



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119259

Record No.: CB 119259

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125585

In Control: City Clerk

File Created: 05/03/2018

Final Action: 06/01/2018

**Title:** AN ORDINANCE authorizing the Director of Finance and Administrative Services or the Director's designee to execute a lease with the Department of the Army for the City's continued use of an approximately 13,000-square-foot warehouse facility at 1561 Alaskan Way South for the operation of the St. Martin de Porres Shelter for homeless men over the age of 50; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Bagshaw

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A – St. Martin de Porres Shelter - Lease Agreement

Drafter: brian.hawksford@seattle.gov

Filing Requirements/Dept Action:

### History of Legislative File

Legal Notice Published:

Yes

No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	05/08/2018	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	05/08/2018	sent for review	Council President's Office			
	<b>Action Text:</b> The Council Bill (CB) was sent for review. to the Council President's Office						
	<b>Notes:</b>						
1	Council President's Office	05/11/2018	sent for review	Finance and Neighborhoods Committee			
	<b>Action Text:</b> The Council Bill (CB) was sent for review. to the Finance and Neighborhoods Committee						
	<b>Notes:</b>						

Legislative Summary Continued (CB 119259)

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- 1 City Council 05/21/2018 referred Finance and  
Neighborhoods  
Committee  
Action Text: The Council Bill (CB) was referred. to the Finance and Neighborhoods Committee  
Notes:
- 1 Finance and 05/23/2018 pass Pass  
Neighborhoods  
Committee  
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).  
In Favor: 3 Chair Bagshaw, Vice Chair González , Member Harrell  
Opposed: 0
- 1 City Council 05/29/2018 passed Pass  
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:  
Notes:  
In Favor: 8 Councilmember Bagshaw, Councilmember González , Council  
President Harrell, Councilmember Herbold, Councilmember Johnson,  
Councilmember Mosqueda, Councilmember O'Brien, Councilmember  
Sawant  
Opposed: 0
- 1 City Clerk 05/30/2018 submitted for Mayor  
Mayor's signature
- 1 Mayor 06/01/2018 Signed  
Action Text: The Council Bill (CB) was Signed.  
Notes:
- 1 Mayor 06/01/2018 Mayor's leg City Clerk  
transmitted to  
Council  
Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk  
Notes:
- 1 City Clerk 06/01/2018 attested by City Clerk  
Action Text: The Ordinance (Ord) was attested by City Clerk.  
Notes:
-

**CITY OF SEATTLE**

**ORDINANCE** 125585

**COUNCIL BILL** 119259

AN ORDINANCE authorizing the Director of Finance and Administrative Services or the Director's designee to execute a lease with the Department of the Army for the City's continued use of an approximately 13,000-square-foot warehouse facility at 1561 Alaskan Way South for the operation of the St. Martin de Porres Shelter for homeless men over the age of 50; and ratifying and confirming certain prior acts.

WHEREAS, for over 30 years, pursuant to a license granted by the Department of the Army, The City of Seattle ("City") has utilized an approximately 13,000-square-foot warehouse facility (located at 1561 Alaskan Way South) as a shelter for homeless men over the age of 50; and

WHEREAS, such shelter, commonly known as the St. Martin de Porres Shelter, is currently operated by Catholic Community Services of Western Washington pursuant to a separate agreement with the City's Human Services Department; and

WHEREAS, the City's existing license with the Department of the Army for the St. Martin de Porres Shelter will expire on July 31, 2018; and

WHEREAS, the Department of the Army has offered the City a new lease, the term of which will run for five years from August 1, 2018, through July 31, 2023; and

WHEREAS, under Seattle Municipal Code subsection 3.127.020.C.2, the authority of the Director of the Department of Finance and Administrative Services to execute leases is limited to those where the square footage of non-office premises does not exceed 9,000 square feet; and

WHEREAS, the Director now seeks the authority to execute for and on behalf of the City a new lease agreement for the St. Martin de Porres Shelter (where the square footage of the

1 premises exceeds 9,000 square feet) with the Department of the Army; NOW,

2 THEREFORE,

3 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

4 Section 1. As requested by the Department of Finance and Administrative Services and  
5 recommended by the Mayor, the Director of the Department of Finance and Administrative  
6 Services or the Director's designee is authorized to execute, for and on behalf of The City of  
7 Seattle, the Department of the Army lease agreement for the St. Martin de Porres Shelter,  
8 substantially in the form of Attachment A to this ordinance.

9 Section 2. Any act consistent with the authority of this ordinance taken after its passage  
10 and prior to its effective date is ratified and confirmed.

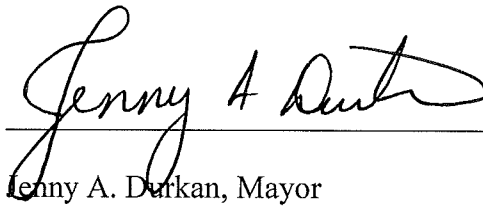
1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 29<sup>th</sup> day of May, 2018,  
5 and signed by me in open session in authentication of its passage this 29<sup>th</sup> day of  
6 May, 2018.

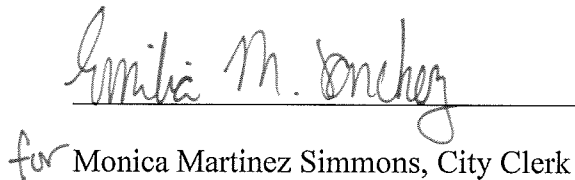
7 

8 President \_\_\_\_\_ of the City Council

9 Approved by me this 1<sup>st</sup> day of June, 2018.

10   
11 Jenny A. Durkan, Mayor

12 Filed by me this 1<sup>st</sup> day of June, 2018.

13   
14 for Monica Martinez Simmons, City Clerk

15 (Seal)

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19  
20 Attachments:  
21 Attachment A – St. Martin de Porres Shelter - Lease Agreement

**DEPARTMENT OF THE ARMY LEASE**  
**ST. MARTIN DE PORRES SHELTER FOR THE HOMELESS**  
**FEDERAL WAREHOUSE**  
**KING COUNTY, WASHINGTON**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the **CITY OF SEATTLE**, hereinafter referred to as the Lessee.

