

TAB 4



City of Palmetto Agenda Item

Meeting Date

01/23/12

Presenter: Jim Freeman

Department: City Clerk

Title: Communication Service Tax Agreement

Background: The Communication Service Tax provides the City with a revenue stream from Communication devices i.e. Cell phone, landline and cable services maintained within city limits. The Florida Department of Revenue maintains a database on all address and allows certain users to have access to add, update or delete data.

Problem: The Florida Department of Revenue has changed the renewal process to be every 3 years and has provided the attached renewal agreement for signature. The agreement has been signed by staff members who will need to have access to the data to perform their respective job duties.

Budgeted Amount: \$0 **Budget Page No(s):** 0 **Available Amount:** 0 **Expenditure Amount:** 0

Additional Budgetary Information:

Funding Source(s): **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested: Motion to authorize the Mayor to execute the Communication Service Tax Agreement.

Staff Contact: Cheryl Miller Sr. Accountant 01/05/12

Attachments: Communication Service Tax Agreement

**Communications Services Tax
Agreement for Access to Confidential State Tax Information
between**

City of Palmetto and the Florida Department of Revenue
(Local Government Name)

1. The Florida Department of Revenue, acting in its capacity as coordinator of the Communications Services Tax (CST) Information Sharing Website, and City of Palmetto (Local Government) enter into this Agreement for the sharing of certain information specified in s. 213.053(8)(v), Florida Statutes (F.S.).
2. According to s. 213.053(8), F.S., when in receipt of information shared under this Agreement, the Local Government, its employees, its contractors, and any other person who may have access to confidential information obtained by the Local Government under this agreement shall be bound by all applicable laws imposing confidentiality requirements. These requirements include, but may not be limited to, those stated in s. 213.053, F.S., and Chapter 12-22, Florida Administrative Code. Violation of confidentiality requirements is a misdemeanor of the first-degree, punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1000.
3. As stated in s. 213.053(2), F.S., all information contained in returns, reports, accounts, or declarations related to or identifying specific taxpayers is confidential. The Local Government and the person(s) designated below agree to take appropriate steps to protect confidential information obtained from the Department of Revenue under this agreement from unauthorized use or disclosure.
4. The Local Government and the person(s) designated below agree that confidential state tax information will be kept in a secure environment, and will only be used for official tax administration purposes. When no longer needed, tax information obtained from the Department must be destroyed by shredding, incineration, pulping, or other appropriate means to make the information unreadable. Shredded paper should be 5/16 inch wide or smaller and, if not using a cross-cut shredder, paper should be fed into the shredder with lines of print perpendicular to the cutting blades of the shredder. If incinerating, the incinerator should produce enough heat to burn the entire bundle, or the bundle should be separated to ensure all pages are burned. If pulping, the process should reduce all material to particles one inch or smaller.
5. Only the employees of the Local Government with an official need and use will be allowed to request, receive, and review state tax information. The Local Government agrees that confidential state tax information obtained from the Department will be shared only with persons with direct responsibility for budget preparation, auditing, revenue or financial administration, or legal counsel, and may only be used for purposes related to budget preparation, auditing, and revenue and financial administration. Confidential and exempt information may not be further disclosed by the recipient unless meeting these stated criteria.
6. Each authorized employee as stated in paragraph 5 above is required to execute the certification of familiarity with the confidentiality requirements of s.213.053, F.S., and Chapter 12-22, F.A.C., found in the Addendum to this agreement. Any person who becomes an authorized employee subsequent to the signing of this agreement must execute a separate certification of familiarity. In each instance, certifications shall be forwarded to the Department of Revenue Security & Disclosure Officer within 15 business days of hire date or change of employment status, with a cover letter signed by the Local Government signatory to this agreement.
7. The Local Government shall notify the Department of Revenue Disclosure Officer in writing within 15 business days when any signatory of this Agreement leaves employment or changes employment status such that he or she no longer has an official use for the information.
8. Effective Date
This Agreement shall be effective on the date all parties have signed the Agreement.
9. Duration and Termination
 - A. This Agreement shall terminate three (3) years from the effective date.
 - B. Either party may terminate this Agreement upon no less than thirty (30) calendar days notice, without cause, unless the parties mutually agree upon a lesser time. Said notice shall be in writing, delivered by certified mail, return receipt requested, or in person with proof of delivery.

10. Legal Requirements

- A. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida.
- B. Each party hereto agrees that it shall be solely responsible for the wrongful act of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitation set forth in section 768.28, Florida Statutes.
- C. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of any existing violation, breach, wrongful conduct; or of any future violation, breach, or wrongful conduct.

