

**MEMORANDUM OF UNDERSTANDING BETWEEN KING
COUNTY AND THE CITY OF ISSAQUAH**

This Memorandum of Understanding (MOU) is made as of the _____ day of April, 2020 between the City of Issaquah, a municipal corporation (the CITY), and King County (the COUNTY), both of which are located in and existing under the laws of the State of Washington. The COUNTY and the CITY may also be collectively referred to herein as the “Parties.”

I. RECITALS

WHEREAS, the CITY and the COUNTY recognize the ongoing public health emergency in the State of Washington resulting from COVID-19 and the potential spread of COVID-19 throughout King County, the state, and the United States; and

WHEREAS, as a result of the continued spread of COVID-19, declarations and/or proclamations of emergency have been issued by the Governor of the State of Washington, the County, the City, and the federal government; and

WHEREAS, the COUNTYs local health officer, Dr. Jeff Duchin, has issued an Order (the ORDER) authorizing the COUNTY to utilize properties that it owns or controls for temporary housing for isolation, quarantine, and congregate recovery due to COVID-19; and

WHEREAS, the COUNTY leases property at 1801 12th Ave, NW, Issaquah, WA (the PROPERTY) which was formerly the Holiday Inn; and

WHEREAS, use of the PROPERTY to provide temporary housing for isolation, quarantine, and congregate recovery due to COVID-19 has been determined to be exempt from local zoning regulations during the COVID-19 epidemic by order of the King County Superior Court; and

WHEREAS, use of the PROPERTY as a temporary public health facility is exempt from the State Environmental Policy Act, chapter 43.21C RCW (SEPA), under WAC 197-11-880 relating to emergency actions to avoid an imminent threat to public health; and

WHEREAS, the parties agree that the COUNTY will comply with the requirements of the Issaquah Municipal Code (IMC) when the COVID-19 emergency ceases to exist and use of the PROPERTY for temporary housing for isolation, quarantine, and congregate recovery is no longer necessary to maintain public health; and

WHEREAS, the Parties acknowledge that it is the intent of this MOU to lay out the expectations of the parties; and

WHEREAS, the Parties acknowledge that, after the COVID-19 emergency ceases to exist and use of the PROPERTY for temporary housing for isolation, quarantine, and congregate recovery is no longer necessary to maintain public health, nothing in this MOU preempts or supersedes the CITY's authority with respect to closure of the temporary public health facility, permitting requirements that may apply under the IMC when the temporary public health facility is no longer necessary, and restoration of the PROPERTY consistent with the IMC; and

NOW, THEREFORE, the COUNTY and the CITY agree that the following contains principles of understanding between the Parties:

II. PRINCIPLES OF UNDERSTANDING

1. The COUNTY agrees to provide security measures at the PROPERTY 24 hours a day, seven days a week. The COUNTY will construct a fence around the perimeter of the PROPERTY in substantial conformance with the Plan attached to this MOU as Exhibit A; and

2. The COUNTY agrees to provide meals, services, supplies, and counseling as needed to individuals who will be housed at the PROPERTY; and

3. The COUNTY agrees to provide the CITY with a copy of its operational plan for the temporary housing at the PROPERTY as soon as practicable; and

4. The COUNTY agrees to comply with applicable state and local building, plumbing, electrical, mechanical, utilities, and fire code requirements during operation of the temporary public health facility at the PROPERTY, and will work cooperatively with the CITY building official and fire marshal to ensure the facility meets reasonable and minimum safety features; and

5. The Parties intend and agree to act in good faith in order to minimize the impact on surrounding uses, natural resources, and critical areas resulting from the COUNTY's operation of a temporary public health facility on the PROPERTY; and

6. The Parties intend and agree to act in good faith with respect to the COUNTY's obligation to pay for any utility fees associated with the operation of the public health facility at the PROPERTY; and

7. When the COVID-19 emergency ceases to exist and use of the PROPERTY for temporary housing for isolation, quarantine, and congregate recovery is no longer necessary to maintain public health and to control and prevent the spread of COVID-19, the COUNTY shall comply with the CITY's permitting requirements and Land Use Code for any continuing or new use of the PROPERTY.

IN WITNESS WHEREOF, the COUNTY and CITY have executed this Memorandum of Understanding as of the day and year first written above.