**WITNESSETH:**

That the Secretary, by the authority of Title 10, United States Code, Section 2667, and Title 10, United States Code, Section 2556, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in Exhibits A and B, attached hereto and made a part hereof, hereinafter referred to as the premises, for the use of approximately 13,000 square feet of space located on the east end of the first floor of the Coast Guard Building 7 Warehouse, 1555 Alaskan Way South, Seattle Washington, for homeless shelter purposes.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said premises are hereby leased for a term of five (5) years, beginning August 1, 2018 and ending July 31, 2023, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this Lease is the custodial maintenance, as outlined in Exhibit "C", Shelter Rules and Regulations, attached hereto and made a part hereof.

**3. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to City of Seattle, Finance and Administrative Services P.O. Box 94689 Suite 5200 Seattle, Washington 98124-4689 and, if to the United States, to the District Engineer, Seattle District Corps of Engineers, ATTN: Chief, Real Estate Division Post Office Box 3755, Seattle, Washington 98124-2255, or as may

from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

#### 4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

#### 5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Seattle District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

#### 6. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

#### 7. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the District Engineer and the Lessee to reflect the condition of said property and improvements. A copy of said ~~Deleted~~ Exhibit \_\_\_\_\_ and made a part hereof. Upon the expiration, revocation or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the condition on **PROTECTION OF PROPERTY**.

#### 8. TRANSFERS AND ASSIGNMENTS

Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply

with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the District Engineer.

## **9. COST OF UTILITIES**

The Lessee shall pay the cost, as determined by the officer having jurisdiction over the premises, of producing and/or supplying any utilities and other services furnished by the government or through government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. The government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## **10. PROTECTION OF PROPERTY**

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. INSURANCE**

a. Lessee maintains a fully funded self-insurance program for the protection and handling of the Lessee's liabilities including injuries to persons and damage to property.

b. Secretary acknowledges, agrees and understands that Lessee is self-funded for all of its liability exposures. Lessee agrees, at its own expense, to maintain, through its fully funded self-insurance program, coverage for all of its liability exposures for this lease. Lessee agrees to provide Secretary with at least thirty (30) days prior written notice of any material change in Lessee's self-funded insurance program and will provide Secretary with a letter of self-insurance as adequate proof of coverage. Secretary further acknowledges, agrees and understands that Lessee does not purchase commercial general liability insurance and is a self-insured governmental entity; therefore, Lessee does not have the ability to name Secretary as an additional insured.



## 12. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other material, except property of the Lessee, on the premises, to manipulate the level of the lake or pool in any manner whatsoever and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

## 13. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## 14. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as otherwise specified by the provisions of the condition on **RENTAL ADJUSTMENT**. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the said officer, the property shall either become the property of the United States without compensation therefor, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

## 15. NON-DISCRIMINATION

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant

Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

#### 16. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

#### 17. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the lessee's operations or would be contrary to local law.

#### 18. TERMINATION

This lease may be terminated by the Lessee at any time by giving the District Engineer at least thirty (30) days notice in writing provided that no refund by the United States of any rental previously paid shall be made, and provided further, that in the event that said notice is not given at least thirty (30) days prior to the rental due date, the Lessee shall be required to pay the rental for the period shown in the condition on **CONSIDERATION**.

#### 19. RENTAL ADJUSTMENT

In the event the United States revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Such adjustment shall be made by a supplemental agreement in writing; PROVIDED however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this lease.

#### 20. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a

nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the premises.

b. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the District Engineer.

## 21. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized in writing by the District Engineer.

## 22. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 USC 7101-7109) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c. (1) A Claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that--

(i) The claim is made in good faith; and

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by --

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the District Engineer.

## **23. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

## **24. PRELIMINARY ASSESSMENT SCREENING (ENVIRONMENTAL BASELINE SURVEY)**

A Preliminary Assessment Screening (PAS) also known as Environmental Baseline Survey (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit D. Upon expiration, revocation or relinquishment of this lease another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION.**

## **25. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **26. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

## **27. TAXES**

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

## **28. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

## **29. OFFICIALS NOT TO BENEFIT**

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

## **30. SEVERAL LESSEES**

If more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

## **31. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

### **32. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

### **33. SPECIAL USE CONDITIONS**

a. Title 10, United States Code, Section 2556 authorizes the Army to make available excess military installations for homeless purposes through management by local governmental entities. Under this provision, the City of Seattle as lessee, administer the homeless shelter through a contract with the Catholic Community Services (CCS) which provides operation and maintenance of the St. Martin De Porres Homeless Shelter.

b. The space included under this lease shall be used as a nighttime shelter for the homeless as described in the Shelter Program Description, Exhibit "E". The space shall not be used for any other purpose without the express written consent of the District Engineer. A written request must be made to the District Engineer thirty (30) days in advance of the anticipated change.

c. As the adjoining warehouse is in full operation from 7:30 a.m. to 6:30 p.m., the shelter shall be closed to the homeless during this period to ensure safety and warehouse security with the exception of no more than ten (10) gravely ill men as described in Exhibit "E".

d. The right is hereby reserved to the United States, its officers, agents, and employees to enter upon the premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government, and the Grantee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof.

e. The Lessee is self-insured and accepts liability for the losses to the Premises arising from fire, lightning, and other perils normal included in an extended coverage endorsement to a standard fire insurance policy. Further, the Lessee agrees to repair, restore, or replace the Premises so damaged or destroyed.

f. The Lessee shall not construct any permanent structure on the Premises, and shall not construct any temporary structure or advertising sign thereon without the prior written consent of said officer, except as provided herein.

g. The Lessee shall provide police and fire protection to the Premises.

g. The Premises shall be used by the Lessee in such a manner that it will not interfere with the operation or mission of the Coast Guard Warehouse as determined by the District Engineer.

h. No Department of Defense personnel will be involved in any manner in the operation of the leased Premises.

i. The Lessee is responsible for the rapid repair of any faulty fire detection devices that are found within the lease area. Any fines levied by the Seattle Fire Department for responses to false alarms initiated from the Shelter shall be the responsibility of the Grantee.

#### **34. LEASE SUBJECT TO PERMIT**

This Lease is subject to the Terms and Conditions of Permit No. USCG-4122, attached hereto and made a part hereof as Exhibit "F" by which the Army is authorized the use of space occupied by the Shelter.

#### **35. PRIOR AGREEMENT**

This Lease supersedes and replaces Licenses No. DACA67-3-01-109 and License No. DACA67-3-17-130 and all associated supplemental agreements.

#### **36. EXECUTIVE ORDER 13658**

It has been determined this Lease is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order and the following provisions.

