



COUNTY OF SANTA BARBARA

Planning and Development

www.countyofsb.org/plndev

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.

Santa Barbara County Agreement for Payment Form

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: _____