




**COUNTY OF SANTA BARBARA
PLANNING AND DEVELOPMENT**

MEMORANDUM

TO: Counter Staff and Supervisors
Case Processing Staff and Supervisors

FROM: Crysta Rider, Business Manager 
Steve Mason, Assistant Director

DATE: Revised January 23, 2021
~~(Revised May 22, 2019)~~
~~(Revised June 3, 2017)~~
~~(Revised April 28, 2014)~~
~~(April 4, 2013)~~

RE: Project Submittal, Billing Procedures, and Agreements for Payment of Processing Fees

The County of Santa Barbara requires payment for all processing costs associated with the review of applications for permits for development and other uses of property as required by the County Zoning Ordinances.

A security deposit or a fixed fee will be collected at the time of project submittal depending on the type of permit the applicant is seeking. **A (wet) signed Agreement for Payment of Processing Fees Form, identifying the Financially Responsible Party, is required as part of the submittal packet.** The agreement shall identify the Project Name and Assessor Parcel Number that will be billed as part of the account. A new Agreement for Payment of Processing Fees must be signed whenever there is a change in financial responsibility.

Security deposit projects receive monthly invoices to be paid within 30 days from the date of invoice. Once a project is completed and all cases associated with the project are closed, any remaining security deposit will be refunded to the Financially Responsible Party on record for the account at the time the refund is processed (typically the last person who signed the Agreement for Payment of Processing Fees). Failure to pay a monthly invoice could result in a financial hold being placed on the project and no additional staff work will be performed on the project until payment is received.

Fixed fee projects usually do not receive additional monthly billings because they are ministerial in nature and can be processed with a consistent and predictable level of staff review for that application type. However, if a fixed fee project has unique characteristics or raises complex issues which would make the case more expensive to process, the project applicant will receive written notification from the assigned planner and the account will be converted to a monthly billing process.

The assigned planner will request the Agreement for Payment of Processing Fees from the Financially Responsible Party. The Financially Responsible Party will then receive monthly invoices to be paid within 30 days from the date of invoice as in a security deposit account billing.

Security deposit on permit compliance projects will receive monthly invoices similar to other security deposit project accounts. Failure to pay monthly invoices on permit compliance projects may result in the issuance of a Notice of Violation pursuant to the County's Administrative Fine Ordinance.

Telecom Projects will receive monthly invoices similar to other security deposit project accounts. A (wet) signed **Telecom Agreement for Payment of Processing Fees Form** identifying the Financially Responsible Party, is required as part of the submittal packet for all telecom related cases including permit compliance.

Energy and Minerals Projects will receive monthly invoices to be paid within 30 days from the date of invoice. Once a project is completed and all cases associated with the project are closed, any remaining security deposit will be refunded within (4) four months of the terminated Agreement for Payment of Case Processing Fees. The remaining security deposit will be returned to the Financially Responsible Party on record for the account at the time the refund is processed (typically the last person who signed the Agreement for Payment of Processing Fees). Failure to pay a monthly invoice could result in a financial hold being placed on the project and no additional staff work will be performed on the project until payment is received.

A blank Agreement for Payment of Processing Fees is attached to this memo for reference. If you have any questions regarding billing procedures, please contact accounting staff at (805) 568-2003.



Santa Barbara **COUNTY** Planning and Development Department

Agreement for Payment of Fees

Check one: General Land Use Telecommunications Petroleum

COUNTY of Santa Barbara (hereinafter **COUNTY**) and _____, the Financially Responsible Party (hereinafter **FRP**) **AGREE AS FOLLOWS:**