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this License, that an erroneous determination regarding the applicability of Executive Order 13658 was made, Grantee, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes Grantee releasing any claim or entitlement it would otherwise have to an equitable adjustment to the License and indemnifying and holding harmless the United States from the claims of subcontractors and Grantee's employees.



**37. COMPLIANCE WITH EXECUTIVE ORDER 13706**

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

**THIS LEASE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
**PATRICIA FATHERREE**  
Chief, Realty Services Branch  
Real Estate Contracting Officer  
Seattle District, Corps of Engineers

**THIS LEASE** is also executed by the grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF SEATTLE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

Telephone No.

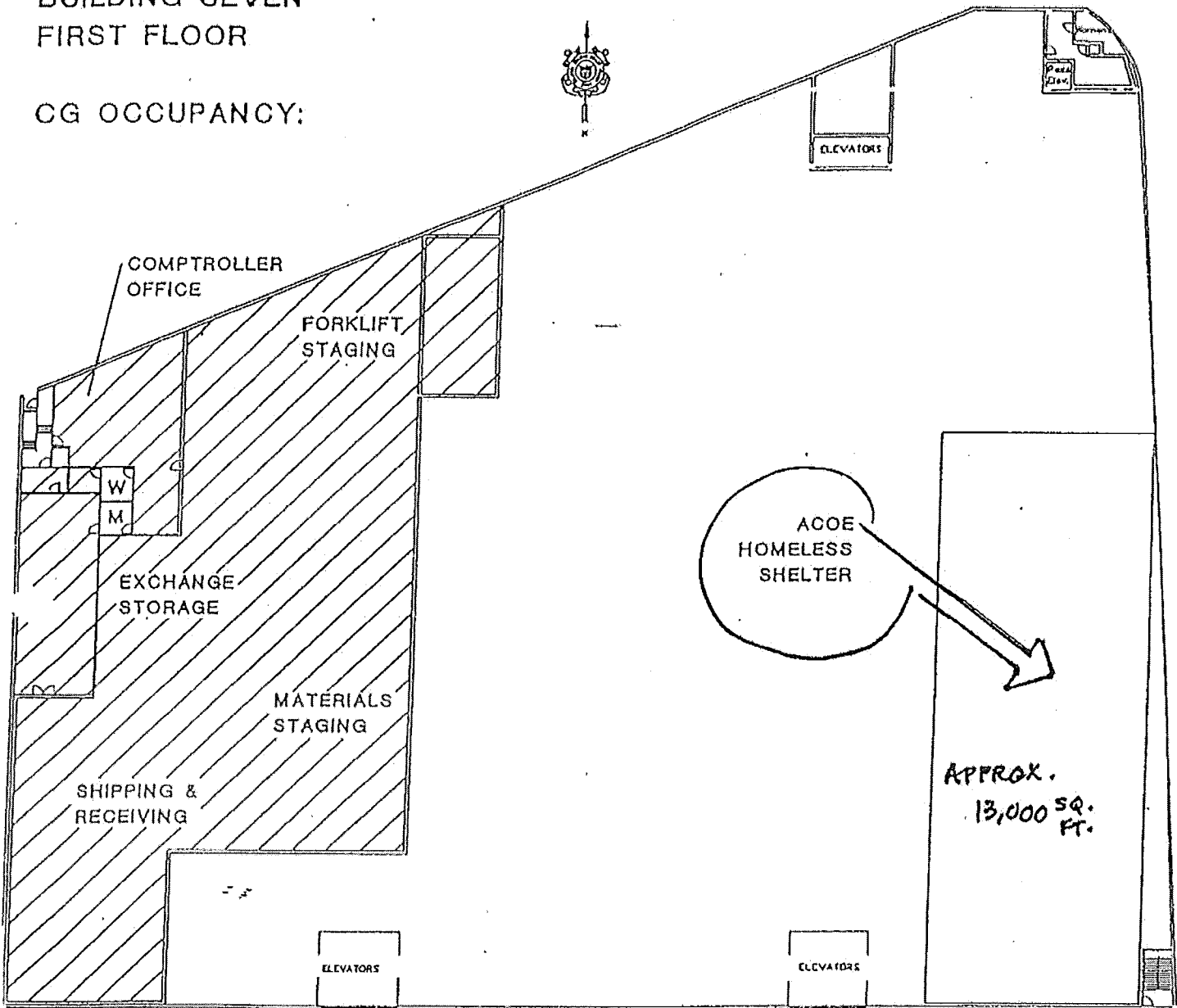
GENERAL PURPOSE LEASE

1. TERM
2. CONSIDERATION
3. NOTICES
4. AUTHORIZED REPRESENTATIVES
5. SUPERVISION BY THE (DISTRICT ENGINEER)
6. APPLICABLE LAWS AND REGULATIONS
7. CONDITION OF PREMISES
8. TRANSFERS AND ASSIGNMENTS
9. COST OF UTILITIES
10. PROTECTION OF PROPERTY
11. INSURANCE
12. RIGHT TO ENTER
13. INDEMNITY
14. RESTORATION
15. NON-DISCRIMINATION
16. SUBJECT TO EASEMENTS
17. SUBJECT TO MINERAL INTERESTS
18. TERMINATION
19. RENTAL ADJUSTMENT
20. PROHIBITED USES
21. NATURAL RESOURCES
22. DISPUTES CLAUSE
23. ENVIRONMENTAL PROTECTION
24. PRELIMINARY ASSESSMENT SCREENING
25. HISTORIC PRESERVATION
26. SOIL AND WATER CONSERVATION
27. TAXES
28. COVENANT AGAINST CONTINGENT FEES
29. OFFICIALS NO TO BENEFIT
30. SEVERAL LESSEES
31. MODIFICATIONS
32. DISCLAIMER
33. SPECIAL USE CONDITIONS
34. LEASE SUBJECT TO PERMIT
35. PRIOR LEASE
36. EXECUTIVE ORDER 13658
37. EXECUTIVE ORDER 13706