11. Modification

Modification of this Agreement shall only be valid when reduced to writing and duly signed. The parties agree to renegotiate this Agreement if revisions of applicable Federal and/or State statutes and regulations make changes necessary; or when either party deems such action appropriate in the administration of the laws.

12. Severability

If any provision of this Agreement or the application of it is determined to be invalid for any reason, such determination shall not affect the validity of other provisions or applications of the Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

- 13. The Local Government designates the following person to receive password and user identification information for accessing the CST Information Sharing Website, and to control access to the CST Information Sharing Website:

Name (print) Cheryl A Miller Title Sr Accountant
 Mailing Address 516 8th Ave W City/ZIP Palme Hts, FL 34221
 Phone Number (941) 723-4570 E-mail Address CMILLER@PALMEHTS.FL.ORG

- 14. This Agreement must be signed by the local government representative and the Florida Department of Revenue. Please sign and date in the space below. A copy of the Agreement, signed by the Florida Department of Revenue, will be returned to you.

Approved by Local Government:

 Signature
 Title _____
 Date _____

Approved by Florida Department of Revenue:

Lisa Vickers

 Signature
 Executive Director
 Florida Department of Revenue
 Date _____

Please return your signed Agreement and Addendum to Paul Fultz, Disclosure Officer.

By e-mail to: fultzp@dor.state.fl.us

By fax to: 850-488-7112

By mail to:

Paul Fultz, Disclosure Officer
 Florida Department of Revenue
 PO Box 6668
 Tallahassee, FL 32314-6668

ADDENDUM

**Communications Services Tax
Agreement for Access to Confidential State Tax Information
between**

City of Palmetto and the Florida Department of Revenue
(Local Government Name)

Designee's Certification

As the person designated in paragraph 13 of this agreement to receive password and user identification information for accessing the CST Information Sharing Website, and to control access to the CST Information Sharing Website, I certify that I am familiar with the confidentiality requirements of s.213.053, F.S., and aware that the unauthorized use or disclosure of state tax information is a misdemeanor of the first degree punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1000. I understand that confidential state tax information obtained from the Department of Revenue may be used only for official purposes related to budget preparation, auditing, and revenue and financial administration

Designee signature Cheryl G. Miller Date 1/5/12

Other Authorized Employees

As an authorized employee or contractor of the local government, I certify that I am familiar with the confidentiality requirements of s. 213.053, F. S., and aware that the unauthorized use or disclosure of state tax information is a misdemeanor of the first degree punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1000. I understand that state tax information received from the Department of Revenue may be used only for official purposes related to budget preparation, auditing, and revenue and financial administration

Name (print) JAMES FREEMAN Title City Clerk

Signature [Signature] Date 1/5/12

Name (print) Karen Simpson Title Deputy Clerk - Finance

Signature [Signature] Date 1/5/12

Name (print) Math Mario Title Accountant

Signature [Signature] Date 1/5/12

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

(Attach additional sheets, if needed)

Cheryl Miller

From: Local-Govt-Unit [Local-Govt-Unit@dor.state.fl.us]
Sent: Monday, December 19, 2011 3:37 PM
To: Local-Govt-Unit
Subject: RESEND- attachment issues for CST agreement
Attachments: CST Confidentiality Agreement blank - 052232011.pdf

The Florida Department of Revenue has changed the process for renewing the Agreement for the Communications Services Tax (CST) Information Sharing Website. This change in procedure is in effort to ease the process for the Local Governments as well as the Florida Department of Revenue.

Previously these agreements were effective for three (3) years from the time of receipt for each individual Local Government submission. Agreements required renewal at random times throughout the year for individual Local Governments.

We are altering this process by implementing a set effective date of termination for all agreements every three years. Renewal requests will be sent to all Local Governments prior to this set Agreement termination.

If a modification to the three year Agreement is requested during the three year duration, the changes will be in effect until the next scheduled renewal process.

Scheduled Renewal Process	Effective Beginning Date	Effective Termination Date
October to December 2011	January 1, 2012	December 31, 2014
October to December 2014	January 1, 2015	December 31, 2017
October to December 2017	January 1, 2018	December 31, 2020
October to December 2020	January 1, 2021	December 31, 2023

Please complete and return the attached **Communications Services Tax Agreement and Addendum** to:

Paul Fultz, Disclosure Officer
Florida Department of Revenue
PO Box 6668
Tallahassee, FL 32314-6668
or
Fax Agreement to: 850-921-4711
E-mail Agreement to: fultzp@dor.state.fl.us