

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute an Agreement Between King County, the Shoreline School District, and the City of Shoreline for an Assessment and Recovery Center for COVID-19
<b>DEPARTMENT:</b>	City Attorney's Office
<b>PRESENTED BY:</b>	Debbie Tarry, City Manager Jim Hammond, Intergovernmental Relations
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

In response to the COVID-19 pandemic, King County, the Shoreline School District, and the City of Shoreline have been negotiating an agreement for the use of Soccer Field B at Shoreline Park and adjacent facilities for the purpose of providing a location for those infected with or suspected to infected with the COVID-19 virus to stay if they cannot quarantine at home. Operation is anticipated to begin the first week of April 2020.

RCW 39.34 Interlocal Cooperation Act permits governmental agencies to enter into cooperative action agreements subject to approval by the legislative body. The City Manager needs Council approval to execute a final agreement.

**RESOURCE/FINANCIAL IMPACT:**

The Assessment Center/Recovery Center (AC/RC) results in the loss of use of the park areas it occupies. Currently, these areas are closed due to COVID-19 and, as such, the City is receiving no revenue. The Agreement provides for King County is solely responsible for the construction, operation, and maintenance of the ARC, including staffing, security, and janitorial services. King County is to pay the City \$1,895.00 per day and to reimburse the City for actual usage costs of water and electricity. King County is also responsible to clean all areas and to return the property in a same or better condition. Thus, while City Staff has been actively engaged in negotiating the Agreement and monitoring construction, the actual operation of the ARC should not have a financial impact on the City.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute an agreement with King County and the Shoreline School District for the use of Shoreline Park facilities as a COVID-19 Assessment and Recovery Center in a form acceptable to the City.

Approved By:            City Manager **DT**    City Attorney **J-AT**

## **BACKGROUND**

COVID-19 is a respiratory disease that can result in serious illness or death caused by the SARS-CoV-2 virus, a new strain of coronavirus that had not been previously identified in humans, and can easily spread from person to person (“Community Spread”). Over the past few months, the nation has seen community spread of COVID-19 and public health officials from around the world encourage and advocate for proper hygiene, social distancing, and self-isolation.

In late January and early February 2020, Public Health and Emergency Management Officials in King County and the State of Washington, upon request from the U.S. Centers for Disease Control and Prevention (CDC), planned for an increase in COVID-19 cases. On February 28, 2020 the Public Health-Seattle & King County announced the first King County and United States death due to COVID-19 in Kirkland, Washington. On February 29, 2020, the Washington State Governor issued a State of Emergency; on March 1, 2020, King County Executive Dow Constantine signed a Proclamation of Emergency for King County; and on March 16, 2020, the City Council ratified the City Manager’s Declaration of Local Public Health Emergency in response to COVID -19. On March 13, 2020, the President of the United States issued a State of Emergency.

At the onset of the COVID-19 outbreak Federal and State government asked King County to develop non-congregate sheltering capacity for isolation and quarantine of COVID-19 exposed and confirmed individuals. Subsequently, King County inquired of the City as to the use of Soccer Field B at Shoreline Park for an Assessment and Recovery Center (ARC) to provide a location for those infected with or suspected to infected with the COVID-19 virus to stay if they cannot quarantine at home. Since the City’s right to use the property underlying the Soccer Field is subject to a Joint Use Agreement with the Shoreline School District, a three-party agreement was necessary. In addition, Shoreline Fire Department was included to address fire safety concerns. King County’s request has expanded since its original inquiry to use of the locker rooms at the Shoreline Pool for medical staff, the Shoreline Pool parking lot, the Shoreline Park restrooms and adjacent plaza, and utility services. A separate agreement is being addressed by King County and the School District for diesel generators at the Shoreline Center parking lot in an area south of Soccer Field B to provide power to the temporary ARC structures.

## **DICSCUSSION**

Given the emergency need to have a facility before the COVID-19 virus would compromise the ability of the regional healthcare system to deliver necessary healthcare to the public, construction of the ARC commenced on/about March 17, 2020 as the City, County, and School District worked out the details of an Agreement.

