

KITTITAS COUNTY  
DEPARTMENT OF PUBLIC WORKS

**AGENDA STAFF REPORT**

**AGENDA DATE:** March 16, 2010

**ACTION REQUESTED:** Consider for Board Signature the EFSEC  
Staffing Agreement - Contract No. S10-55200-  
003- Kittitas Valley Wind Power Project Plan  
Review

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**BACKGROUND:** This Staffing Agreement with the Energy  
Facility Site Evaluation Council (EFSEC) will  
ensure full cost recovery by the county for  
services to be rendered in the construction,  
inspection and monitoring of the Kittitas  
Valley Wind Power Project.

**INTERACTION:** Public Works

**RECOMMENDATION:** Sign the Washington State Intergovernmental  
Contract with the Energy Facility Site  
Evaluation Council for Plan Preview for the  
Kittitas Valley Wind Power Project.

**HANDLING:** Return two original copies to Public Works

**ATTACHMENTS:** Contract with EFSEC

**LEAD STAFF:** Kirk Holmes  
Director of Public Works

**WASHINGTON STATE INTERGOVERNMENTAL CONTRACT**

**WASHINGTON STATE  
ENERGY FACILITY SITE EVALUATION COUNCIL (EFSEC)**

**and**

**KITTITAS COUNTY, WASHINGTON**

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This CONTRACT is made by and between the **ENERGY FACILITY SITE EVALUATION COUNCIL**, a Washington State Agency, hereinafter referred to as the "**COUNCIL**" or "**EFSEC**", and **KITTITAS COUNTY, WASHINGTON**, a political subdivision of the State of Washington, hereinafter referred to as the "**COUNTY**", under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform governmental services which each is by law authorized to perform;

WHEREAS, the COUNCIL is authorized by Chapter 80.50 RCW to provide regulatory oversight and determine compliance with the terms and conditions of Site Certification Agreements (SCA) issued to approved major energy facilities; and

WHEREAS, the State has approved an SCA for the construction and operation of the Kittitas Valley Wind Power Project (Project or KV), a wind turbine electrical generation facility located in Kittitas County, Washington; and

WHEREAS, the SCA requires Sagebrush Power Partners, LLC (Certificate Holder) to submit to the COUNCIL or its designated representative for approval, design documents that demonstrate compliance with SCA conditions; and

WHEREAS, the SCA specifies that KV buildings and structures shall comply with the requirements of Kittitas County construction codes; adopted building codes; and other applicable codes; and

WHEREAS, Kittitas County is expressly authorized and has the capability to provide plan review and inspection services on facilities built in the county for purposes as set out by this contract; and

WHEREAS, the COUNCIL desires to secure the services of Kittitas County to serve as its designated representative for reviewing KV plans and specifications and conducting inspection services as provided herein; and

WHEREAS, the COUNCIL and COUNTY find it mutually beneficial and in the public interest to enter into an interlocal services contract for the COUNTY to provide plan review and inspection services for the Project; and

WHEREAS, all rights and obligations of the parties to this CONTRACT shall be subject to and governed by those Special Terms and Conditions contained in the text herein; and the Intergovernmental General Terms and Conditions, Attachment A hereto; each incorporated by reference herein.

NOW, THEREFORE, the COUNCIL AND COUNTY agree as follows:

1. Services and Payment. The County shall provide certain plan review and construction inspection services and advice to the COUNCIL regarding compliance. The final decision regarding compliance will be THE COUNCIL's. The Specific services with respect to this Agreement are contained in Exhibit A, attached hereto. The Certificate Holder shall pay directly to the County for expenses it may incur in plan review, processing and construction inspection services related to the turbine foundations and County Road improvements. Fifty percent (50%) of the Review and Inspection Fee shall be paid as an initial deposit within 30 days from the Effective Date of this Agreement. The remaining fifty per cent (50%) of Review and Inspection Fee shall be paid within 30 days after the start of foundation construction.
2. County Services Staffing. If the Community Development Services Director or Public Works Director determines that the services described herein cannot be performed within the timeframes in accordance with Paragraph 5 by current County staff, the COUNTY shall retain outside consultants pursuant to Paragraph 3 below.
3. Third-Party Contracts For County Staffing or Peer Review. The COUNTY and COUNCIL acknowledge that it may be more efficient for one or more County departments to enter into third-party contracts in order to expeditiously render the services described herein. The selection of firms or individuals to provide such third-party contract services and the cost of such services shall require approval of the parties hereto.

The County shall be solely responsible for the cost of any third-party contractor's services. The Certificate Holder shall provide reimbursement for such services pursuant to the payment schedule set out in paragraph 1 herein, provided however

the total amount for all services rendered of pursuant to this Agreement by both the County and any third party contractor shall not exceed \$ 100,000.00, exclusive of those amounts paid related to the O&M building, septic installation and water supply system as provided in Ex. A. Copies of third party contractor's invoices shall be provided to the COUNCIL.

