



County of Monterey

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legislation Details (With Board Report)

File #: 11-544 **Name:**
Type: Minutes **Status:** Passed
File created: 5/17/2011 **In control:** Board of Supervisors
On agenda: 5/17/2011 **Final action:** 5/17/2011
Title: a. Approve and authorize a Participating Agreement, in the amount of \$450,000, between the Monterey County a. Approve and authorize a Participating Agreement, in the amount of \$450,000, between the Monterey County

Sponsors:

Indexes:

Code sections:

Attachments: 1. Completed Board Order, 2. Fully Executed Agreement with Gila Corp. DBA Municipal Services Bureau (MSB) A-11988 Res.# 11-143

Date	Ver.	Action By	Action	Result
5/17/2011	1	Board of Supervisors	approved	

COMPLETED BOARD ORDER

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No. 11-143; Agreement No. A-11988

a. Approve and authorize a Participating Agreement, in the amount of \$450,000, between the Monterey County Treasurer-Tax Collector and Gila Corporation, dba Municipal Services Bureau MSB), which specifies collection services to be performed under the terms of the Judicial Council of California and the Administrative Office of the Court AOC) negotiated Master Agreement No. MA-200906 for FY 2011-12;

b. Authorize the Contracts/Purchasing Officer to sign the Participating Agreement; and

c. Authorize the Contracts/Purchasing Officer to extend the Agreement for up to two one year contract extensions with MSB where the Amendments do not exceed ten percent of the Agreement amount or significantly change the scope of work

Upon motion of Supervisor Potter, seconded by Supervisor Salinas, and carried by those members present, the Board hereby;

a. Approved and authorized a Participating Agreement, in the amount of \$450,000, between the Monterey County Treasurer-Tax Collector and Gila Corporation, dba Municipal Services Bureau MSB), which specifies collection services to be performed under the terms of the Judicial Council of California and the Administrative Office of the Court AOC) negotiated Master Agreement No. MA-200906 for FY 2011-12;

b. Authorized the Contracts/Purchasing Officer to sign the Participating Agreement; and

c. Authorized the Contracts/Purchasing Officer to extend the Agreement for up to two one year contract extensions with MSB where the Amendments do not exceed ten percent of the Agreement amount or significantly change the scope of work.

PASSED AND ADOPTED on this 17th day of May, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on May 17, 2011.

Dated: May 17, 2011 Gail T. Borkowski, Clerk of the Board of Supervisors

County of Monterey, State of California

By

BIB]

40689-U01

COMPLETED-U02

BOARD-U02

ORDER-U02

LI21329-U03

FO96183-U03

FO96184-U03

FO99716-U03

MG99754-U03

AS99780-U03

AS99784-U03

AI101828-U03

DO102589-U03

C1-U03

GENERAL-U03

DOCUMENTS-U03

5/26/2011-U04

BORENM-U04

16492-U05

5-U06

A.-U07

APPROVE-U07

AUTHORIZE-U07

A-U07

PARTICIPATING-U07

AGREEMENT,-U07

IN-U07

THE-U07

AMOUNT-U07

OF-U07

\$450,000,-U07

BETWEEN-U07

THE-U07

MONTEREY-U07

COUNTY-U07

117-TREASURER/TAX-U08

COLLECTOR-U08

JANBAY-U09

SHADYA-U09

JANBAYS-U10

5/6/2011-U011

TREASURER-TAX-U012

COLLECTOR-U012

GILA-U012

CORPORATION,-U012

DBA-U012

MUNICIPAL-U012

SERVICES-U012

BUREAU-U012

MSB),-U012

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NEGOTIATED-U012
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AGREEMENT-U012
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MA-200906-U012
FY-U012
2011-12;-U012
B.-U012
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THE-U012
CONTRACTS/PURCHASING-U012
OFFICER-U012
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AGREEMENT;-U012
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CONTRACT-U012
EXTENSIONS-U012
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OF-U012
WORK.-U012

COMPLETED BOARD ORDER 11-544 MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: May 17, 2011 Consent AGENDA NO.: 32

SUBJECT:

a) Approve and authorize a Participating Agreement, in the amount of \$450,000, between the Monterey County Treasurer-Tax Collector and Gila Corporation, dba Municipal Services Bureau MSB), which specifies collection services to be performed under the terms of the Judicial Council of California and the Administrative Office of the Court AOC) negotiated Master Agreement No. MA-200906 for FY 2011-12.

b) Authorize the Contracts/Purchasing Officer to sign the Participating Agreement.

c) Authorize the Contracts/Purchasing Officer to extend the Agreement for up to two one year contract extensions with MSB where the Amendments do not exceed ten percent of the Agreement amount or significantly change the scope of work.