The current draft agreement, entitled the “Shoreline Soccer Field Emergency Special Use Agreement,” provides for the County’s use of:

- Soccer Field B for the placement of two (2) temporary structures to provide assessment and recovery services
- Shoreline Pool Locker Rooms and Lobby to provide shower and restroom facilities for ARC staff
- Shoreline Pool Parking Lot to provide parking area for ARC staff
- Shoreline Park Restrooms to provide additional restroom facilities
- Shoreline Park natural grass areas near Soccer Field B for placement of trailers containing temporary restroom and shower facilities

Shoreline will be charged \$1895.00 per day for the uses of these facilities plus the actual usage of utilities (water and electricity). King County is solely responsible for construction, operation, security, and janitorial services during the operation of the ARC. King County is to operate the ARC consistent with current Public Health Officials' standards for infectious diseases, such as COVID-19. King County is also required to satisfy all fire standards imposed by the Shoreline Fire Department. Insurance and indemnification provisions are included in the Agreement. At the end of its use, currently June 30, 2020, King County is to clean and sanitize all areas and to repair any damage, including to Soccer Field B due to placement of the mobile tent structures.

### **RESOURCE/FINANCIAL IMPACT**

The ARC results in the loss of use of the park areas it occupies. Currently, these areas are closed due to COVID-19 and, as such, the City is receiving no revenue. The Agreement provides for King County is solely responsible for the construction, operation, and maintenance of the ARC, including staffing, security, and janitorial services. King County is to pay the City \$1,895.00 per day and to reimburse the City for actual usage costs of water and electricity. King County is also responsible to clean all areas and to return the property in a same or better condition. Thus, while City Staff has been actively engaged in negotiating the Agreement and monitoring construction, the actual operation of the ARC should have little financial impact on the City.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute an agreement with King County and the Shoreline School District for the use of Shoreline Park facilities as a COVID-19 Assessment and Recovery Center in a form acceptable to the City.

### **ATTACHMENTS**

- Attachment A – Draft Shoreline Soccer Field Emergency Special Use Agreement
- Attachment A, Exhibit A – Special Use Agreement Conditions Established by the Shoreline Fire Department
- Attachment B - Frequently Asked Questions for Assessment & Recovery Center

## SHORELINE SOCCER FIELD EMERGENCY SPECIAL USE AGREEMENT

This SPECIAL USE AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and between King County, a Washington municipal corporation (“King County” or “County”), Shoreline School District No. 412, a quasi-municipal corporation (“District”), and the City of Shoreline, a Washington municipal corporation (“City”). King County, the District, and the City may be referred to individually as “Party” or collectively as “Parties.”

### RECITALS

WHEREAS, on January 21, 2020 the first reported case of COVID-19 in Washington State occurred in Snohomish County and on February 28, 2020 the Public Health-Seattle & King County announced the first King County and United States death due to COVID-19 in Kirkland, Washington, and

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death caused by the SARS-CoV-2 virus, a new strain of coronavirus that had not been previously identified in humans, and can easily spread from person to person; and

WHEREAS, the US Centers for Disease Control and Prevention (CDC) identifies the potential public health threat posed by COVID-19, both globally and in the United States, as "very high" and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States, the State of Washington, King County, and the City of Shoreline; and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19; and

WHEREAS, on March 1, 2020, King County Executive Dow Constantine signed a Proclamation of Emergency for King County in response to COVID -19; and

WHEREAS, on March 4, 2020, the City Manager of the City of Shoreline issued a Local Declaration of Public Health Emergency for the City of Shoreline and such Declaration was ratified by the Shoreline City Council March 16, 2020; and

WHEREAS, on March 11, 2020, the World Health Organization classified the global spread of COVID-19 as a pandemic and urged all governments to act now to stem the spread of the disease; and

WHEREAS, on March 11, 2020, the Washington State Governor and the Local Health Officer for Public Health-Seattle & King County issued proclamations and the Centers for Disease Control and Prevention (CDC) issued recommendations for mitigation strategies for Seattle-King, Pierce, and Snohomish Counties based on COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency due to the COVID-19 pandemic; and

