.

Cost for sending the original license/application to the Town

MuniServices archives all original licenses/applications. If the Town wants a copy of the original license/application, MuniServices will charge the Town a fee equal to \$1.75 per business license/application for the mailing or faxing.

Additional Consulting

Town may request that MuniServices provide additional consulting services at any time during the term of the Agreement. If MuniServices and Town agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$300 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the Town and shall be reimbursed at cost to MuniServices.

**EXHIBIT C
DISTRIBUTION CONFIRMATION**

July 27, 2010

Town of Fairfax
Attn: Laurie Ireland-Ashley
Finance Director
142 Bolinas Road
Fairfax, CA 94930

Dear Ms. Ireland-Ashley:

Funds will be distributed in the following accounts pursuant to this agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Bank of America	121000358	01069-02017	100%	Business License

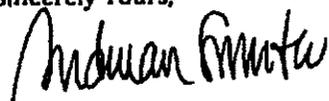
If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

MuniServices, LLC
7335 North Palm Bluffs Ave.
Fresno, CA 97311
Attn.: Traci Hall, Accounting Manager

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

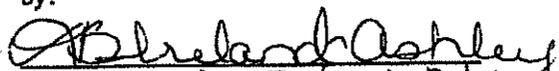
Sincerely Yours,



Ridwan Sasmita
Director of Operations - Fresno
MuniServices, LLC
(Phone): 559-271-6814
(Fax): 559-312-2814
(E-mail): Ridwan.sasmita@muniservices.com

I have reviewed the above distribution and verify that it is correct.

By:



Name: Laurie Ireland-Ashley
Title: Finance Director



Town of Fairfax, CA (9993) 2011 Business License Renewal

MuniServices - as administering agent

PO Box 830725

Birmingham, AL 35283-0725

For Assistance Call (866) 240-3665

Official Business License

Application Enclosed

Online Filing Now Available

MuniServices Account ID:

Dear Sir or Madam:

Each person, firm, company, association, agency, corporation or other legal entity engaged in business shall obtain and pay for a business license. MuniServices is the administering agent for your municipality's business license.

On the reverse side of this letter you will find an application to renew your business license. If applicable, your application is based upon the previous year's license issued. If there are any additions, subtractions, or discrepancies regarding the schedules noted or amount due, please see a full listing on our website at www.revds.com or call our Business License Department at (866) 240-3665.

If your fee is based upon the amount of capital invested or value of goods, stocks, furniture and fixtures or amount of sales or receipts as required for disclosure in order to obtain a business license, you must calculate and pay the additional license fee. Your application will not be accepted if you fail to do so and may result in additional penalties and interest.

Remit Payment: Make your check payable to "Tax Trust Account" and mail to:

MuniServices

Attn: Business License Department

PO Box 830725

Birmingham, AL 35283-0725

Definition of Gross Receipts: The total amounts actually received from sales and the total amounts actually received for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not the act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in **GROSS RECEIPTS** shall be all receipts, cash, credits and property of any kind or nature, without any deduction there from on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from **GROSS RECEIPTS** shall be cash discounts allowed and taken on sales; credit allowed on property accepted as part of the purchase price and which property may later be sold; any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser; the part of the sale price of property returned by purchasers upon rescission of the contract of sales as is refunded either in cash or by credit; amounts collected for others where the business is acting as an agent or trustee to the extent that the amounts are paid to those for whom collected; that portion of the receipts of a general contractor which represent payments to subcontractors, provided that, the subcontractors are licensed under this Division I, and provided that the general contractor furnishes the collector with the names and addresses of the subcontractors and the amounts paid each subcontractor.

Proof of Certification Requirements: Specific license types require proof of certification and/or pre-approval by the Town. Proof of certification or approval may include, but not be limited to: copy of permits, copy of board certification, departmental signatures, etc. Some of the most commonly required certifications are:

Sellers Permits

ABC Board Permits

State Contractors Licenses

**Please note that the above list is not an all inclusive listing. For questions regarding certification requirements, please refer to the Town of Fairfax's, CA Code of Ordinances, Chapter 5.04: General Provisions. You may also contact the MuniServices Business License Department for additional information.

Business closed or no longer doing business? If your business has been closed or if you are no longer doing business in the municipality, please check the "business closed" box located on the application and fax to the attention of the Business License Department at (205) 423-4099. You may also email MuniServices Business License Support at bizlicensesupport@muniservices.com.

Questions? All questions regarding the purchase of your business license or online filing should be directed to MuniServices at (866) 240-3665.