DEPARTMENT: Treasurer-Tax Collector

RECOMMENDATION:

a) Approve and authorize a Participating Agreement, in the amount of \$450,000, between the Monterey County Treasurer-Tax Collector and Gila Corporation, dba Municipal Services Bureau MSB), which specifies collection services to be performed under the terms of the Judicial Council of California and the Administrative Office of the Court AOC) negotiated Master Agreement No. MA-200906 for FY 2011-12.

b) Authorize the Contracts/Purchasing Officer to sign the Participating Agreement.

c) Authorize the Contracts/Purchasing Officer to extend the Agreement for up to two one year contract extensions with MSB where the Amendments do not exceed ten percent of the Agreement amount or significantly change the scope of work.

SUMMARY/DISCUSSION:

The Monterey County Treasurer-Tax Collector's Revenue Division collects delinquent court ordered debt and subsequently recovers the cost of collections per Penal Code 1463.007. To be eligible for cost recovery, participating agencies must meet 10 of 17 requirements. The Treasurer-Tax Collector's Revenue Division currently meets 12 of the 17 requirements and would like to engage a third party collection agency to enhance compliance and assist with the recovery of court ordered debt. The State Administrative Office of the Courts AOC) circulated an RFP to solicit potential vendors to perform these types of service. A master agreement was then offered to several vendors, and several Counties have already entered into agreements with vendors in their jurisdictions pursuant to the Participating Agreement" attached thereto. The County Treasurer-Tax Collector conducted its own competitive vendor interview process with the successful candidates of the AOC process and concluded that the services provided by MSB best suited the needs of the County, and is now recommending Board approval to proceed with the Participating Agreement for tertiary collection services with MSB.

Pursuant to Section 4.1 of the AOC Master Agreement No. MA-200906, the term of the agreement was in full force from February 2009 until February 2011. The Master Agreement allows renewals for up to three additional successive one year periods. The AOC subsequently has executed a Master Agreement Amendment with MSB extending the contract term for the first of the three one year extensions, to February 4th 2012. Additionally, the AOC has the ability to extend the Master Agreement with MSB for two successive additional one year periods.

BIB]

40689-U01

COMPLETED-U02

BOARD-U02

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AGREEMENT,-U07
IN-U07
THE-U07
AMOUNT-U07
OF-U07
\$450,000,-U07
BETWEEN-U07
THE-U07
MONTEREY-U07
COUNTY-U07
117-TREASURER/TAX-U08
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JANBAY-U09
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COMPLETED BOARD ORDER. Ongoing renewals of the County's Participating Agreement will be dependent on MSB's contract status with the AOC.

OTHER AGENCY INVOLVEMENT:

The Judicial Council of California and the Administrative Office of the Court (AOC) negotiated master agreements with several tertiary collection agencies after a statewide Request for Proposal (RFP). MSB was among the agencies selected by the Judicial Council and AOC to provide such services to courts, counties and other municipalities in California.

The Participating Agreement and the AOC Master Contract have been reviewed and approved by County Counsel as to form and by Risk Management for insurance provisions.

FINANCING:

The Participating Agreement in the amount of \$450,000 will fund services during the period July 1, 2011 through June 30, 2012.

MSB service fees are based on revenue collected and vary depending on the age of the delinquent account. The Treasurer-Tax Collector estimates that \$1,840,000 in revenues will be collected by MSB during the period of July 1, 2011 through June 30, 2012. Based on this projection, the rate of commission (21%) associated with estimated collections is \$386,400. The fiscal impact to the County's General fund is estimated to be \$19,320. The Treasurer-Tax Collector has anticipated this expense and it has been included in the Department's 2011-12 requested budget.

Prepared by:

Meryl Bryant
Finance Manager II
May 5, 2011
755-5143

Approved by:

Mary eeb
Treasurer Tax Collector
May 5, 2011

Attachments:

AOC Master Agreement No. MA-200906 Attachment 1) is on file with the Clerk to the Board.