WHEREAS, since this time, national and local governments have imposed restrictions, including the closures of schools, businesses, and other non-essential operations to prevent community spread of COVID-19, however despite these pandemic mitigation efforts, public health officials expect the number of confirmed COVID-19 cases to increase markedly; and

WHEREAS, Shoreline Park Soccer Field B (“Field”) is located on property owned by the School District that is also subject to a Use Agreement between the School District and the City and the Use Agreement provides that the City is responsible for maintaining and managing the Field and authorizing the use for the same;

WHEREAS, King County has requested the use of portions of the Field for the purpose of siting an emergency assessment and recovery center to address community-wide needs of the COVID-19 pandemic; and

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

#### **1. INCORPORATION OF RECITALS**

The foregoing Recitals are incorporated in and made a part of this Agreement.

#### **2. SPECIAL EMERGENCY USE**

The District and the City hereby authorize King County to have temporary use of the Field and ancillary areas for the purposes of locating and operating an emergency Assessment and Recovery Center for the COVID-19 pandemic pursuant to the conditions set forth in this Agreement.

##### **A. Facilities.**

1. King County shall have the temporary and exclusive use of Shoreline Park Field B ("Field") and the adjacent natural grass area between the Field and tennis courts and surrounding walkways for the erecting and operating an Assessment and Recovery Center and related amenities (collectively, "ARC") for use 24 hours per day, seven (7) days a week. The proposed ARC currently includes two tents, along with trailers for shower and toilet facilities. Due to the emergency nature of the COVID-19 pandemic, the exact configuration and operational details are in flux and are flexible. Shoreline Police, Planning and Community Development, Parks, Recreation and Cultural Services, and Communications Departments, along with the Shoreline Fire Department and the District will continue to meet with King County and work through details and by mutual agreement of the Parties revise this Agreement as needed.

2. King County shall be solely liable for the construction and operation of the ARC, including all services provided at the ARC.
3. King County shall secure any necessary certification(s) for the operation of the ARC, including electrical certification from the Washington State Department of Labor and Industries, wastewater disposal from the Ronald Wastewater District, and medical assessment and recovery operation from the Washington State Department of Health. Upon request of the City or the District, King County shall provide copies of these certifications.
4. All staff retained by King County shall be appropriately trained for their respective positions and shall be employees or contractors of King County and not the City or the District.

**B. Accessory Uses – Shoreline Pool and Parking and Shoreline Park Restrooms**

1. King County shall have the temporary and exclusive use of the lobby area and both locker rooms and showers in the Shoreline Pool (“Pool Space”) for the purpose of providing support space for staff associated with the ARC. King County shall install plastic sheeting of at least a six (6) millimeter thickness, or some other type of barrier, to separate the Pool Space from the rest of Shoreline Pool building. King County shall be responsible for custodial services during its use of the Pool Space. King County’s use of the Pool Space shall end when the City, at its sole discretion determines it is able to open the Shoreline Pool for public access and programs.
2. King County shall have the temporary and exclusive use of the Shoreline Pool Parking Lot (“Parking Space”) for the purpose of providing parking for staff associated with the ARC.
3. King County shall have the temporary and exclusive use of the Shoreline Park Restrooms (“Park Restrooms”) immediately adjacent to the Field for the purpose of providing restroom facilities to staff and/or patients.
4. No parking or vehicle access shall be allowed on the Field with the exception of emergency vehicles or vehicles associated with the construction of the ARC and its subsequent removal.

**C. Fencing and Security.**

1. King County shall, at its own cost and expense, fully fence or provide other necessary protective measures to secure the ARC and all equipment related to the operation of the ARC. King County shall be solely responsible for placement, repair, maintenance, or other costs related to the fencing.
2. King County shall, at its own cost and expense, provide 24-hour, seven day a week, security personal at a level deemed acceptable to King County, but no less than two (2) security personnel for less than 100 patients and four (4) security personnel for over 100 patients, during its use of the Fields, Pool Space, Park Restrooms, and Parking Space for operation of the ARC.
3. King County shall, at its own cost and expense, provide lighting necessary for security of the ARC. Any such lighting shall be downlit and shielded, if necessary, from adjacent residential dwellings.