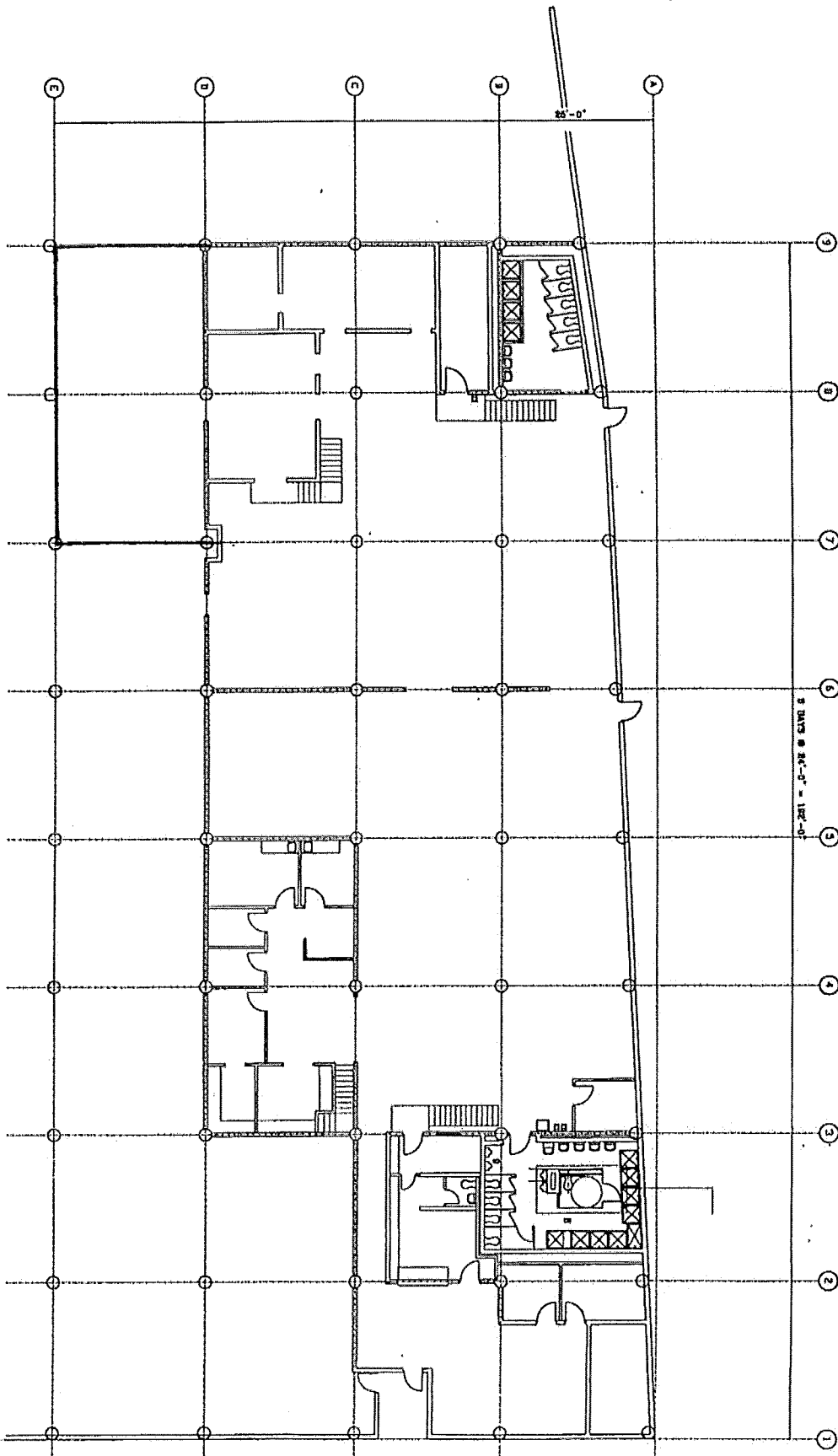


FEDERAL WAREHOUSE  
BUILDING SEVEN  
FIRST FLOOR

CG OCCUPANCY:

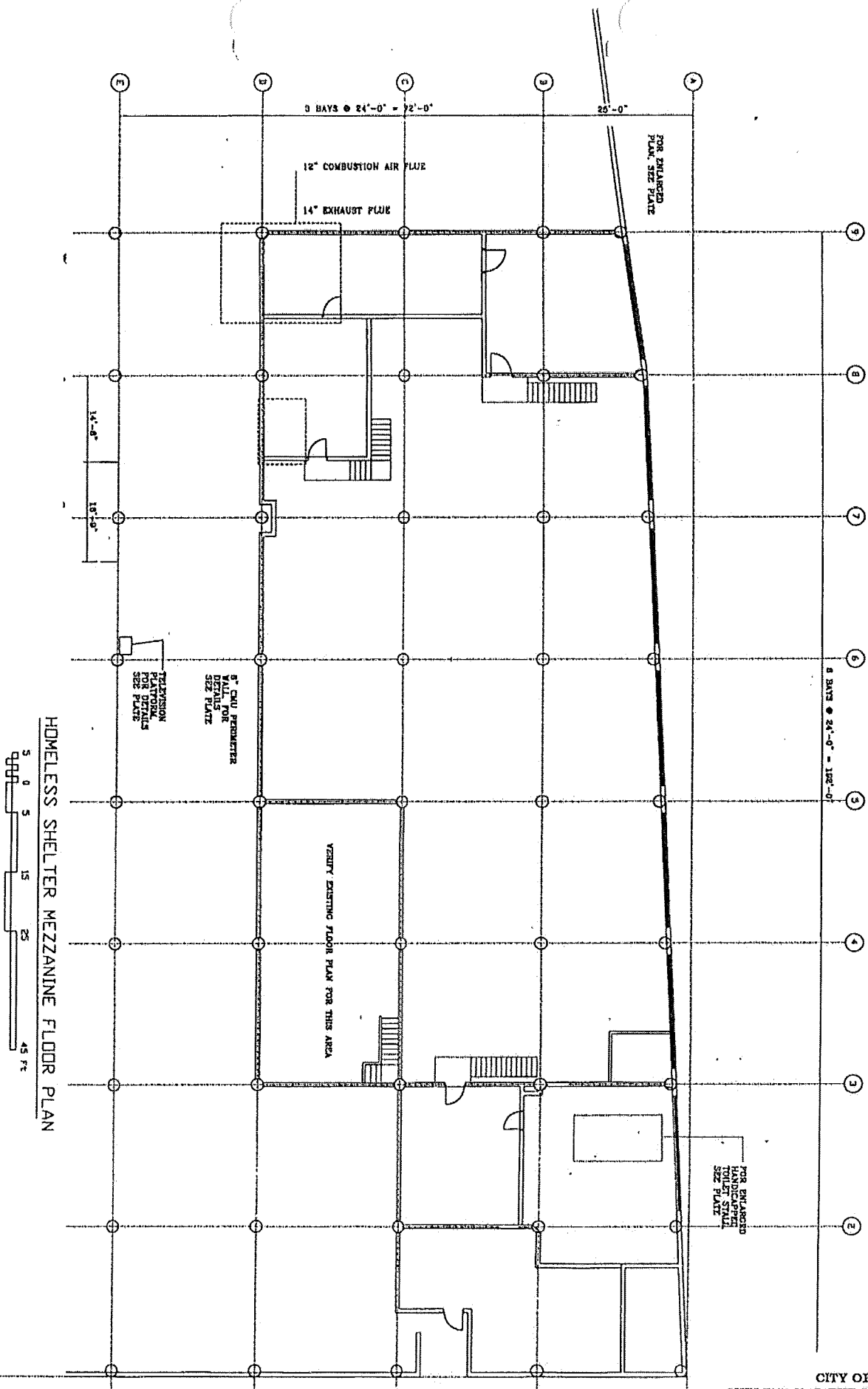


HOMELESS SHELTER MAIN FLOOR PLAN

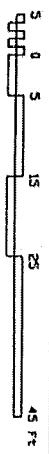


CITY OF SEATTLE  
 SHELTER FOR THE HOMELESS  
 SEATTLE

**Exhibit "A"**



HOMELESS SHELTER MEZZANINE FLOOR PLAN



CITY OF SEATTLE  
 SHELTER FOR THE HOMELESS  
 SEATTLE

**Exhibit "B"**

# St. Martin de Porres

## Shelter

St. Martin de Porres is an nighttime emergency shelter for men who are 50 years of age or older. You are welcome to stay as long as you need to, there is no time limit and there is no charge for staying here. We hope you can provide support at this time in your life and assistance in helping you find housing that meets your needs.



This booklet contains the majority of the guidelines under which St. Martin de Porres Shelter operates. If you have any questions about these procedures, guidelines or about other procedures not covered in this booklet, Please ask a staff person for assistance.

February 13, 2018

# General Rules at St. Martins

- No eating or drinking on the mat area and no wearing street shoes or boots on the mats
- No perishable foods or drinks may be stored in any storage area: Dorm Bins, Hooks or Long Term Storage Boxes.
- No smoking in the shelter and only in designated areas outside the shelter.
- The following items are not allowed in the shelter,
  - No personal bedding, this includes pillows, Sleeping bags, blankets or sheets. This is due to health concerns.
  - Alcohol, illegal drugs, drug paraphernalia, guns or any other weapons, and marijuana. While marijuana is legal in Washington state it is not allowed in the shelter as it is on Federal Property.
- No hot beverages are served at the back desk when the lights are out, 9:30PM to 6:30AM. Hot beverages are available at the Front Office during this time.
- If you do not request a "Wake-up call" wake up time is 7:00AM. Everyone must be out of the shelter no later than 7:30AM.
- No food, drinks or "Late Passes" will be given out after 7:00AM.
- If you didn't get a "Late Pass" during the night you may call the shelter at (206)323-6341 between the hours of 7:30AM and 5:00PM to request a verbal late pass.
- If you need storage, (bin, hook or long term) please see staff. You must have a note from our office manager in order to receive a hook, but see staff to get on the waiting list. **Do not just put your belongings in any empty storage area, or in any area of the shelter,** items left in these areas will be placed in recycle by staff. **THE SHELTER IS NOT RESPONSIBLE FOR ANY ITEMS LEFT IN ANY AREA OF THE SHELTER, INCLUDING STORAGE!**
- **You may not walk down to the shelter unless you have a "Late Pass" and then you may walk, bike or drive down after 8:PM.** If you are using your "Late Pass" you must check in no later than 3:00AM to avoid losing your mat.
- **No Biking or driving down is allowed during the evening bus time without a bicycle/auto pass, to use your bike/auto pass you must go to the Lazarus Day Center during our bus time and get a meal ticket from the buss staff and bring it with you to the shelter.**
- During the day when the shelter is closed you are not allowed to loiter on the premises or across the street in the parking area along Massachusetts.
- While you are a resident you may not go to any nearby homeless encampments or parked vehicles that are within visual sight of the shelter or the from any part of the U.S. Coast Guard base.
- Bus times in the morning depart St. Martins at 5:45AM, 6:50AM and around 7:10AM
- Bus times in the evening arrive at the Lazarus Day center for pick-up about 6:15PM and the last bus will not depart the Laz for St. Martins before 7:00PM.
- TV times are: Front TV 5:30AM to 7:30AM. 6:30PM to 1:30AM  
Back TV 5:30AM to 7:30PM. 6:30AM to 12 Midnight
- Long Term Storage access: Morning 6:15AM to 6:30AM Evening 8:15PM to 8:30AM and 9:15PM to 9:30PM

Your cooperation is expected. If you have any questions please see staff.



## Entering the Shelter

1. The usual way to enter the shelter is on the shelter bus. The pickup point is at 2<sup>nd</sup> Ave Extension south and Yesler Way (The Lazarus Day Center at 416 2<sup>nd</sup> Ave Ext. S.) The first bus picks up at around 6:30PM, and the last bus will leave no earlier than 7:00PM. a meal/bus ticket will be issued at the Laz and this serves as both your bus ticket and as well as the meal ticket for the evening. Once you have entered the Laz at bus time you may not leave except to ride the bus or use your bike/car pass without staff permission. Smoking is prohibited at the Lazarus Day Center and on the bus. **You are not allowed to walk down unless you have a late pass and are entering the shelter after 8:00PM.** We do not guarantee we will have a mat available.
2. **Late Passes** (written or verbal) are used for entrance to the shelter after 8:00PM. These are only available if you have a mat at the time you request it, men going to churches may not get late passes. Written late passes can be secured at the front office after the announcements have been made and the front is open until 7:00AM. Verbal late passes can be secured by calling the shelter, (206)323-6341, between the hours of 7:30AM and 5:00PM.
3. **Bicycle & Car Passes** are issued for men who wish to ride a bike or vehicle to the shelter are received in the same way as a late pass, **If you get a bike/car pass you still must go to the Lazarus Day Center to meet the bus staff and get a meal/bus ticket before riding down unless you are going to come down after 8:00PM in which case your bike/car pass functions as a normal late pass with the same provisions.**  
Bicycles are to be placed in the rack provided out front. Do not leave your bike or lock it in any other area, including along the fence across the street. Bicycles that are placed in any area other than the bike rack are subject to having the locks cut and the bikes being thrown away. Car Parking-**No cars may be parked on the north side of Massachusetts St. and may not be double parked anywhere.** **Furthermore after parking you must come directly to the shelter and check in and when you leave for the day you must leave once you get in your car. You may not go back and forth to your car and may not loiter in a vehicle at anytime day or night while you are a resident at St. Martins.**
4. **Once you have entered the shelter for the night, and after the front has opened you may spend time outside in the deck area, but you may not leave the premises or go West of the dumpsters, across the street in any direction or around the corner north of the building. If you need to get something please get a "Late Pass" ahead of time and do these things before you come down on your late pass. There are no in and out privileges. You are expected to remain at the shelter until at least 5:00AM, If you leave before this time without checking out with the Lead Staff on duties permission you will loose your mat.**

