



COUNTY OF SANTA BARBARA

Planning and Development

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ENERGY AND MINERALS DIVISION

AGREEMENT FOR PAYMENT

of PERMIT PROCESSING and COMPLIANCE FEES

and CONSULTANT COSTS

The County of Santa Barbara (hereinafter COUNTY) and Plains Pipeline, L.P., the Financially Responsible Party (hereinafter FRP)

AGREE AS FOLLOWS:

1. FRP has submitted to COUNTY an application for the

Line 901 and Line 903 Replacement Project Case # _____
(hereinafter PROJECT)

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.

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.

3. 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.
4. 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

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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.

5. 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.
6. 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.
7. FRP agrees that that it shall provide, prior to COUNTY's contracting with CONSULTANT for services, deposits identified in paragraph 6 above not later than 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

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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.

8. 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.
9. 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.
10. 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.
11. 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.

Santa Barbara County Energy and Minerals Division Agreement to Pay

Executed this _____ day of August, 2017.

COUNTY OF SANTA BARBARA
Planning and Development Department
Energy Division

FINANCIALLY RESPONSIBLE PARTY

By: _____
P & D Representative

Print Name: William David Gace Jr.

Signature: 

Date: 8/14/17

cd

Mailing Address: 333 Clay Street, Suite 1600

Houston TX 77002

CHANGE OF FINANCIALLY RESPONSIBLE PARTY

If this document supersedes a previous Agreement to Pay, due to change in financial responsibility, the previous FRP must also sign to acknowledge release of responsibilities.

PREVIOUS FINANCIALLY RESPONSIBLE PARTY:

FRP Name: _____

FRP Representative Name: _____

Signature: _____

Date of Release of Financial Responsibility: _____

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Revised: 4/10/2006