**D. Signage.**

1. King County shall maintain signage designating the Field as closed to the public with an explanatory statement as to the reason for the closure.
2. King County shall post signage prohibiting smoking of any kind, including vaping, in and around the ARC, the Pool Space, the Park Restrooms, and the Parking Space except for the designated smoking area providing in Section F.
3. The City and the District shall jointly approve all signage.

**E. Health Safety and Sanitation.**

1. King County shall strictly adhere to health industry standards related to limiting the spread of infectious disease and/or protocols issued by Local, State, and/or Federal Public Health Officials, including but not limited to Seattle-King County Public Health, Washington State Department of Health, and the U.S. Center for Disease Control (collectively, “Public Health Officials.”), as those may be updated during this emergency.
2. King County shall strictly adhere to all guidelines and/or protocols issued Public Health Officials in regards to the admission, treatment, and discharge of patients.
3. King County shall strictly adhere to health industry standards for the safe disposal of all medical wastes generated by the operation of the ARC. King County shall provide for the removal of all medical and non-medical wastes from the ARC, Pool Space, and Park Restrooms on a regular basis.
4. Wastewater shall be collected and self-contained within the shower and toilet trailers. Grey water and waste tanks shall be emptied daily using industry standard protocols for pumping and spill protection, including the protection of stormwater catch basins.
5. King County shall have the necessary equipment and/or materials on-site to contain and provide for immediate clean-up of any spillage of waste or wastewater. King County shall promptly report any spill to the City’s Customer Response Team at 206-801-2700 and to the District as provided in Section XX below. The City shall assess impacts to the City’s stormwater system and provide King County with corrective mitigation measures as necessary.
6. King County shall, upon request, provide the City with a copy of health industry standards and/or protocols.

**F. Fire Safety.**

1. The tents utilized for the ARC shall comply with the applicable provisions of the International Fire Code 2015 as adopted by the State of Washington and the City (IFC), including Chapter 31 Tents and Other Membrane Structures.
2. King County shall work with the Shoreline Fire Department (Shoreline Fire) to ensure that the ARC complies with

the applicable provisions of the IFC and Shoreline Fire policies and satisfies the conditions established by Shoreline Fire and set forth in Exhibit A to this Agreement during the Term of this Agreement.

3. King County shall prohibit smoking of any kind, including vapor, inside the ARC, Pool Space, Parking Space, Park Restrooms, and anywhere on the artificial turf of the Field. Smoking is permitted within a designated outdoor smoking area that shall be located on a concrete bleacher pad at the southern boundary of the Field. King County shall provide signage and refuse containers for this area.
4. King County shall permit Shoreline Fire access to the ARC at reasonable times during its operation to perform fire safety inspections and ensure compliance with the conditions set forth in Exhibit A.

#### **G. Public Safety.**

1. In addition to King County providing security personnel as set forth in Section C, the King County Sheriff's Office, serving as Shoreline Police, shall provide necessary law enforcement services to the ARC as required by applicable law.
2. King County agrees that the ARC is for the assessment and recovery only of individuals suffering from COVID-19 and that any individuals requiring hospitalization shall be promptly transported to an available hospital.
3. King County agrees that for any fatalities that may occur during occupancy at the ARC, that the attending medical professional shall make the determination of cause of death. In the event, that an investigation into the cause of death is required, then the King County Medical Examiner's Office shall be responsible for such an investigation.

#### **H. Post-Use Repair and Sterilization.**

1. The City understands that King County's use and operation of the ARC on the Field shall require sterilization and that certain alterations such as staking or digging may need to occur in order to place the ARC on the Field. King County, at its sole cost and expense, shall return the Field in a sterilized condition and in the same or better condition than at the time of occupancy. King County shall further perform all necessary remediation and make all required repairs, which may include full replacement of the Field, as determined by a Certified Field Turf Contractor, in a timely manner at the conclusion of use.
2. King County shall, at its sole cost and expense, clean and sanitize the Pool Space and all other areas of the Shoreline Pool building at the end of King County's use and repair the same, as necessary, so as to return it in the same or better condition than at the time of occupancy.
3. King County shall, at its sole cost and expense, clean and sanitize the Park Restrooms and the area immediately surrounding the Park Restrooms at the end of King County's use and repair the same, as necessary, so as to return it in the same or better condition than at the time of occupancy.
4. Sterilization of the Field, the Pool Space, and the Park Restrooms shall be consistent with standards established by public health officials.
5. King County's obligations pursuant to this Section H Post-Use Repair and Sterilization shall survive any termination or expiration of this Agreement.