## Accommodations

Sleeping accommodations are mats on the floor with two blankets provided. A light meal is provided in the evening when you arrive. Once you are assigned a mat you may shower, wash your clothes, as long as there is no excessive noise and you respect the sleeping patterns of the other men staying in the shelter. The washing machines and dryers require 25 cents to wash to operate. Laundry soap and bleach dispensers are attached to the washing machines, just press the button to dispense.

## Leaving the Shelter

Everyone must be out of the shelter and off the shelter property by 7:30AM. The first bus leaves at 5:45AM and has three stops, 1<sup>st</sup> Ave S. and Yesler, 1<sup>st</sup> Ave and Pike Market area, and 1<sup>st</sup> Ave and Wall St. Additional buses leave the shelter at 6:45AM and around 7:10AM this two buses stop at the Lazarus Day Center at 2<sup>nd</sup> and Yesler. You may also walk, drive or bike away from the shelter between 5:00AM and 7:30AM. While you are a resident at St. Martins you may not loiter in the area near the shelter on foot, in a vehicle, or in any nearby homeless encampment within sight of St. Martin's or the U.S. Coast Guard Base.

## Respite Program

A respite program is available or up to ten men per day. You can only stay in on respite if your doctor had called in to refer you for respite or at night if the shelter Registered Nurse is in by seeing them and being referred, **you may not place yourself on respite.** Receiving a call for respite is not a guarantee of being placed on respite since there is a check list and the program is space limited. Those on respite must be able to take care of their own needs. Those on respite cannot leave the shelter without checking with shelter staff first and then only for medical appointments.

## Cooperation

Respect for other men, their property, and shelter property is central to shelter life.

- Physical confrontations, fighting, wrestling and other such behavior is prohibited.
- Verbal abuse of other men, volunteers or staff is prohibited. Verbal threats to cause injury along with sexist, racist and homophobic remarks will not be tolerated.
- Refusal to leave the shelter in the morning or upon request is considered non-cooperation.
- Please no conversations in the back dorm from 9:30PM (light out) until 6:30AM (lights on), if you need to have a conversation during lights out please go out on the front deck.
- **Again you may not loiter at the nearby homeless encampments, in vehicles or on foot within sight of the shelter or the U.S. Coast Guard Base. Residents who fail to adhere to the above may be cited for non-cooperation and could result in being barred from utilizing the shelter.**

## Vehicle Parking

- All Vehicles owned by residents must be legally parked, **never double parked.** Clients may never park on the north side of Massachusetts St. If there are no parking spaces available, you must park somewhere else and walk to the shelter.
- Clients may not stay in their vehicles parked within sight of the shelter or the U.S Coast Guard Base. Vehicles left parked in one spot for longer than 72 hours are subject to city parking enforcement rules.

## Late Passes

Late Passes are given upon request. Due to our Landlord Tenant Agreement, you may not walk down or enter the building before 8:00PM. Late Passes are not enable someone to stay out drinking or using drugs. You must check in by 3:00AM and present the late pass to the staff member at the front desk when you arrive. If you fail to keep your pass you may lose your mat. If you abuse late pass rules you will receive one warning. A second abuse within 30 days will result in loosing late pass privileges for 2 weeks. You may not arrive at the shelter earlier than 8PM on a late pass, failure to respect this rule is considered abuse of your late pass privileges. You are welcome to ride the bus to the shelter even if you have a late pass. **Again you may not arrive at the shelter before 8:00PM if you are using your late pass.**

## Storage Spaces

Storage is available in the dormitories in the form of hooks and bins and in a locked up upstairs called Long Term Storage.

Bins and hooks are available on a first come, first served basis for personal storage of non-food items. If you need a bin see a staff member to have one assigned to you by name. If you need a hook, please see a staff member to have your name put on the waiting list. Hooks are assigned once a week and you will receive a note from staff when we have a hook available. Please try to use your bin and hook before light out at night or after lights on in the morning to respect the sleep patterns of other men. To get a Long Term Storage box upstairs go to long term when it is open, 6:15-6:30AM, 8:15-8:30pm and 9:15-9:30PM and ask the staff there to assign you to a box. Please to not overload any of your storage units.

**Do not just begin using an empty storage unit.**

**Items left in storage area over 15 days after your departure from the shelter sill be recycled.**

**THE SHELTER IS NOT RESPONSIBLE FOR ANY ITEMS LEFT IN ANY AREA OF THE SHELTER, INCLUDING STORAGE!**

## Cleanliness

**A minimum standard of cleanliness is required, refusal to comply with a request to shower is considered non-cooperation.**

Each mat is provided with two blankets, which are washed weekly. When you are assigned to a mat clean blankets are provided. Fold your blankets and put them at the end of your mat each morning as you prepare to leave. **Personal items left on under or around your mat will be removed by staff and recycled. Please remember personal blankets, pillows, sleeping bags and personal bedding are not allowed in the shelter.**

Food and drink are not allowed in the mat areas, nor to be stored in your assigned storage areas. Food is to be only at the tables or on the front deck. Please pick up after yourself.

## Bars

Those who do not contribute to the wellbeing of the shelter by abusing the standards of safety, cleanliness and cooperation may be barred by any staff member for a period of time and must meet with the Bar Review Committee (BRC) before being allowed to utilize the shelter again.

The following things are considered to be zero tolerance behavior and will result in a bar:

**Racist remarks, Homophobic remarks, Sexual harassment, Possession of illegal drugs, Threats of violence, Violence and Firearms in the shelter.**

Because we are in a Federal building even medical marijuana is not allowed in the shelter. if you bring in alcohol or marijuana you will be given a chance to flush it down the toilet or be barred. Non-cooperation may result in a bar. Any activities that are against the law in Seattle, King County, the State of Washington or the United States for America may result in a bar.