Business License Online Filing Now Available - File Your Business License Online

www.bizlicenseonline.com

Select Taxpayer, Online Filing, Business License Filing - It's Voluntary - Free Easy to Use - Step by Step

Attachment "C"

Make Check Payable To:

Tax Trust Account

Mail to:

MuniServices
Business License Dept.
PO Box 830725
Birmingham, Alabama 35283-0725

Application for Business License



Town of Fairfax, CA (9993)

Due: January 1, 2011

Delq: February 16, 2011

2011

Business License Application

Application Type: Renewal New Business Name Change Owner Change Location Change

Form of Ownership (Check One): Sole Prop Corp LLC Partnership Professional Assoc Other _____

MuniServices Acct Number: _____ Date Business Activity Initiated/Proposed: _____ Number of Employees: _____

Legal Business Name: _____ Trade Name/DBA: _____ (If different from legal name)

Federal ID#: _____ Social Security #: _____ State Sellers Permit #: _____
(Corporation/Partnership) (Individual) (For Collection of Sales Tax)

Business Type: Retail Wholesale Bldg Contractor Service Professional Manufacturer Rental

Other _____ Describe Business You Are Conducting _____

State Contractor's License #: _____ Classification Description(s): _____

Mailing Address: _____
(Street) (City) (State) (Zip)

Physical Address: _____
(Street) (City) (State) (Zip)

Telephone: _____
(Business) (Home) (Cell) (Fax)

Name/Phone # for Contact Person: _____ () _____ Title _____ Email Address: _____

List Names of Owners(s), Partners, or Officers (Attach Separate Sheets if Necessary)

Name Residence Address SSN Title

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Section Number	Type of License	Gross Receipts (If Required)	Unit Amount (Applies if fee is based upon a "number" of units)	Flat/Base Fee	Additional Amount Due Based On Calculation	License Fee Due
Report all types of business conducted				Add column E & F enter total in column G then add down		

Penalty Info: 10% penalty due Feb 16th, additional 10% penalty shall be added for each calendar month or part thereof until paid

Issuance Fee: \$ 25.00

Total Due:

To determine license fee due see a full schedule listing at www.revds.com or you may call our Business License Department with any questions at 866-240-3665 select option 1, then 6 then 1.

I hereby swear that the amount of capital invested or value of goods, stocks, furniture and fixtures or amount of sales or receipts as required for disclosure in order to obtain a business license has been examined by me and to the best of my knowledge is true, correct, and complete. I understand issuance of license does not permit business operation unless business is properly zoned, and/or in compliance with all applicable laws/rules.

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by MuniServices due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. MuniServices is not responsible for any additional bank fees that will accrue due to there submission of the returned item. Please see the full returned check policy at www.revds.com/taxpayer/return-check-disclaimer.

Signature: _____ Date _____ Title: _____

Print Name: _____ Telephone Number: _____

TOWN OF FAIRFAX, CA

BUSINESS LICENSE FEE SCHEDULES - PLEASE USE APPLICABLE SCHEDULE

Effective January 1, 2011 All Licenses Are Subject to a \$25.00 Administration Fee

A) **Section # 1.00 - RETAIL, SERVICE, WHOLESALE, MANUFACTURING, HOTELS** Base Fee: \$ 100
Gross Receipts Fee: \$ _____
TOTAL: \$ _____

The Business License Fee is comprised of a Base Fee and Gross Receipts Fee.
 Calculate your fee from the Gross Receipts table below and add to Base Fee. The Gross Receipts Fee must be paid on the total combination of any and all of the above titled businesses in this category. **CONTRACTORS ONLY PAY BASE.**

<u>Gross Receipts</u>	<u>Fee</u>	<u>Gross Receipts</u>	<u>Fee</u>	<u>Gross Receipts</u>	<u>Fee</u>
\$ 0 - \$10,000	\$ 6	\$ 50,001 - \$ 75,000	\$ 47	\$ 200,001 - \$ 250,000	\$ 156
10,001 - 25,000	16	75,001 - 100,000	63	250,001 - 300,000	188
25,001 - 37,500	23	100,001 - 150,000	94	300,001 - 350,000	219
37,501 - 50,000	31	150,001 - 200,000	125	350,001 - 400,000	250

Add \$ 31.00 for each additional \$ 50,000 gross receipts, or fraction thereof, above \$ 400,000.

B) **Section # 2.00 - THEATERS** - Base Fee: \$ 250, plus a Gross Receipts Fee on Gross Receipts over \$37,500 (i.e. if gross receipts are \$100,000, the fee is calculated on \$ 62,500, which amounts to a \$ 47 Gross Receipts Fee).