#### **I. Fees.**

1. King County shall pay the City the following for the purposes set forth in this Agreement:
  - a. \$1,395.00 per day, starting March 17, 2020, for each day of use of the Field and Park Restrooms.
  - b. \$250.00 per day, starting on March 26, 2020, for each day of use of Pool Space.
  - c. \$250.00 per day, starting March 17, 2020, for each day of use of Parking Space.
  - d. Actual usage of utilities (water and electricity) based on the difference between the City's normal usage for the Field, Pool Space, Park Restrooms, and Parking Space and King County's utility usage during the term of this Agreement.
2. As soon as reasonably practicable after the termination of King County's use of the Field, Pool Space, Parking Space, and the Park Restrooms the City shall provide King County with an invoice for the total amount due. The City may submit a second invoice to King County for utility usage. King County shall remit that total amount due within thirty (30) calendar days of the date of the City's invoices.

### **3. TERM AND TERMINATION**

- A.** The term of this Agreement commences on March 17, 2020 and shall continue until 11:59 pm local time on June 30, 2020 ("Term"), unless terminated by the Parties.
- B.** This Agreement may be extended by mutual, written agreement of the Parties which shall be appended to this Agreement.
- C.** This Agreement may be terminated by the City or the School District for cause if King County fails to substantially comply with the terms and conditions of this Agreement.

### **4. INDEMNIFICATION**

King County, at its sole cost and expense, releases and agrees to defend, indemnify, and hold harmless the City and the District, and their respective officials, officers, agents, subcontractors, and employees (“Indemnified Parties”) from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses of whatsoever kind and nature including but not limited to bodily injury, property damage, COVID-19 claims, and reasonable attorney fees (“Indemnified Claims”) that arise out of or are related to (a) the negligent acts or omissions of King County and its officials, officers, agents, subcontractors, and employees acting within the course and scope of their employment, (b) the use by King County of the Field, Pool Space, Park Restrooms, or Parking Space, or (c) the exercise of King County’s rights and privileges under this Agreement for all but those injuries or damages caused by the sole negligence of the City or the District. In the event such Indemnified Claims are caused by or result from the concurrent negligence of Indemnified Parties and King County, then King County’s defense, indemnity and hold harmless obligations hereunder shall be limited to the extent of the negligence of King County, and its respective officials, officers, agents, subcontractors, and employees.

The foregoing provisions specifically and expressly intend to constitute a waiver of King County’s immunity under industrial insurance, Title 51 RCW, as respects the Indemnified Parties only, and only to the extent necessary to provide the Indemnified Parties with a full and complete indemnity of claims made by King County’s employees. This waiver has been mutually negotiated. The provisions of this Section 4 Indemnification shall survive any expiration or termination of this Agreement.

## 5. INSURANCE

Each Party shall maintain liability insurance, or a fully funded self-insurance program, for the protection and handling of its liabilities, including injuries to persons and damage to property. Upon request by a Party, and within five (5) business days of such request, the other Party must provide a certificate of insurance or a letter of self-insurance, evidencing such coverage.