For all activities the Shelter includes the Lazarus Day Center during bus time, the immediate front of the Lazarus Day Center during bus time, the shelter bus, the immediate surroundings of St. Martins, and the interior of the shelter.

## Safety

A person must be sober enough to walk onto the bus or into the shelter without assistance from others, and staff may refuse shelter to any person deemed incapable of cooperation due to intoxication.

Smoking is prohibited in all areas prohibited in all areas of the shelter and the shelter bus. Smoking is permitted on the front deck only and only when it is open.

Loitering within sight of the shelter or the U.S. Coast Guard Base on foot or vehicles outside the main evening hours of operation is not allowed. Do not walk down to the shelter without calling and receiving permission from staff beforehand when the shelter is closed.

To pick up your belongings during hours the shelter is closed you must call the shelter at (206)323-6341 between the hours of 7:30 but before 3:00PM to arrange to come pick up your belongings

The staff of St. Martin de Porres reserves the right to search any person if possession of a weapon, alcohol, marijuana, illegal drugs is suspected. Guns and other weapons are not permitted on the premises.

In the event of a medical or other emergency or any other situation requiring staff intervention, **PLEASE DO NOT ASSIST UNLESS ASKED TO DO SO BY STAFF.**

In the event that the shelter must be evacuated, please use the nearest exit and proceed to the parking area next to the fence along to Massachusetts Ave, across the parking lot from the main entrance. It is imperative that everyone assemble together so that we can do a roll call. **PLEASE NEVER BLOCK ANY ENTRANCE OR EXIT.**

## Services

A nurse from Health Care for the Homeless is available several evening a week, on a first come first serve basis. You may not come to the shelter to meet with the nurse while the shelter is closed without prior approval in each case.

We have a clothing room which is open most Wednesdays starting when the first bus arrives.

Showers are available for use once you have been assigned a mat, with towels at the back desk. Soap dispensers are installed in each shower.

Laundry machines are available once you have a mat you may use them. Soap and bleach are in them and may be used at the touch of a button.

Wake up calls from 1:00AM till 6:30AM may be requested at the front desk after the front is opened. These wake up calls are only on the hour and half hour.

Address verification is available for anyone staying here.

The shelter may not be used as a mailing address. Some areas that you can go to for mail service are the Lazarus Day Center and the Compass Center. Please check with each location for their mail policies. Any mail received at St. Martins will be forwarded to the Lazarus Day Center.

## **Resident's Rights**

- To be treated in a manner that promotes, dignity, and self-respect.
- To be treated without regard to race, color, creed, national origin, religion, or sexual preference.
- To be treated without regard to disability, unless such disability makes services afforded by the facility non-beneficial or hazardous. Reasonable actions shall be taken to accommodate disabled persons within the program.
- To be protected from invasion of privacy; provided that reasonable searches may be conducted or other means used to detect and even prevent contraband from being possessed or used on the premises.
- To have all personal information treated confidentially in communications with individuals not directly associated with the facility in accordance with HIPPA regulations.
- To have the opportunity to review their own records in the presence of a staff person after written request to the Operations Supervisor or Program Director.
- To be provided reasonable opportunity to practice the religion of their choice, alone or in groups, insofar as such religious practice does not infringe on the rights of others. The client has the right to refuse participation in any religious practice.
- To not be denied communications with significant others in emergency situations.
- To not be subjected to physical abuse, corporal punishment, or other forms of abuse.

## **Typical Schedule**

**( all times are approximate)**

### **Evenings**

- 6:30PM** First bus arrives at Laz, 416 2<sup>nd</sup> Ave. Ext S, to pick men up
- 7:00PM** Earliest the last bus would leave the Lazarus Day Center
- 8:00PM** Announcements are made, the front is opened. Men may get late passes for the next day, wake up calls may be requested. Late Pass users may check in.
- 8:15PM** Long term storage opens until 8:30PM
- 9:15PM** Long term storage opens until 9:30PM
- 9:30PM** Lights off in the Dormitory
- 12AM** Back TV turned off
- 1:00AM** Front TV turned off

### **Mornings**

- 3:00AM** Dinner stops being served.
- 5:45AM** First Bus departs St. Martins
- 6:15AM** Long term storage opens until 6:30AM
- 6:30AM** Lights on
- 7:00AM** Coffee, juice, tea and late passes stop being served
- 7:30AM** All men must have departed the shelter.

## St. Martin de Porres Winter Response Shelter policy

Every year at St. Martins from October 1<sup>st</sup> until March 31<sup>st</sup>, the shelter has an additional 34 mats per night located off site which are available due to the generosity of eight churches and their dedicated volunteers. During this time we require that the top 34 men on our waiting list come in on the bus and accept going to one of these churches. If you do not want to go to these "Satellite Shelters", inform the lead staff on duty and they will record your wishes and code you as "*no church personal preference/NCP*". This is a permanent decision, so please be sure you are willing to accept this before requesting it. In addition, as these churches are staffed entirely by volunteers, being able to go to them is a privilege, not a right and St. Martin de Porres reserves the right to code any man as "*No Church/NC*" for any detrimental behavior or offender history that we deem requires this status. Since our church shelters are all staffed by volunteers please treat them with the utmost respect and courtesy.

When you check in at St. Martins off the bus and you are told which church you are attending that evening, please go the back of the shelter and stay in back until the front of the shelter is opened. After the front is opened you may stay in the back but be up front by 8:30PM. At this time you must be up front. Please listen for the name of the church you are going to be called then go out front with all your belongings and follow the directions of the staff in boarding the churches van. If you do not hear your name find the staff member loading that van and let them know. If you fail to be up front at 8:30PM and do not catch your church van you will be asked to leave the shelter until the next day.

While going to these churches you will not be required to go to any religious services. Typically, when you arrive, you can lay out your mat, get your blankets and go to bed when you wish. They usually have food which could be anything from snacks to full meals, but please do not help yourself to anything that you have not been told is available for you. Also please to don't wander about areas away from where the mats are placed and follow all directions of the volunteer hosts. If you have any problems with this please see St. Martin's staff. In the morning please help the volunteers clean up the area and board the church van as instructed. The volunteer will drive you to the designated drop off point, please do not ask the volunteer to take you anywhere else.