AOC Master Agreement Amendment MA-200906 #001 with Gila Corporation, dba Municipal Services Bureau (MSB) Attachment IA)

Participating Agreement with Gila Corporation, dba Municipal Services Bureau (MSB)


Attachment 2)

CC: CAO, Auditor, County Counsel

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FULLY EXECUTED AGREEMENT WITH  Attachment #2
Master Agreement No. MA-200906
with Gila Corporation, dba Municipal Services Bureau MSB)
EXHIBIT C
PARTICIPATING AGREEMENT
COUNTY OF MONTEREY TREASURER-TAX COLLECTOR
THIS PARTICIPATING AGREEMENT Agreement"), is made and entered into as of
this first day of May 2011, by and between the COUNTY OF MONTEREY
TREASURER-TAX COLLECTOR County"), whose office is located at 168 West Alisal
Street, 1st Floor, Salinas, CA 93901, and Gila Corporation, dba MUNICIPAL SERVICES
BUREAU MSB), with offices at 6505 Airport Blvd., Suite 100, Austin, Texas 78752
Contractor").
WHEREAS, Contractor and the Judicial Council of California, Administrative Office of the

Courts, on behalf of the superior courts and counties of the State of California, are parties to that Master Agreement No. MA-200906 Master Agreement") for collections services dated February 4, 2009;

WHEREAS, the Master Agreement sets forth the terms and conditions upon which Contractor will provide collections services to the superior courts, counties, and certain other designated entities in the State of California, should any such party desire to engage Contractor for such services;

WHEREAS, County pursues non-forthwith collection efforts on court ordered debt established by the Monterey County Superior Court for unpaid fees, fines, forfeitures, penalties and assessments arising from criminal and traffic actions or proceedings;

WHEREAS, County desires to engage Contractor to perform collection services Services") in accordance with the Master Agreement on selected accounts established by the County and not fully paid 30 or more days from the date of their assessment or imposition, or on which an installment payment is not fully paid within 30 days or more of the date such payment was due under an installment payment plan Accounts").

AGREEMENT

NOW, THEREFORE, the parties agree as follows

1. Participation of County/Employment of Contractor. County engages Contractor to perform additional collection services on Accounts transferred to Contractor by County according to Schedule A hereto, excepting Sections 1.2 On Site Personnel and 1.3 FTB Transfer Services. Contractor will provide such services to County, on the same terms and conditions and as if such services were provided by Contractor under the Master Agreement, except where specifically stated herein. Terms defined in the Master Agreement will have the same meaning when used herein.

2. Scope of Services. Accounts transferred to Contractor for collection services under this Agreement will qualify for Services.


Page 01 of C5

BIB]

40696-U01
FULLY-U02
EXECUTED-U02
AGREEMENT-U02
GILA-U02
CORP.-U02
DBA-U02
MUNICIPAL-U02
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FULLY EXECUTED AGREEMENT WITH  Master Agreement No. MA-200906 with Gila Corporation, dba Municipal Services Bureau MSB)

a. Collection Services. Contractor will perform collections activities on the Accounts transferred to it as set forth in Exhibit A, Statement of Work, of the Master Agreement.

3. Contacts. Each of the County and the Contractor will appoint a Project Manager, who will be authorized to make day-to-day decisions related to the implementation of this Agreement that do not substantially limit rights or expand the responsibilities of the County or the Contractor, subject to paragraph 12 below. The respective Project Managers and their contact information is as follows:

County Project Manager Contractor Project Manager

Name: Meryl Bryant Name: James Perasso

Title: Finance Manager Title: V.P. Business Engineering

Address: 168 West Alisal St., 1 St Floor Address: 320 Rio Grande Place

Salinas, CA 93901 San Ramon, CA 94582

Phone: 831-755-5143 Phone: 925-968-1414

E-mail: bryantm@co.monterey.ca.us E-mail: james.perasso@gilacorp.com

4. Payment and Pricing Structure. Contractor shall remit to the County weekly all revenue collected on behalf of the County, less Commission Fees charged for collection services under this Agreement in accordance with the Master Agreement Exhibit B Fee Schedule. Commission Fees shall be calculated each period on the total funds collected during that period on all Accounts transferred to Contractor under this Agreement A detailed account payment data file shall also be transmitted to the County with each remittance reflecting 100% of the payments collected from each Debtor for that period, the amount of the Commission Fees retained by MSB and the net balance remitted to the County. This process will mirror the FTB COD process that is currently in place at the County.

5. On-site personnel. Contractor is not required to perform services under this Agreement on-site at County locations at this time.

