

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

24-663

SAP Number

## San Bernardino County Fire Protection District

Department Contract Representative	Dan Munsey
Telephone Number	909-387-5779
Contractor	San Bernardino County Auditor- Controller/Treasurer/Tax Collector
Contractor Representative	Franciliza Zyss
Telephone Number	
Contract Term	Fiscal Year 2024-2025
Original Contract Amount	N/A
Amendment Amount	
Total Contract Amount	
Cost Center	

**Briefly describe the general nature of the contract:** *This Agreement is for the Collection of Special Taxes, Fees, and Assessments Fiscal Year 2024-25 with San Bernardino County for the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to collect special taxes, fees and assessments for the San Bernardino County Fire Protection District for Fiscal Year 2024-25.*

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ *Aaron Gest*

Aaron Gest, Deputy County Counsel

Date 7/18/24

Reviewed for Contract Compliance

▶

Date \_\_\_\_\_

Reviewed/Approved by Department

▶

Date \_\_\_\_\_



AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
AGREEMENT FOR COLLECTION OF SPECIAL  
TAXES, FEES, AND ASSESSMENTS  
FISCAL YEAR 2024-25

THIS AGREEMENT is made and entered into this 23 day of July, 2024,  
by and between the COUNTY OF SAN BERNARDINO, hereinafter referred to as "County"  
and the San Bernardino County Fire Protection District, hereinafter referred to as "**District**".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any city, school district, special district, zone or improvement district thereof; and

WHEREAS, the District and County have determined that it is in the public interest that the County, when requested by District, collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of District, and of each zone or improvement District thereof.

2. When County is to collect District's special taxes, fees, and assessments, District agrees to notify in writing the Auditor-Controller (268 W. Hospitality Lane, 4<sup>TH</sup> floor, San Bernardino, CA 92415) of the County on or before the 10<sup>th</sup> day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the Auditor-Controller by said date.

3. County may charge District an amount per parcel for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the District, not to exceed County's actual cost of collection.

4. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIII C and XIII D of the California Constitution (Proposition 218).

5. District hereby releases and forever discharges County and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under

this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees or assessments as contemplated in this agreement.

6. The County Auditor-Controller has not determined the validity of the taxes or assessments to be collected pursuant to this contract, and the undersigned District hereby assumes any and all responsibility for making such a determination. The undersigned District agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract or the imposition of the taxes or assessments collected pursuant to this contract, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. If any judgment is entered against County or any other indemnified party as a result of action taken to implement this Agreement, District agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify District of its intent to implement any offset authorized by this paragraph.

7. District agrees that its officers, agents and employees will cooperate with County by answering inquiries made to District by any person concerning District's special tax, fee, or assessment, and District agrees that its officers, agents, and employees will not refer such individuals making inquiries to County officers or employees for response.

8. District shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this agreement

9. This agreement shall be effective for the 2024-25 fiscal year.

10. Either party may terminate this agreement for any reason upon 30 days written notice to the other party. The County Auditor-Controller shall have the right to exercise County's right and authority under this contract including the right to terminate the contract.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. Each person signing this agreement represents and warrants that he or she has been fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

District: San Bernardino County Fire Protection District

By: *Dawn Rowe*

Printed Name: Dawn Rowe

Title: Chair

Date: JUL 23 2024

ENSEN MASON CPA, CFA,  
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
SAN BERNARDINO COUNTY

By Authorized Deputy: *Franciliza Zyss*

Printed Name: Franciliza Zyss

Title: Chief Deputy, Property Tax

Date: 07-23-2024

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD.  
LYNNA MONEILL  
Secretary

By *Lynna Moneill*

