



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 4, 2003

Motion 11658

Proposed No. 2003-0018.1

Sponsors Irons

1 A MOTION authorizing an interlocal agreement between
2 King County and the city of Maple Valley to address
3 flooding in the Jacqueline Meadows area.
4
5

6 WHEREAS, in the 1980s and 1990s, certain privately constructed housing
7 developments, known as Wilderness Village Estates, Maple Valley Meadows, Jacqueline
8 Meadows and Maplebrook Meadows, were planned and constructed in the Maple Valley
9 area of King County, and

10 WHEREAS, per King County regulations the housing developers constructed
11 requisite drainage facilities, most of which had been accepted for ongoing maintenance
12 by King County upon completion of development and monitoring processes, and

13 WHEREAS, in 1996 the area of the developments began to experience significant
14 flooding problems during periods of heavy rain that affected roadways and homes, and

15 WHEREAS, in 1996 and 1997 King County completed a two-phased
16 neighborhood drainage study to assess potential causes of and measures to address the
17 flooding problem; the study determined that the flooding problem may be attributable to

18 a number of factors including elevation of the groundwater table which impedes the
19 infiltration of stormwater runoff to the soil, and

20 WHEREAS, the area of the flooding problem was included in the area of the city
21 of Maple Valley, which was incorporated in August 1997, and

22 WHEREAS, since its incorporation, Maple Valley has taken over King County's
23 responsibility for maintenance of certain drainage facilities in the area of the flooding
24 problem and has been evaluating long-term solutions to the flooding problem, and

25 WHEREAS, as part of the King County-to-Maple Valley governance transition,
26 King County and Maple Valley have desired to cooperatively address the flooding
27 problem, and in its 1999 budget King County allocated seventy-five thousand dollars
28 from its surface water management construction fund as a contribution towards a project
29 that would address the flooding problem, once the project had been appropriately
30 permitted and an interlocal agreement executed between the county and the city, and

31 WHEREAS, Maple Valley has now identified and permitted a project for the
32 purposes of addressing and diminishing the flooding problem that will use an existing
33 water pumping station to convey stormwater overflows to a new infiltration site, and

34 WHEREAS, King County desires to make its contribution of seventy-five
35 thousand dollars towards completion of the project for the purposes of addressing and
36 diminishing the flooding problem, and

37 WHEREAS, under chapter 39.34 RCW, the Interlocal Cooperation Act, King
38 County and the city of Maple Valley are each authorized to enter into an agreement for
39 cooperative action;

40 NOW, THEREFORE, BE IT MOVED by the Council of King County:

Motion 11658

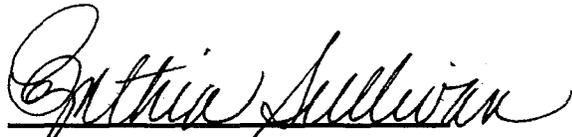
41 The county executive is hereby authorized to enter into an interlocal agreement in
42 substantially the same form as Attachment A to this motion, with the parties address
43 flooding in the Jacqueline Meadows area.

44

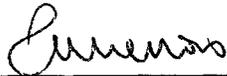
Motion 11658 was introduced on 2/3/2003 and passed by the Metropolitan King County Council on 3/3/2003, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement Between King County and Maple Valley For Funding of a Project to Address Flooding in the Jacqueline Meadows area

INTERLOCAL AGREEMENT 11658
BETWEEN KING COUNTY AND MAPLE VALLEY
FOR FUNDING OF A PROJECT TO ADDRESS FLOODING
IN THE JACQUELINE MEADOWS AREA

1 WHEREAS, in the 1980s and 1990s certain privately constructed housing
2 developments (known as Wilderness Village Estates, Maple Valley Meadows, Jacqueline
3 Meadows and Maplebrook Meadows) were planned and constructed in the Maple Valley
4 area of King County, and

5 WHEREAS, per King County regulations the housing developers constructed
6 requisite drainage facilities, most of which had been accepted for ongoing maintenance
7 by King County upon completion of development and monitoring processes, and

8 WHEREAS, in 1996 the area of the developments began to experience significant
9 flooding problems during periods of heavy rain that affected roadways and homes, and

10 WHEREAS, in 1996/97 King County completed a two-phased Neighborhood
11 Drainage Study to assess potential causes of and measures to address the flooding
12 problem; the study determined that the flooding problem may be attributable to a number
13 of factors including elevation of the groundwater table which impedes the infiltration of
14 stormwater runoff to the soil, and

15 WHEREAS, the area of the flooding problem was included in the area of the City
16 of Maple Valley, which was incorporated in August 1997, and

17 WHEREAS, since its incorporation Maple Valley has taken over King County's
18 responsibility for maintenance of certain drainage facilities in the area of the flooding
19 problem and has been evaluating long-term solutions to the flooding problem, and

20 WHEREAS, as part of the King County-to-Maple Valley governance transition,
21 King County and Maple Valley have desired to cooperatively address the flooding
22 problem, and in its 1999 budget King County allocated \$75,000 from its surface water
23 management construction fund as a contribution towards a project that would address the
24 flooding problem, once such project had been appropriately permitted and an interlocal
25 agreement executed between the County and the City, and