### Churches Weekly Schedule

Name of Church	Location	Day of the Week
Christ the King	Broadview	Sunday
St. Joe's	Capital Hill	Tuesday, Wednesday, Thursday, Friday, Saturday
St. Therese	Madrona	Tuesday, Wednesday, Thursday
Prince of Peace	Sea-Tac	Sunday



St. James	Friday, Saturday, Sunday, Monday	First Hill
Grace Lutheran	Des Moines	Monday, Wednesday, Thursday, Friday
Fatima	Magnolia	Monday, Tuesday
St, Mary's	Central District	Saturday

Reserved for *Preliminary Assessment Screening [Environmental Baseline Screening]*, pursuant to lease section 24, to be furnished by Department of the Army prior to execution of this lease

**Exhibit "D"**

District Engineer Prescribed  
Shelter Rules and Regulations

The Coast Guard Building 7 Warehouse is operated and accountable to the United States Coast Guard. The Army's use of the Shelter Area is by Permit from the Coast Guard to the Army. To maintain security within the warehouse, the City shall endeavor to ensure that occupants of the Shelter do not enter the Warehouse area and shall call the Seattle Police Department immediately if this should occur.

To avoid this, it is recommended the Shelter Provider require occupants to ride a bus to the Shelter in order to gain admittance.

The City shall ensure that the Shelter is cleaned on a daily basis and will provide a contractor to address minor maintenance problems. Major maintenance problems shall be brought immediately to the attention of said officer before any repairs are made. In addition, the City or the Shelter Provider shall take immediate action to exterminate vermin, insects and other pests from the shelter or outside near the Deck or Dumpster.

CITY OF SEATTLE  
SHELTER FOR THE HOMELESS  
SEATTLE

**Exhibit "E"**

STAFFING: During the operation of the Day Respite Program, at least one staff member experienced with caring for the ill and the homeless will be present. From 6:30 p.m. to 10:30 p.m., three experienced staff members must be present. From 10:30 p.m. until 7:30 a.m. two experienced staff members must be present. A room in the Shelter must be designated as a clinic and a doctor must be available 5 days a week. The staff must include experienced mental health counselors.

FUNDING: The City represents that sufficient funds are available to run the program as described above

ADMINISTRATION: CCS will be the prime contractor with the City of Seattle and is ultimately responsible for the success of the program.

SERVICES: The main purpose of the Shelter is to provide a safe, warm place to sleep at night. There are toilet and shower facilities, places for belongings, counseling, medical assistance, and concerned, caring people.

CITY OF SEATTLE  
SHELTER FOR THE HOMELESS  
SEATTLE

**Exhibit "E"**

PERMIT FOR USE OF REAL PROPERTY  
BY OTHER FEDERAL AGENCIES

PERMIT NUMBER

USCG-4122

This Permit to use the U.S. Government Property hereinafter described is issued by the U.S. Coast Guard, Department of Transportation to the Permittee named below for the purpose herein specified upon the terms, conditions and general provisions set forth below. By the execution hereof, the Permittee agrees to comply with all such terms, conditions, and general provisions.

GENERAL PROVISIONS

- a. The Permitter hereby grants to the Permittee the non-exclusive permission to use the premises or facilities specified in item 3, together with the necessary rights of ingress and egress.
- b. This Permit shall be effective during the period stated in Item 2 and is revocable at any time without notice at the option and discretion of the Permitter or its duly authorized representative.
- c. The use to be made of the subject premises shall be limited to that specified in Item 4.
- d. This Permit shall be neither assignable nor transferable by the Permittee.
- e. If utilities and services are furnished the Permittee for its use of the premises, the cost thereof will be reimbursed to the Permitter pursuant to applicable statutes and regulations governing such reimbursement.
- f. The Permittee shall protect, maintain, and keep in good order the premises or facilities Permitted hereby. This obligation includes responsibility for all costs incurred for any maintenance and repair (including long-term maintenance) which the Permittee shall consider necessary or desirable in connection with its occupancy hereunder.
- g. Any item of long-term maintenance, or any additions to, or alterations of, the premises or facilities which the Permittee shall consider necessary or desirable in connection with its use and occupancy shall be made only with the prior approval and consent of the Permitter and at the sole cost and expense of the Permittee. Upon revocation, expiration or surrender of this Permit, and to the extent directed by the Permitter the Permittee shall remove all alterations, additions, betterments and improvements made, or installed and restore the premises or facilities to the same or as good condition as existed on the date of entry under this Permit reasonable wear and tear excepted.
- h. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Permitter designated in item 5.

1. COAST GUARD ACTIVITY (Property location)

1555 Alaskan Way South, Seattle, WA

2. DATES COVERED (Inclusive)

FROM: 08/01/00 TO: indef

3. DESCRIPTION OF PROPERTY (Include rooms and buildings where appropriate)

Approximately 13,000 square feet of first floor space (southwest <sup>east</sup> corner) and small outside area adjacent to building.

4. PURPOSE OF PERMIT (Specific use)

Permit issued to the Department of the Army, Seattle District, Corps of Engineers so they can continue to administer the St. Martin de Porres Homeless Shelter under 10 U.S.C. 2546.

- 1. This permit is contingent upon the Department of the Army's continued operation of the St. Martin de Porres Homeless Shelter. In the event the shelter is closed or relocated, the Department of Army shall bear all costs associated with such closure or relocation.
- 2. Army/Shelter shall be responsible for all costs, maintenance and other obligations associated with the 13,000 square foot area occupied as shown on enclosure "A".
- 3. Costs associated with refuse service shall be borne by the Army or Shelter.
- 4. The Army shall establish new utility services and accounts for the shelter (electrical, gas, water/sewer). These services will be independent of the rest of the building and shall be separately metered. The cost of installation of these meters shall be borne by the Army. Until separate services are established, Army shall reimburse Coast Guard for the Shelter's share of utility costs.

5. PERMITTER

U.S. Coast Guard

NAME AND TITLE OF OFFICIAL (Type)

S. Shirkey, Chief  
Real Property Branch  
Civil Engineering Division

DATE

01 August 2000

SIGNATURE OF OFFICIAL

*S. Shirkey*

6. PERMITTEE (Give full Agency designation)

Department of the Army  
U.S. Army Corps of Engineers

NAME AND TITLE OF OFFICIAL (Type)

Joseph C. Duncan  
Chief, Real Estate Division

DATE

10 August, 2000

SIGNATURE OF OFFICIAL

Signed