C) **Section # 3.00 - HOME OCCUPATION** - Annual Fee: \$ 100 (no Gross Receipts Fee required)

D) PROFESSIONAL/SEMI-PROFESSIONAL AND TRADE BUSINESSES

If you are a professional and have no employee's to report and are purchasing a license for number of professionals only please use section number 4.00. If you are a professional and have employees to report please use section number 4.01 and 4.02.

Section # 4.00 - Number of practicing professionals _____ X \$135 = \$ _____

Section # 4.01 - Number of practicing professionals _____ X \$135 = \$ _____

Section # 4.02 plus number of employees _____ X \$ 30 = \$ _____

If you purchase section # 4.01 and 4.02 at the same time, only one administration fee is charged. If you purchase these licenses separate, then you will be charged a separate fee.

E) CONTRACTORS

Section # 5.00 Business address in Fairfax: **Section # 5.01** Business address outside of Fairfax
 Annual Base Fee: \$100 Annual Base Fee: \$75

F) **Section # 6.00 - MULTIPLE HOUSING/APARTMENTS** (unit occupied by owner in multiple residential units with less than five (5) units is exempt)
 Number of Units _____ X \$ 25 = \$ _____

G) DELIVERY VEHICLES

Section # 7.00 - Number of vehicles (weight up to 1 ton) _____ X \$ 80 = \$ _____

Section # 7.01 - Number of vehicles (weight up to 2 tons) _____ X \$ 120 = \$ _____

Section # 7.02 - Number of vehicles (weight up to 3 tons) _____ X \$ 175 = \$ _____

Section # 7.03 - Number of vehicles (weight over 3 tons) _____ X \$ 265 = \$ _____

H) REALTORS

Section # 8.00 - Fixed place of business in Fairfax: \$ 175

Section # 8.01 - Fee for each Realtor conducting business with no office in Fairfax: \$ 200

NOTE: If a Realtor fails to achieve \$ 25,000 in commissions from Fairfax sales - a refund of all but \$ 75 will be made. Refund is to be requested no later than June 1st of the following year.

I) **CANVASSERS/PEDDLERS/SOLICITORS** - **Section # 9.00** Annual Fee: \$ 120 **Section # 9.01** Fee per day: \$ 40

J) TAXICABS/AUTO OR BUSES FOR HIRE

Section # 10.00 - 1 to 7 passengers: \$100 - 8 to 15 passengers: \$ 120 - Over 15 passengers: \$ 125

K) **Section # 11.00 - COMMERCIAL FILMING** - For information, please call Town Hall offices at (415) 453-1584.

L) **Section # 12.00 - CHRISTMAS TREES** - \$100 annually for each location



Dear Business Owner / Tax Manager:

****IMPORTANT INFORMATION CONCERNING YOUR TOWN OF FAIRFAX, CA
ANNUAL BUSINESS LICENSE****

The Town of Fairfax recently chose MuniServices, LLC as a partner to assist the Town of Fairfax staff in the collection of its 2011 Business Licenses.

Within the next week, your business will be receiving a renewal package from MuniServices on behalf of the Town of Fairfax. Included in the package will be a cover letter with instructions and a customized renewal application. Once you receive your renewal application, please review it carefully and notify our office of any changes needed to your account.

Your 2011 Town of Fairfax business becomes delinquent on February 16, 2011.

Online Filing Available: As an added benefit, MuniServices, LLC offers online filing for business license renewals. You may renew your Town of Fairfax business license online at www.bizlicenseonline.com. Online filing is available to you at no additional cost. It is fast, easy, safe and paperless!

MuniServices Remittance Address: MuniServices, LLC
Attn: Business License Department
PO Box 830725
Birmingham, AL 35283-0725

We are excited to have the opportunity to serve the Town of Fairfax business community. We are committed to making this transition as seamless as possible and hope that you will work with us in this endeavor.

We know you will have questions or perhaps require additional information, so please do not hesitate to contact the Business License Department at:

(866) 240-3665
Monday- Friday 8:00 am – 5:00 pm PST
Email: bizlicensesupport@muniservices.com
Website: www.revds.com

Sincerely,

MuniServices, LLC
Business License Department

Town of Fairfax
Office Location: 142 Bolinas Road; Fairfax, CA 94930
Mailing Address:
All Tax Returns and Tax Payments to be Mailed to MuniServices

MuniServices, LLC
Office Location: 2317 Third Avenue North, Suite 200
Remittance Address: Attn: Business License Department
P.O. Box 830725 - Birmingham, AL 35283-0725
Phone (866) 240-3665 • Fax (205) 423-4099