26 WHEREAS, Maple Valley has now identified and permitted a project for the
27 purposes of addressing and diminishing the flooding problem that will use an existing
28 water pumping station to convey stormwater overflows to a new infiltration site;

1 WHEREAS, King County desires to make its contribution of \$75,000.00 towards
2 completion of the project for the purposes of addressing and diminishing the flooding
3 problem; and

4 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, King
5 County and the City of Maple Valley (the "City" or "Maple Valley") (collectively, the
6 "Parties") are each authorized to enter into an agreement for cooperative action;

7 NOW THEREFORE, the Parties hereto agree as follows:

8 I. Purpose

9 This Agreement provides a mechanism for King County to cooperatively fund a
10 capital improvement project (hereinafter "Project") to address flooding and
11 drainage problems in an area of four housing developments, known as the
12 Jacqueline Meadows area, now within the City of Maple Valley.

13 II. Project Background and Description

14 As part of its 1999 budget, King County allocated \$75,000 to assist the recently
15 incorporated City of Maple Valley in addressing residential flooding problems in
16 the Jacqueline Meadows area, in the vicinity of S.E. Wax Road, S.E. 237th Street,
17 and S.E. 238th Street. Maple Valley began assessing the problem and determining
18 potential solutions shortly after its incorporation in 1997.

19 By early 2001, the City of Maple Valley had analyzed eight primary
20 alternatives for addressing the problems; this analysis took into account total cost,
21 overall cost-effectiveness, regulatory/permitting issues, land availability, and
22 degree of flood reduction benefit. In 2001, the City chose as the preferred
23 alternative acquiring/operating an existing pump station to pump stormwater
24 overflows from an existing drainage facility to a new infiltration facility that it
25 would construct, in the vicinity of S.E. 237th Street. In addition, the property
26 acquired for the new infiltration facility would serve as a park facility in dry
27 periods.

28 The City has slated project implementation beginning in 2002 and has
29 acquired all necessary properties and permits.

30 III. Administration

31 This Agreement will be administered for King County by the Intergovernmental
32 Relations Coordinator for the Water and Land Resources Division and for Maple

1 Valley by Dave Zielinski, Project Engineer (“Agreement Administrators”). In
2 case of a dispute that cannot be resolved by the Agreement Administrators, the
3 dispute shall be referred to the King County Manager of the Water and Land
4 Resources Division and the City of Maple Valley Manager for resolution.

5 IV. Responsibilities

6 A. Maple Valley’s responsibilities are as follows:

- 7 1. Maple Valley will provide King County with copies of all required
8 permits for the Project.
- 9 2. Maple Valley will complete construction of the Project as permitted and
10 be responsible for all Project implementation costs, including utilizing the
11 \$75,000 provided by King County for the purposes of completing the
12 Project.
- 13 3. Maple Valley will apprise the King County Agreement Administrator of
14 Project progress and Project completion.
- 15 4. Upon Project completion, Maple Valley will be responsible for all
16 operation and maintenance requirements of the Project. .

17 B. King County’s responsibilities are limited to the following:

18 Upon execution of this Agreement and the City’s providing King County with
19 copies of all required permits, as copies as described in Article II. above, King
20 County will remit \$75,000 to the City toward Project completion.

21 C. Neither party is acting as the agent of the other under the terms of this
22 Agreement or with regard to the Project.

23 V. Effectiveness, Duration, Termination and Amendment

24 A. This Agreement is effective upon signature by King County and the City of
25 Maple Valley and will remain in effect until completion of the Project.

26 B. Upon completion of the Project, this Agreement shall terminate; otherwise,
27 termination of this Agreement may only occur upon mutual consent of the
28 Parties.

29 C. This Agreement is not assignable by either Party, either in whole or in part.

- 1 D. This Agreement may be amended, altered, terminated or clarified only by
2 written agreement of the parties hereto.
- 3 E. This Agreement is a complete expression of the terms hereto and any oral or
4 written representations or understandings not incorporated herein are
5 excluded. The parties recognize that time is of the essence in the performance
6 of the provisions of this Agreement. Waiver of any default shall not be
7 deemed to be a waiver of any subsequent default. Waiver of breach of any
8 provision of this Agreement shall not be deemed to be a waiver of any other
9 or subsequent breach and shall not be construed to be a modification of the
10 terms of the Agreement unless stated to be such through written approval by
11 the parties which shall be attached to the original Agreement.
- 12 F. Nothing herein shall be construed as obligating the Parties to expend money in
13 excess of appropriations authorized by law and administratively allocated for
14 this work.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VI. Indemnification and Hold Harmless

The City shall protect, defend, indemnify, and save harmless King County, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the City's acts or omissions under the terms of this agreement or with respect to the Project. For this purpose the City hereby waives, with respect to King County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ of _____, 200__.

Approved as to form:

KING COUNTY:

Deputy Prosecuting Attorney

King County Executive

CITY OF MAPLE VALLEY:

Legal Counsel

(Title)