If King County no longer maintains a fully funded self-insurance program for the protection and handling of its liabilities, King County shall obtain insurance of the types and limits described below during the term of this Agreement and extensions. These policies are to contain, or be endorsed to contain, provisions that 1) King County's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City and maintained by the District as excess of King County's insurance (except for professional liability insurance); and 2) King County's insurance coverage shall not be cancelled during the term of this Agreement. King County’s insurance requirements are:

- A. Professional Liability, Errors or Omissions insurance, appropriate to the activities being performed, with limits of liability not less than \$5,000,000 per claim and \$10,000,000 policy aggregate limit.
- B. Commercial General Liability insurance at least as broad as ISO occurrence for CG 00 01 and shall cover liability arising from premises, operation, stop-gap independent contractors and personal injury and property damage with a limit of no less than \$5,000,000 each occurrence and \$10,000,000 general aggregate. If permissible by King County’s insurer, the City and District shall be named as an additional insured on this policy. The County shall submit to the City and to the District a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City and the District.
- C. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$5,000,000 for bodily injury, including personal injury or death and property damage per accident.
- D. Worker’s Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

## 6. RECORDS

The Parties acknowledge that they are all local agencies subject to Washington’s Public Records Act, chapter 42.56 RCW, and, as such, this Agreement and records arising from the performance of this Agreement are public records subject to disclosure unless an exemption applies. The Parties will retain this Agreement and all records related to this Agreement consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

## 7. COMPLIANCE WITH APPLICABLE LAWS

The Parties recognize that Chapter 70.05 RCW grants the King County Health Official broad authority to control and prevent the spread of dangerous, contagious, or infectious diseases, subject to constitutional requirements, and that this broad authority may result in the temporary waiver or suspension of local regulations when strict compliance would prevent, hinder or delay action deemed necessary by the Health Official to address the public health emergency. King County agrees to comply with all applicable laws, rules, and regulations pertaining to life safety for utilities (electrical, wastewater, potable water), fire protection, and the health of workers and patients subject to the Health Official’s determination that compliance would prevent, hinder, or delay action addressing the public health emergency.

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agree to require the same of any subcontractors providing services or performing any work related to the Agreement. During the performance of this Agreement neither Party shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the administration or delivery of services or any other benefits under this Agreement.

During the performance of this Agreement, King County shall be knowledgeable of, remain current, and comply with all applicable existing and developing health and safety guidelines, recommendations, and orders related to the COVID-19 public health emergency issued by the Public Health Department for King County, Washington State Department of Health, and/or US Center for Disease Control.

**8. CONTACT AND COORDINATION**

For the purposes of coordinating and administering this Agreement, the following individuals shall be the representatives for their respective agencies:

City: Eric Friedli, Director of Shoreline Parks, Cell: 206-818-3078 Desk: 206-801-2601, [efriedli@shorelinewa.gov](mailto:efriedli@shorelinewa.gov)

School District: Marla Miller, Deputy Superintendent, Desk: 206-393-4514; [marla.miller@shorelineschools.org](mailto:marla.miller@shorelineschools.org)

King County: Jim Burt, Manager, 206-263-8005; [Jim.Burt@kingcounty.gov](mailto:Jim.Burt@kingcounty.gov)

Shoreline Fire: Derek LaFontaine, Fire Marshal, 206-533-5471, [dlafontaine@shorelinefire.com](mailto:dlafontaine@shorelinefire.com)

Shoreline Police: Shawn Ledford, Chief of Police, Desk: 206-801-2711, [shawn.ledford@kingcounty.gov](mailto:shawn.ledford@kingcounty.gov)

**9. EXECUTION OF AGREEMENT – COUNTERPARTS**

This Agreement may be executed in three (3) counterparts, all of which shall be regarded for all purposes as an original.

**10. ENTIRETY**

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by the Parties.

**11. AMENDMENT OR MODIFICATION**

Any amendments or modifications to this Agreement must be made in writing and signed by the Parties.

**12. SEVERABILITY**

In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

**13. JURISDICTION AND VENUE.**

This Agreement shall be interpreted pursuant to the laws of the State of Washington and any judicial action arising from this Agreement shall be in King County Superior Court.

IN WITNESS WHEREOF, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement of behalf of the Party for which he or she is signing on the date indicated next to their signatures.