4. Expeditious Review and Performance by the County. In accepting the Review and Inspection Fee the County agrees to the following schedule to expedite the review of all plans and to perform all inspections: (1) The County shall provide comments and revisions to all plans submitted for review within 14 calendar days from the County's receipt of such plans; and (2) The County shall respond with field inspections within 24 hours from notification that inspections are needed, if called by 1:00 pm the previous day or; 48 hours from notification that inspections are needed if called after 1:00 pm the previous day.

5. Reporting. The COUNTY shall be available to consult with the Certificate Holder and COUNCIL to provide regulatory oversight assistance and administrative guidance regarding the plans submitted for review.

The COUNTY shall provide periodic updates on the status of its plan review activities to the COUNCIL. Updates may be verbal, memo or e-mail reports per mutual agreement.

The COUNTY shall make written or formal presentations to the COUNCIL, as deemed necessary by the COUNCIL, to complete the review tasks covered in this CONTRACT.

6. Contract Administration. The individuals listed below shall be considered key personnel for the administration of the CONTRACT.

COUNTY:

**Kirk Holmes, Director,  
Community Development Services**

COUNCIL:

**Jim LaSpina, Project Manager  
Stephen Posner, Contract Manager**

The Washington State Department of Commerce (Commerce) shall provide administrative and staff support for the COUNCIL under this CONTRACT.

7. Personnel. The COUNTY represents that it has, or will secure, sufficient personnel to conduct the services required herein. The COUNTY shall advise the COUNCIL of the staff persons assigned to carry out this CONTRACT and their work assignments; if staff must be hired to provide the services under this CONTRACT; or if consulting services are necessary to support this CONTRACT.

8. Compliance. The COUNTY shall comply with all applicable state and local contracting, fiscal and audit laws and regulations in administering this CONTRACT.

9. Insurance. Both parties attest that they have in effect and shall maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder. The maintenance of insurance as required by the Agreement shall not be construed to limit liability of either party to the coverage provided by such insurance, or otherwise limit the recourse to any remedy available by law.

To the extent that the Constitution and laws of the state of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons and property arising from the negligent act or missions of that part or that party's agents or employees arising out of this Agreement.

The COUNTY shall provide, at COUNCIL request, copies of insurance instruments or certifications from the insurance issuing agency.

10. This CONTRACT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto.

11. Periodic Review. The COUNTY and COUNCIL acknowledge that the implementation of this Agreement may require adjustments in the procedures detailed above. The parties will meet as necessary to review the staffing levels and procedures required for the implementation of this Staffing Agreement.


12. Amendments. Amendments to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by the parties. The COUNCIL shall give the COUNTY at least thirty (30) days written notice of its intent to revise this Agreement at which time the COUNTY and Certificate Holder will meet to address such revisions and amendments upon request by either party.

13. Term of Agreement. The term of this Agreement shall commence upon the date executed and shall continue until project construction is completed, as described in the Site Certification Agreement, unless terminated as described herein. The scope or term of this Agreement may be amended pursuant to Paragraph 12 above.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the day and year last specified below.

**WASHINGTON STATE  
ENERGY FACILITY SITE EVALUATION  
COUNCIL**

**KITTITAS COUNTY, WASHINGTON,  
BOARD OF COUNTY COMMISSIONERS**

By: 

Title: Acting  
EFSEC Manager

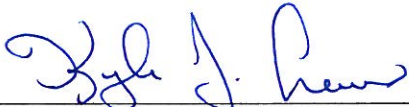
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman Date

By: \_\_\_\_\_  
Commissioner Date

By: \_\_\_\_\_  
Commissioner Date

APPROVED AS TO FORM

  
Assistant Attorney General

This 4<sup>th</sup> day of March 2010

APPROVED AS TO FORM

\_\_\_\_\_  
Prosecutor, Kittitas County

This \_\_\_\_\_ day of \_\_\_\_\_ 2010

ATTEST:

\_\_\_\_\_  
Clerk of the Board Date

## EXHIBIT A

## KITTITAS VALLEY WIND POWER PROJECT COST SCHEDULE

<b>Review/Inspection Item</b>	<b>Total</b>
Turbine Foundations (48 @ \$2,000 each)	\$ 96,000.00
Inspections regarding construction related to Bettas and Hayward Roads	\$ 4,000.00
O&M Building (* See note below).	\$ 0,000.00
On-Site Sewage and water supply system. (** See note below).	\$ 0,000.00
<b>TOTAL STAFFING FEE</b>	<b>\$ 100,000.00</b>

\* Note: This Agreement does not include an amount for the plan review and inspection for the Operation and Maintenance (O&M) building. The O&M building permit will be processed by providing the necessary information pursuant to the forms used for building permits and using current established processes and fee schedules related thereto per KCC Chapter 14. Payments shall be made directly to the County by the Certificate Holder.

\*\* Note: This Agreement does not include an amount for the plan review and inspection for the on-site septic system and water supply. The septic installation and water supply plans will be processed by providing information pursuant to the forms used by the County and the Washington State Department of Health to permit the septic and water system and using the processes and fee schedules related thereto. Payments shall be made directly to the County by the Certificate Holder.