



**COUNTY OF SANTA BARBARA
PLANNING AND DEVELOPMENT**

MEMORANDUM

TO: Counter Staff and Supervisors
Case Processing Staff and Supervisors

FROM: Rachel Lipman, Business Manager
Steve Mason, Administration and Operations Manager

DATE: June 3, 2017 (Revised)
~~(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 is required as part of the submittal packet. The new agreement shall identify the Project Name 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.

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.



COUNTY OF SANTA BARBARA

Planning and Development

www.sbcountyplanning.org

AGREEMENT FOR PAYMENT OF PROCESSING FEES

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.

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: _____