**KING COUNTY**

\_\_\_\_\_  
Tony Wright, Division Director  
King County Facilities and Management  
Division

\_\_\_\_\_  
Date

**CITY OF SHORELINE**

\_\_\_\_\_  
Debbie Tarry, City Manager  
City of Shoreline

\_\_\_\_\_  
Date

**SHORELINE SCHOOL DISTRICT**

\_\_\_\_\_  
Rebecca Miner, Superintendent  
Shoreline School District

\_\_\_\_\_  
Date



## EXHIBIT A – Shoreline Soccer Fields Emergency Special Use Agreement



**Shoreline Fire Department  
Fire and Life Safety Requirements  
King County Assessment and Rehabilitation Center Tents  
March 26<sup>th</sup> 2020**

It is the stance of the Shoreline Fire Department (SFD) that the Fire and Life Safety requirements of the MOU between the Shoreline School District, the City of Shoreline, and King County meet the intent of SFD Policy 318: Interim Use Emergency Shelters, and Chapter 31 of the International Fire Code (IFC). We believe these requirements address minimum fire and life safety provisions for the current crisis we are facing.

1. King County to provide detailed site and interior plans. **Site plan** must include Fire and EMS access points, fire lanes, hydrant locations, fencing, and emergency evacuation routes. **Interior plan** must include floor plan with labeling, primary access doors, locations of fire extinguishers, Carbon Monoxide (CO) and smoke detectors, exits, exit width, illuminated exit signs emergency lighting locations, electrical and mechanical panel locations, location of any medical gasses, location of heating or cooking of food.
2. King County to provide a Fire and Life Safety plan that addresses early fire notification to all occupants and evacuation procedures. Plan must include emergency egress or escape routes and exits, portable fire extinguishers, procedure for reporting a fire, means of notifying occupants, procedures for assisted rescue for persons with disabilities or those that cannot self-extricate, a procedure for accounting for occupants after evacuations, contact information of personnel or staff who can provide further information or duties under the plan. Plan must also include a 24/7 fire watch rotation plan that includes fire watch to interior and exterior. The fire watch rotation must be documented every rotation.
3. Facility staff will be trained on the Fire and Life Safety plan, and documented.
4. Evacuation Routes must be posted at every exit.
5. Portable Fire Extinguishers shall be installed in accordance with International Fire Code chapter 906.
6. King County will establish regular tent inspection intervals to ensure tents are maintained. Inspections must be performed by qualified personnel and documented.
7. All existing fire lanes for the Shoreline Pool and Shoreline Center will be maintained.
8. EMS Transport routes for EMS vehicles must be established.
9. King County will allow the Shoreline Fire Department to pre-install fire suppression equipment as needed based on the submitted site plan.
10. Flammable and Combustible liquids shall be stored outside at a location not less than 50 feet from tents, and shall be stored in accordance with Chapter 57 of the International Fire Code

## EXHIBIT A – Shoreline Soccer Fields Emergency Special Use Agreement

11. Open flame or other devices emitting flame, fire, or heat, or any flammable or combustible liquids, gas, charcoal, or other cooking device shall not be permitted inside or located within 20 feet of the tents.
12. No space heaters allowed in tents.
13. Combustible waste material; the floor surface inside tents, and the grounds outside and within a 30 ft perimeter shall be kept free of combustible waste and other combustible materials that could create a fire hazard.
14. Medical gasses must be stored in accordance with International Fire Code Chapter 53.
15. Clearance: There shall be a minimum clearance of at least 3 feet between the fabric envelope and all contents located inside tents.
16. King County will install exit lighting per International Building Code (IBC) Section 1006, and exit signs per IBC 1011.
17. Exit paths shall be maintained and unblocked at all times.
18. Carbon monoxide detectors according to IBC 908.7
19. Interconnected smoke alarms covering the shelter space and adjacent spaces. Battery operated is acceptable. Must be UL listed smoke alarms with sealed non-removable 10-year batteries.
20. Facility shall have a telephone available to call 9-1-1 at all times.