1. This Agreement is in reference to permit processing costs for case(s) associated with the Project:

Site Address (APN if no address): _____

Project Scope: _____

2. A security deposit or fixed fee will be collected at time of project submittal. Security deposit projects will receive monthly invoices to be paid within 30 days from invoice date. Upon completion of project review, any remaining security deposit will be refunded to the **FRP**. If a fixed fee project has unique characteristics or raises complex issues which would make the case more expensive to process, it will be converted to a monthly billing process, as detailed above. If it is necessary to utilize consultant services, a deposit to cover consultant costs will be requested from the **FRP** prior to execution of the contract with the consultant. If the **FRP** elects to utilize outside contractors to expedite permit processing, consultant costs plus indirect overhead will be charged on an hourly basis.
3. The **FRP** is responsible for payment of all permit processing costs associated with the cases listed above. If, during the course of processing, the financial responsibility changes, the new financially responsible party must complete an Agreement for Payment which will release the previous **FRP** from further financial obligations and designate the new **FRP**. The undersigned **FRP** remains financially responsible until a new **FRP** signs a separate Agreement for Payment.
4. For projects that receive a monthly billing, the **FRP** will receive from the **COUNTY** a P&D Project Cost Estimate Worksheet. This worksheet is informational. It is a good faith effort to provide the **FRP** with an estimate of project costs for the duration of permit processing. If unforeseen circumstances arise during permit processing which substantially increase the level of effort and estimated costs, **COUNTY** will send the **FRP** a revised worksheet.
5. If an invoice is not paid within 30 days **COUNTY** may stop work and close the case.
6. **FRP** agrees to pay all fees applicable under the **COUNTY**'s fee schedule(s) prior to approval and issuance of land use clearance; map clearance or clearance for record of survey; building permits; post discretionary case clearance; services related to petroleum permits such as inspections, remediation, research, violations, compliance and appeals. No clearances or permits will be issued without receipt of full payment for fees applicable under the **COUNTY**'s fee schedule, unless waived or adjusted by the Board of Supervisors upon showing of good cause. In a declared emergency or disaster, fees are deferred until final building clearance, and must be paid by the **FRP** prior to the granting of final building clearance.
7. If the **FRP** owes any amount due on any other processing case with the **COUNTY**, P&D will not accept any subsequent permit applications from the **FRP**, unless waived by the Director of the Department.

8. If the Project involves the deployment of “Small Wireless Facilities” as defined in Title 17, Section 1.6002(l) of the Code of Federal Regulations, the **FRP** agrees to pay permit processing fees consistent with the requirements of the Federal Communications Commission’s Declaratory Ruling, adopted September 26, 2018 (FCC-18-133), and the **FRP** reserves the right to challenge any fees collected in excess of those requirements through court action.

FRP CONTACT INFORMATION AND SIGNATURE (if LLC or other legal entity, must provide documentation)

SIGNATURE	PRINT NAME	DATE	
FRP STREET ADDRESS	CITY	STATE	ZIP
FRP TELEPHONE NUMBER	FRP EMAIL		

<i>COUNTY Use Only</i>	
_____ COUNTY PROJECT NAME	_____ COUNTY REPRESENTATIVE NAME
_____ COUNTY REPRESENTATIVE SIGNATURE	_____ DATE

CHANGE IN FINANCIALLY RESPONSIBLE PARTY

If this document supersedes a previous Agreement for Payment, due to change in financial responsibility, the previous **FRP** must also sign to acknowledge release of responsibilities. Upon project completion, the security deposit balance (if any) will be refunded to the **FRP** on record at that time.

PREVIOUS FINANCIALLY RESPONSIBLE PARTY:

SIGNATURE	PRINT NAME	DATE	
FRP STREET ADDRESS	CITY	STATE	ZIP
FRP TELEPHONE NUMBER	FRP EMAIL		

DATE OF RELEASE OF FINANCIAL RESPONSIBILITY



Agreement for Payment of Processing Fees Energy, Minerals & Compliance Fees and Consultant Costs

COUNTY of Santa Barbara (hereinafter **COUNTY**) and _____, the Financially Responsible Party (hereinafter **FRP**) **AGREE AS FOLLOWS** :

