AGREEMENT FOR PAYMENT OF PROCESSING FEES - TELECOM PROJECTS

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 Project (print project name and APN, if applicable):

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

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 prior to approval and issuance of land use clearance, map clearance or clearance for record of survey, building permits and post discretionary case clearance. 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.

Executed this _____ day of _____________, 20____.

COUNTY OF SANTA BARBARA FINANCIALLY RESPONSIBLE PARTY

By: _________________________ _________________________
     P&D Representative Signature             FRP Signature

                                      _________________________
                                        P&D Representative Name             FRP Printed Name

                                      _________________________
                                        FRP Mailing Address

                                      _________________________
                                        City, State, ZIP
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:

Print Name: __________________________________________________
Signature: __________________________________________________
Mailing Address: __________________________________________________
City, State, ZIP: __________________________________________________
Date of release of financial responsibility: ________________________________