KING COUNTY

By: [Signature]
Anthony O. Wright, Division Director,
Facilities and Management Division

Date: 4/17/2020

CITY OF ISSAQUAH

DocuSigned by:
By: Mary Lou Pauly
Mary Lou Pauly, Mayor

Date: 4/17/2020

Approved as to form:

s/Howard P. Schneiderman
King County Prosecuting Attorney's Office

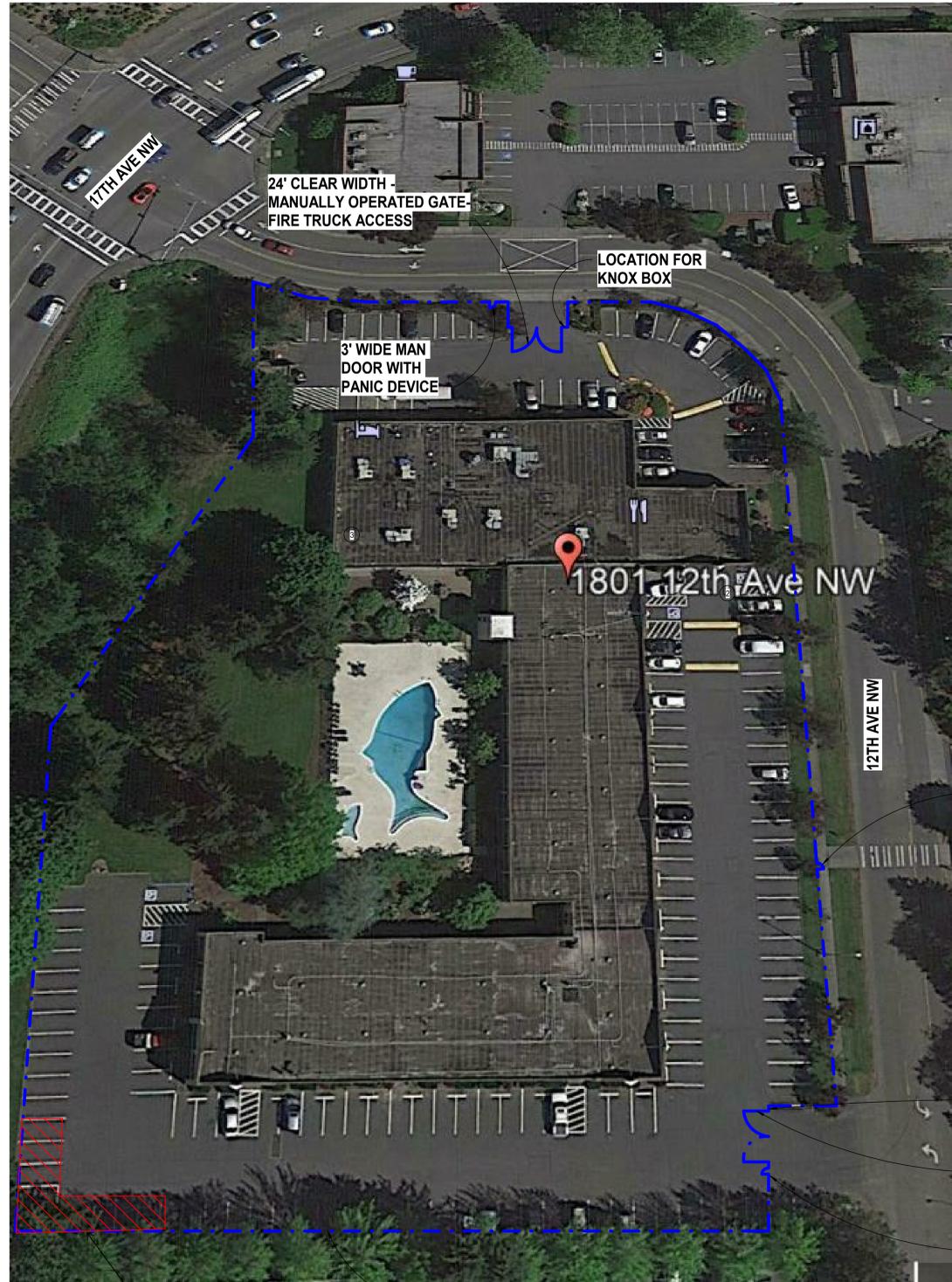
4/17/2020
Date

Approved as to form: DocuSigned by:

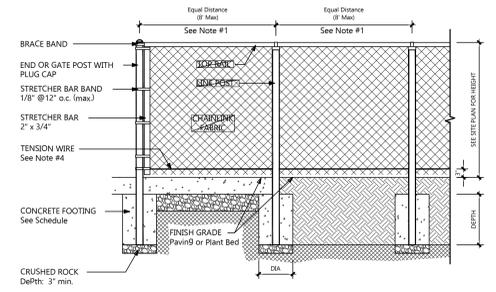
/s/James E. Haney Jim Haney, City Attorney
85394CF968994B5

4/17/2020
Date

City Attorney for the City of Issaquah



SITE PLAN
SCALE: 1" = 30'-0"



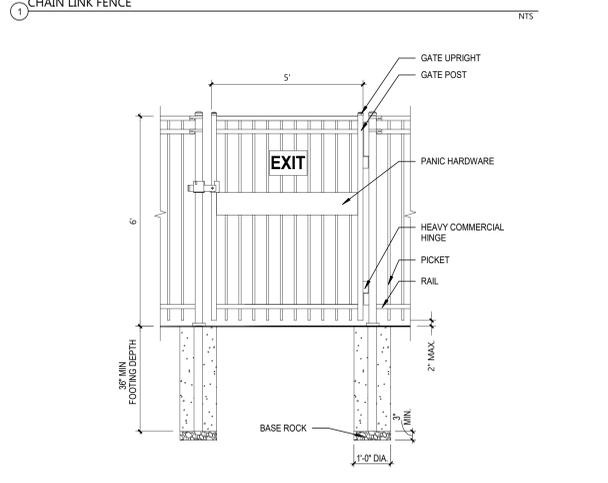
NOTES

- Coordinate layout and installation with concrete work. Locate fence posts at concrete score joints as shown on plans where applicable.
- Submit Shop Drawings for fence as specified.
- See Specifications for finishes and materials.
- Install Tension Wire 3 inches above finish grade. Install Chain Link Fabric 1 inch above finish grade.

GATE POST FOOTING SCHEDULE

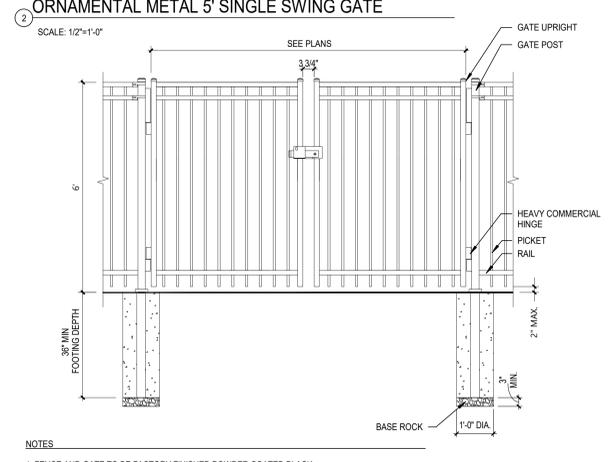
FENCE HEIGHT	FOOTING DEPTH	FOOTING DIAMETER (DIA)
4'-0"	24"	12"
6'-0"	30"	12"

NOT USED



NOTES

- CONTRACTOR TO PROVIDE SHOP DRAWINGS SHOWING FENCE AND GATE FABRICATION, ASSEMBLIES AND INSTALLATION PRIOR TO CONSTRUCTION.
- GATE TO BE FACTORY FINISHED POWDER COATED BLACK.
- PANIC HARDWARE ONLY LOCATED WHERE NOTED ON PLAN.



NOTES

- FENCE AND GATE TO BE FACTORY FINISHED POWDER COATED BLACK.
- PANIC HARDWARE ONLY LOCATED WHERE NOTED ON PLAN.

LEGEND NOTES

SYMBOL LEGEND

PROPOSED NEW FENCING

CODE INFORMATION

APN: 2024069097
 TOTAL BUILDING SQUARE FOOTAGE = 55,610 SF
 PURSUANT TO 2015 IBC
 11,200 SF RESTAURANT (NOT USED) - B
 44,280 SF HOTEL (100 ROOMS) - R-1
 OCCUPANCY = 44,280 SF / 200 GROSS = 222 OCCUPANTS
 REQUIRED EGRESS WIDTH (ASSUMES 1/2 OCCUPANT LOAD AT EACH MAN GATE) = (222 / 2) * 0.2 = 22' MIN.

DIAGRAM

1801 12th Avenue NW
Issaquah, WA 98027

**SITE PLAN - HOLIDAY INN - ISSAQUAH
KC EMERGENCY QUARANTINE**

AS1.1
7/2-20/2020
3/25/2020
Revisions