1. This Agreement is in reference to permit processing costs for case(s) associated with the Project:

Site Address (APN if no address): _____

Project Scope: _____
2. The parties desire by this Agreement to provide for the payment of the reasonable costs of processing **FRP**'s application for the project so as to ensure the continued, uninterrupted and efficient processing of said application.
3. **FRP** understands and agrees that Government Code §65104 authorizes **COUNTY** to charge and collect all processing fees, including consultant costs, as part of the application fee charged for the PROJECT and that a signed agreement for payment of all processing fees and consultant costs and an initial deposit submitted to **COUNTY** is a condition precedent to a determination of application completeness under Government Code §65943 and to continued, uninterrupted processing of the PROJECT.
4. **FRP** understands and agrees that once an application is determined to be complete, **COUNTY** has a mandatory duty under Government Code §65950 to exercise its discretion to approve, conditionally approve, or deny the PROJECT within statutory time limits, and that it is impracticable for **COUNTY** staff to complete processing or present sufficient information to the Planning Commission and/or Board of Supervisors to enable the Planning Commission and/or Board of Supervisors to make legally required findings for PROJECT approval, unless costs are paid in full prior to decision.
5. **FRP** and **COUNTY** agree that, because of the size, nature, or scope of the PROJECT, it is impossible to ascertain the full extent of the costs involved in processing the application and preparing the necessary environmental documentation upon initiation of case processing. **FRP** and **COUNTY** further agree that it is in the interest of the parties and the intent of this Agreement to: (a) permit payment of a deposit of a portion of the estimated case processing fees prior to a determination of application completeness; (b) permit subsequent periodic billings and payments necessary to keep a positive balance on account; and, (c) permit subsequent deposits as necessary to fund consultant costs. **FRP** agrees it will be benefited by retaining greater cash liquidity and will make additional payments upon notification by the **COUNTY** when they are necessary. **COUNTY** agrees it will be benefited through the greater certainty of recovering its full costs to process **FRP**'s application. **COUNTY** further agrees that all fees charged to **FRP** under this Agreement shall comply with Government Code §65104.
6. Therefore, **FRP** agrees that, in consideration of **COUNTY**'s waiver of its right to collect full fees prior to a determination of application completeness, **FRP** shall pay an initial case processing deposit consistent with the effective fee schedule, and if, in the judgment of **COUNTY** staff, costs related to the PROJECT may exceed the initial deposit, **FRP** shall make periodic payments to **COUNTY** to reimburse **COUNTY** for the processing of the application noted above, including appeal costs which exceed the initial appeal fee. In the event **FRP**'s project is approved, **FRP** understands and agrees that it shall pay all fees and

costs due to the **COUNTY** for permit compliance pursuant to Board Resolution No. 93-430 and applicable permit conditions imposed by the **COUNTY**. Such periodic payments shall be made within 30 days of the billing date. **FRP** further agrees that failure to pay such accrued costs shall be grounds for suspension of processing. **FRP** further understands that such delays could result in a recommendation for denial of the PROJECT in the event that the processing was not complete prior to the time required for a **COUNTY** decision pursuant to the Permit Streamlining Act (Government Code §65950 et seq.). In the event construction or operation of the PROJECT has begun, such non- or delayed payment may be grounds for permit non-compliance or violation.