## ATTACHMENT B



Date: 04/03/2020

### Shoreline Assessment Center/Recovery Center (AC/RC)

- ✓ **Is this a voluntary or mandatory commitment facility?**  
Per the public health order, all persons must remain in quarantine pending the results of their tests. Also per the health order, all residents who test positive must stay in isolation until they are recovered. For the Shoreline AC/RC, occupants must stay until they receive the results of their test if in quarantine. If negative, they are free to leave and will be provided transportation. If positive, they must remain in isolation until an onsite health care professional approves a discharge, at which time transportation will be provided.
- ✓ **What type of patients are being placed at this facility?**  
Assessment Center/Recovery Center (AC/RC) refers to a congregate care facility that will provide Public Health-supervised care to symptomatic or COVID-positive adults who are not able to follow public health guidance for isolation, quarantine or recovery in their own home, or do not have a home. Examples could include travelers, symptomatic or COVID positive people who cannot safely care for themselves alone while sick (due to age or disability) or who cannot safely isolate away from a medically fragile or high-risk individual (senior, immune-compromised child) in their home, or people experiencing homelessness. An AC/RC can also provide flex space for hospitals to discharge non-emergency COVID cases, freeing up space for more acute patients. It can also absorb a “surge” need for isolation and quarantine from a congregate or group living situation where multiple individuals need immediate assistance.
- ✓ **Will this be a clean and sober facility or a no barrier facility?**  
No one will be allowed to come and go from the AC/RC. Every occupant will be under an order of quarantine or isolation. Trained medical staff will be onsite to monitor and care for anyone who may have a behavioral health issue of any kind.
- ✓ **Will there be onsite medical and security staff?**  
Every County isolation, quarantine and AC/RC site will have onsite health care staff 24/7. The Shoreline AC/RC will be staffed by Kaiser Permanente health care staff around the clock.
- ✓ **How will medical transportation be handled?**  
If at any time, the health care staff determine that an occupant of the AC/RC needs more acute care they will be transported immediately via ambulance to a health care facility. For those that are tested and are COVID negative, they will be provided transportation home. Those that complete their care will be provided transportation home.

## ATTACHMENT B

- ✓ **How will basic life necessities such as food, water, medicine, laundry, garbage disposal, etc. be provided?**

Every occupant will receive a welcome kit with soap, shampoo and conditioner, toothbrush and toothpaste, and other essentials. They will receive water, snacks and meals and other needs they might identify. Medical care will be provided by onsite health staff. Showers are available and towels provided. Every effort will be made to keep guests comfortable during their recovery.
- ✓ **Will there be behavior rules in place for the patients and what happens if they violate those rules?**

All occupants are in quarantine and isolation, which means that they are not allowed to leave the premises and no one is allowed to come to visit. Onsite staff and security will work with occupants to address any anxiety or distress that may occur as a result of the mandatory confinement and resulting loneliness for family and friends.
- ✓ **Will there be onsite medical and security personnel?**

Every site has 24/7 onsite security, operations and health care staff. Kaiser Permanente professional staff will provide health care services at the Shoreline AC/RC.
- ✓ **How will people be transported?**

Transportation will be provided both to and from the facility by the most appropriate means of transportation, which may include ambulances, Metro ACCESS vans, or other transportation vendors.
- ✓ **Public Health Commitment Order**

A public health order is currently in place that compels all residents to remain in quarantine until they receive the results of a screening test. If negative, they are asked to stay at home, but are allowed to leave their residence as needed. If positive, all residents are ordered to isolate at home. For the AC/RCs, these rules also apply. If a resident receives a negative test result, they may leave immediately with transportation provided. If positive, they must remain in isolation at the AC/RC until an onsite health care professional approves discharge.
- ✓ **Will the site have controlled access?**

Every County site has 24/7 onsite security. For the Shoreline AC/RC, there will be 24/7 security both inside and outside the facility and they will control access in and out.
- ✓ **Will occupants receive return transportation?**

All residents receive transportation both to and from any isolation, quarantine and recovery site. Discharge is determined by the onsite health care professional.
- ✓ **How will this building/property be used in the future?**

The City of Shoreline recognized the public health crisis facing our region and provided a sports field as a home base for an AC/RC. Once that crisis has passed, the buildings will be removed and the soccer field restored and returned to the city with gratitude.
- ✓ **Will the County provide notification of numbers of occupants or any information about those individuals?**

## **ATTACHMENT B**

King County Public Health publishes the total number of residents in isolation, quarantine and recovery sites in a daily news release. No health or identifying information is shared on any resident in any of these locations.