COMPLETED BOARD ORDER¶"┐►|E┐└►D┌└►┘32
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

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COMPLETED BOARD ORDER¶"┐►|E┐ └►D┐ └►┘ 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.
SUMMARYIDISCUSSION:
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.

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COMPLETED BOARD ORDER¶"┐◆|E┐ └◆D└└◆┘ 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 Prcposal 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 Colllctor
May 5211
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┐└R┌|┘ 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, 1s` 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.
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FULLY EXECUTED AGREEMENT WITH┐└◆R┐│◆┘ 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.
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FULLY EXECUTED AGREEMENT WITH┐ └R└ | ┘ 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.

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FULLY EXECUTED AGREEMENT WITH┐└R┘|┘ Master Agreement No. MA-200906 with Gila Corporation, dba Municipal Services Bureau MSB)
10. Indemnification. Contractor shall indemnify and save harmless County and its respective judges, subordinate judicial officers, officers, agents and employees from and against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, resulting directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by County or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on County, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of County and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee.
11. Entire Agreement. This Agreement and the incorporated documents constitute the entire understanding between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not included in this Agreement, and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
12. Amendment. No alteration or amendment to the terms of this Agreement shall be valid unless it is made in writing and is signed by the parties, and no oral understanding or agreement shall be binding on the parties.
13. Assignment. Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.
14. Governing Law. This Agreement will be construed under the laws of the state of California, without regard to its conflict of law provisions.

15. Waiver. Any waiver by either party of a breach of any of the terms of this Agreement will not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.
16. Further Assurances. Each party hereto agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time to effectuate the provisions and purposes of this Agreement.
17 Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.
18. Time. Time is of the essence in the performance of services under this Agreement.
19. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.
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FULLY EXECUTED AGREEMENT WITH┐ └R│ │┘ 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.
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