6. Reporting Requirements. Notwithstanding the required reports and schedule of reports set forth in Exhibit A, Statement of Work, of the Master Agreement, the parties hereto agree that Contractor will provide reports weekly, monthly, quarterly and/or annually as deemed necessary by the County. Contractor will provide additional reports to the County upon request.


Page C2 of C5

BIB]

40696-U01
FULLY-U02
EXECUTED-U02
AGREEMENT-U02
GILA-U02
CORP.-U02

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AGREEMENT-U012
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MA-200906-U012
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AGREEMENT;-U012
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CONTRACTS/PURCHASING-U012
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FULLY EXECUTED AGREEMENT WITH  Master Agreement No. MA-200906 with Gila Corporation, dba Municipal Services Bureau MSB)
7 Term. The respective duties and obligations of the parties hereto shall commence on the date first written above. This agreement shall continue in full force and effect for two 2) years. The County in its sole discretion may renew the agreement for up to three 3) additional successive one 1) year periods in accordance with Section 4 of the Master Agreement, unless the options to extend are not renewed by the AOC or the Master Agreement is earlier terminated. Notwithstanding the foregoing, ether party may terminate all or any of the services under this Agreement by giving ninety 90) days written notice to the other party. In addition, this Agreement is expressly conditioned upon the ability of the County under currently applicable California state law and policy to

pay Contractor for services hereunder from revenue collected by Contractor on the Accounts. If any applicable law or policy is amended or enacted such that the revenue under this Agreement may not be applied to County's obligations under this Agreement, the County may, by written notice, terminate this Agreement on the effective date of such amended or enacted law or policy.

8. Credit Reporting. Contractor will be able to report outstanding receivables on behalf of the County to the three nationally available credit history reporting databases credit bureaus). There will be no additional fee for this service.

9. Independent Contractor. Contractor is, for all purposes, an independent contractor and shall not be deemed an employee of the County.

a. The Contractor specifically acknowledges that it controls the manner and means by which the product is accomplished, agrees to hold itself out as an independent contractor, and waives any rights to claim that it is an employee of the County under the common law agency test, the economic realities test, or any other legal test.

b. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract or any work performed under this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and injury, vacation, sick, or other leave or employment benefits. The Contractor expressly agrees that all legal recourse for performance and severance of the relationship between it and the County is set forth in this Agreement, and not in any statutes or case law relating to rights of employees.

c. The Contractor agrees to notify its own employees that they are not employees of the County and are not entitled to any benefits to which County employees are entitled, as set forth above. The Contractor furthermore agrees to indemnify, defend and hold harmless the County, its judges, subordinate judicial officers, officers and employees, from any such claims made by employees of the Contractor.

Page C3 of C5

BIB]

40696-U01
FULLY-U02
EXECUTED-U02
AGREEMENT-U02
GILA-U02
CORP.-U02
DBA-U02
MUNICIPAL-U02
SERVICES-U02
BUREAU-U02
MSB)-U02
A-11988-U02
RES.#-U02
11-143-U02
LI21329-U03
FO96183-U03
FO96184-U03
FO99716-U03
MG99754-U03
AS99780-U03
AS99784-U03
AI101828-U03
DO102680-U03
C1-U03
GENERAL-U03
DOCUMENTS-U03
6/2/2011-U04
BOYDA-U04
16492-U05
5-U06
A.-U07
APPROVE-U07
AUTHORIZE-U07
A-U07
PARTICIPATING-U07
AGREEMENT,-U07
IN-U07

THE-U07
AMOUNT-U07
OF-U07
\$450,000,-U07
BETWEEN-U07
THE-U07
MONTEREY-U07
COUNTY-U07
117-TREASURER/TAX-U08
COLLECTOR-U08
JANBAY-U09
SHADYA-U09
JANBAYS-U10
5/6/2011-U011
TREASURER-TAX-U012
COLLECTOR-U012
GILA-U012
CORPORATION,-U012
DBA-U012
MUNICIPAL-U012
SERVICES-U012
BUREAU-U012
MSB),-U012
SPECIFIES-U012
COLLECTION-U012
SERVICES-U012
TO-U012
BE-U012
PERFORMED-U012
UNDER-U012
THE-U012
TERMS-U012
OF-U012
THE-U012
JUDICIAL-U012
COUNCIL-U012
OF-U012
CALIFORNIA-U012
THE-U012
ADMINISTRATIVE-U012
OFFICE-U012
OF-U012
THE-U012
COURT-U012
AOC)-U012
NEGOTIATED-U012
MASTER-U012
AGREEMENT-U012
NO.-U012
MA-200906-U012
FY-U012
2011-12;-U012
B.-U012
AUTHORIZE-U012
THE-U012
CONTRACTS/PURCHASING-U012
OFFICER-U012
TO-U012
SIGN-U012
THE-U012
PARTICIPATING-U012
AGREEMENT;-U012
C.-U012
AUTHORIZE-U012
THE-U012
CONTRACTS/PURCHASING-U012
OFFICER-U012
TO-U012
EXTEND-U012
THE-U012