7. **FRP** agrees that “consultant costs” includes those necessary to satisfy **COUNTY**’s duty to meet the requirements of the California Environmental Quality Act (CEQA) and the **COUNTY** CEQA Guidelines resulting in preparation of environmental documents such as Environmental Impact Reports, joint Environmental Impact Reports/Statements, and Negative Declarations. In the event the PROJECT is approved, **FRP** further agrees that “consultant costs” also includes the reasonable cost of any necessary special studies or programs pursuant to PROJECT permit conditions, including any condition requiring participation in **COUNTY**’s permit compliance program, to assess **FRP**’s compliance with its permit conditions during both construction and operation where necessary. **COUNTY** shall retain and contract necessary services of environmental and technical consultants (hereinafter CONSULTANT), after consultation with **FRP**, consistent with **COUNTY**’s normal contracting procedures. **FRP** further agrees that it shall deposit with **COUNTY** 100% of CONSULTANT’s Base Contract amount plus any funds required for contingency. **COUNTY** shall use these funds to meet the projected cost for completion of tasks as contracted with CONSULTANT. **FRP** agrees that the adequacy and the extent of payment to CONSULTANT for its work shall be determined by **COUNTY** after consultation with **FRP**. **FRP** agrees that all decisions concerning the preparation of contractual documents lies with the **COUNTY** through its designated representatives.
8. **FRP** agrees that that it shall provide, prior to **COUNTY**’s contracting with CONSULTANT for services, deposits identified in paragraph 6 above not later that twenty-one (21) calendar days after receipt of written notice from **COUNTY**. **FRP** agrees that its decision not to provide such deposits, or to delay providing such deposits, shall be grounds for suspension of processing and/or denial of the PROJECT pursuant to CEQA Guidelines §15109. In the event construction or operation of the PROJECT has begun, such non- or delayed payment may be deemed to be a permit non-compliance or violation. Within thirty (30) days of completion or termination of CONSULTANT contract, **COUNTY** agrees that all **FRP** deposits of \$50,000 or more shall be placed in an interest-bearing account, with interest paid to **FRP** consistent with **COUNTY** practices and policies.
9. The parties to this Agreement recognize that during the preparation of environmental documents or during completion of special studies and/or compliance efforts, it may become necessary to execute change order provisions in **COUNTY**’s contract(s) with CONSULTANT(s). If, in the reasonable judgment of **COUNTY**, changes in the scope of work require more funds than already deposited, **FRP** agrees to deposit these funds with **COUNTY** not later than twenty-one (21) days after receipt of written notice from **COUNTY**. The need for a change order in **COUNTY**’s contract with CONSULTANT shall be determined by **COUNTY** after consultation with **FRP**.

10. **COUNTY** shall maintain true, correct and complete sets of records in connection with case processing costs, contracted work, and all transactions related thereto, for a period of not less than three (3) years after completion of case processing work or termination of the contract(s). **FRP** may audit **COUNTY**'s records for case processing fees and charges for a period not to exceed the three (3) year period identified above. **FRP** shall provide a written request prior to conducting such review or audit, and shall have the right to conduct no more than one audit per year without written consent by **COUNTY**. Any audit and review conducted pursuant to this paragraph will be conducted by **FRP**'s auditors at **FRP**'s expense, or at **COUNTY**'s option and expense, by a mutually acceptable third-party accounting firm. If a contract for **CONSULTANT**'s work is executed, **COUNTY** shall require that **CONSULTANT** maintain its records and make such records available for audit in compliance with this paragraph.

11. **FRP** shall have the right to review monthly or periodic case processing and **CONSULTANT** costs as billed to **FRP**. If, in the opinion of **FRP**, there are expenditures being made outside the scope of case processing tasks or **CONSULTANT** contract(s), **FRP** shall reimburse **COUNTY** for the expenses in question but may request in writing that **COUNTY** evaluate the issues involved as identified by **FRP**. **COUNTY** shall conduct such evaluations within a reasonable time and, if necessary, halt any work outside the scope of case processing tasks or **CONSULTANT** contract(s). The Director of Planning and Development shall review the matter should **COUNTY** staff and **FRP** not reach an agreement. **FRP** agrees that nothing herein shall be construed as relieving **FRP** of its responsibility to reimburse **COUNTY** pursuant to this Agreement.

12. Within four (4) months of termination of this Agreement, any funds not expended shall be refunded to **FRP**. **FRP** agrees that **COUNTY** may withhold any and all permits not issued until all case processing or related fees are paid by **FRP**.

FRP CONTACT INFORMATION AND SIGNATURE (if LLC or other legal entity, must provide documentation)

SIGNATURE	PRINT NAME	DATE
FRP STREET ADDRESS	CITY	STATE
FRP TELEPHONE NUMBER	FRP EMAIL	

<i>COUNTY Use Only</i>	
_____ COUNTY PROJECT NAME	_____ COUNTY REPRESENTATIVE NAME
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