AGREEMENT-U012
UP-U012
TO-U012
TWO-U012
ONE-U012
YEAR-U012
CONTRACT-U012
EXTENSIONS-U012
MSB-U012
THE-U012
AMENDMENTS-U012
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EXCEED-U012
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Page C4 of C5

BIB]

40696-U01
FULLY-U02
EXECUTED-U02
AGREEMENT-U02
GILA-U02
CORP.-U02
DBA-U02
MUNICIPAL-U02
SERVICES-U02
BUREAU-U02
MSB)-U02
A-11988-U02
RES.#-U02
11-143-U02
LI21329-U03
FO96183-U03
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FO99716-U03
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AS99780-U03
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AI101828-U03
DO102680-U03
C1-U03
GENERAL-U03
DOCUMENTS-U03
6/2/2011-U04
BOYDA-U04
16492-U05
5-U06
A.-U07
APPROVE-U07
AUTHORIZE-U07
A-U07
PARTICIPATING-U07
AGREEMENT,-U07
IN-U07
THE-U07
AMOUNT-U07
OF-U07
\$450,000,-U07
BETWEEN-U07
THE-U07
MONTEREY-U07
COUNTY-U07
117-TREASURER/TAX-U08
COLLECTOR-U08
JANBAY-U09
SHADYA-U09
JANBAYS-U10
5/6/2011-U011
TREASURER-TAX-U012
COLLECTOR-U012
GILA-U012
CORPORATION,-U012
DBA-U012
MUNICIPAL-U012
SERVICES-U012
BUREAU-U012
MSB),-U012
SPECIFIES-U012
COLLECTION-U012
SERVICES-U012
TO-U012

BE-U012
PERFORMED-U012
UNDER-U012
THE-U012
TERMS-U012
OF-U012
THE-U012
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COUNCIL-U012
OF-U012
CALIFORNIA-U012
THE-U012
ADMINISTRATIVE-U012
OFFICE-U012
OF-U012
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COURT-U012
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NEGOTIATED-U012
MASTER-U012
AGREEMENT-U012
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FY-U012
2011-12;-U012
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AUTHORIZE-U012
THE-U012
CONTRACTS/PURCHASING-U012
OFFICER-U012
TO-U012
SIGN-U012
THE-U012
PARTICIPATING-U012
AGREEMENT;-U012
C.-U012
AUTHORIZE-U012
THE-U012
CONTRACTS/PURCHASING-U012
OFFICER-U012
TO-U012
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THE-U012
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UP-U012
TO-U012
TWO-U012
ONE-U012
YEAR-U012
CONTRACT-U012
EXTENSIONS-U012
MSB-U012
THE-U012
AMENDMENTS-U012
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FULLY EXECUTED AGREEMENT WITH  Master Agreement No. MA-200906
with Gila Corporation, dba Municipal Services Bureau MSB)
IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed on the day and year first above written.

OF MON
JER-TAX
COUNTY OF MONTEREY
APPROVED AS TO FORM
orporation,
dba Municipal Services Bureau MSB)
Page C5 of C5
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BIB]

40696-U01
FULLY-U02
EXECUTED-U02
AGREEMENT-U02
GILA-U02
CORP.-U02
DBA-U02
MUNICIPAL-U02
SERVICES-U02
BUREAU-U02
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C1-U03
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BOYDA-U04
16492-U05
5-U06
A.-U07
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PARTICIPATING-U07
AGREEMENT,-U07
IN-U07
THE-U07
AMOUNT-U07
OF-U07
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BETWEEN-U07
THE-U07
MONTEREY-U07
COUNTY-U07
117-TREASURER/TAX-U08
COLLECTOR-U08
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JANBAYS-U10
5/6/2011-U011
TREASURER-TAX-U012
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GILA-U012
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