

LEASE NO. DACW67-1-23-124
Replaces No. DACW67-1-18-32

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**, acting by and through the Real Estate Contracting Officer (Officer), Real Estate Division, U.S. Army Engineer District, Seattle District, hereinafter referred to as the Lessor, and the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting by and through its Department of Finance and Administrative Services (FAS), PO Box 94689, Seattle, WA, 98124-4689, hereinafter referred to as the Lessee.

WITNESSETH:

That the Lessor finds that this Lease is advantageous to the United States, that the terms and conditions are considered to promote the national defense or to be in the public interest; that the Premises are under the control of the Lessor; that the Premises are not needed for the Term below for public use by the Lessor; and that the property is not excess property.

That the Lessor, 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 **EXHIBIT(S) A – Maps** and **B – Report on Title and Legal Description** 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, 1561 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, 2023, and ending July 31, 2028, unless earlier terminated pursuant to the condition on **TERMINATION**.

2. CONSIDERATION

a. The consideration for this Lease is the custodial maintenance, as outlined in **EXHIBIT C – Shelter Program Policy and Procedures**, attached hereto and made a part hereof.

3. SUPERVISION BY THE LESSOR AND DISTRICT ENGINEER

a. The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to the supervision and approval of the Lessor and to such general rules and regulations as the Lessor may from time to time prescribe.

b. The Premises shall be under the general supervision and subject to the approval of the United States Coast Guard (USCG) Installation Commander who has delegated the oversight of the Premises to the United States Army Corps of Engineers, Seattle District. The Real Estate Contracting Officer is the officer with operational control over the Premises, hereinafter referred to as said officer. The Lessee's use of the Premises shall be accomplished in such manner as not to endanger personnel or property of the USCG Installation Commander or said officer or obstruct travel on any road or other thoroughfare.

c. Lessee acknowledges and recognizes that:

(1) The Premises are located on an active USCG installation which may be subject to temporary closings and identification and/or routing requirements due to the occurrence of unannounced events, actual or simulated, including, but not limited to: mobilization, extreme weather conditions, security, anti-terrorist force protection measures, or police, medical or fire-related emergencies; the occurrence of a national emergency declared by the President or Congress; or due to planned military training exercises affecting the site. Lessor shall provide Lessee with at least seven (7) days' written notice prior to planned military training exercises affecting the Premises when reasonably possible.

(2) USCG Installation Commander exercises command and control over the:
(i) Premises, including traffic control, security, force protection, law enforcement, fire protection, activities performed thereon, and command and control matters, and (ii) military personnel that may be at or otherwise present on the Premises from time to time.

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4. COST OF UTILITIES

The Lessee shall pay the cost, as determined by the said officer 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 said officer.

5. NOTICES

a. All notices and correspondence to be given pursuant to this Lease shall be addressed, if to the Lessee, to City of Seattle, Department of Finance and Administrative Services (FAS), PO Box 94689, Seattle, WA, 98124-4689; and if to the Lessor, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, 4735 E Marginal Way S, Seattle, WA 98134-2388; or as may from time to time otherwise be directed by the parties.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses listed in 4.a. above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery. Use of an express delivery service will not substitute for this requirement.

c. Communications other than notices required under this Lease may be sent by means other than certified mail, return receipt requested, including electronic mail. Such communications include routine matters of coordination and informal exchange of information.

6. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "Real Estate Contracting Officer", "Lessor", "said officer", or "Chief, Real Estate Division" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, licensees, assignees, transferees, successors, and their duly authorized representatives.

7. IDENTIFICATION OF GOVERNMENT AGENCIES, STATUTES, PROGRAMS, AND FORMS

Any reference in this Lease, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor, amendment, or similar department, agency, statute, regulation, program, or form.

8. APPLICABLE LAWS AND REGULATIONS

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

b. The Lessee shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Lease, independent of any existing permits or licenses held by the Lessor.

c. The Lessee understands and acknowledges that the granting of this Lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, State, interstate, or local laws, regulations, and ordinances in connection with the Lessee's use of the Premises.

d. The Lessee shall promptly report to the Lessor any incident for which the Lessee is required to notify a Federal, State, or local regulatory agency or any citation by a Federal, State, or local regulatory agency of non-compliance with any applicable law, ordinance, or regulation.

9. DISCLAIMER

This Lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights.

10. TRANSFERS AND ASSIGNMENTS

Without prior written approval of the Lessor, the Lessee shall not transfer or assign this Lease, sublet the Premises or any part thereof, or grant any interest, privilege, or license whatsoever in connection with this Lease. Failure to comply with this paragraph shall constitute a breach for which the Lessor may immediately terminate the Lease.

11. 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.

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b. An Environmental Condition of Property report (ECP), completed in 2018, documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is on file with the Lessee and made a part of the Lease as **EXHIBIT E-1**. Upon expiration, revocation, termination, or relinquishment of this Lease another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two reports will assist the Lessor in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

c. A Memorandum for Record is attached hereto and made a part hereof as **EXHIBIT E-2** evaluating the ECP completed in 2018 follows current standards for HTRW review for real estate actions and is current with respect to its classification of the property.

12. SUBJECT TO EASEMENTS

This Lease is subject to all existing easements, whether of record or not, 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 Lessor, interfere with the use of the Premises by the Lessee.

13. SUBJECT TO MINERAL INTERESTS

This Lease is subject to all outstanding mineral interests. As to federally owned mineral interests, the Lessee understands and acknowledges that such interests may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), Department of the Interior which has responsibility for mineral development on federal lands. The Lessor 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.

14. PROTECTION OF PROPERTY

a. For the purposes of this condition, the term "Lessee" shall include Lessee's employees, officers, agents, invitees, contractors and subcontractors, assigns, licensees, sublessees, subgrantees, and other affiliates.

b. The Lessee shall keep the Premises in good order and repair and in a decent, clean, sanitary, and 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

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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 the Lessor, or at the election of the Lessor, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Lessor.

c. The Lessee shall immediately notify the Lessor upon discovery of any hazardous conditions on the Premises that present an immediate threat to health and/or danger to life or property. The Lessor, upon discovery of any hazardous conditions on the Premises that present an immediate threat to health and/or danger to life or property, will so notify the Lessee. In addition to the rights of termination for noncompliance or at will (for any reason at any time), upon discovery of any hazardous conditions on the Premises by the Government, or upon notice of Lessee's discovery of such conditions, the Government shall close, or cause the Lessee to close the affected part or all of the Premises to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected the Lessor will have the option to: (1) correct the hazardous conditions and collect the cost of repairs and any other resulting damages, including consequential damages and loss in value to the premises from the Lessee, if the conditions were caused by Lessee; or, (2) revoke the Lease for noncompliance or at will (for any reason at any time) and the Lessee shall restore the Premises in accordance with the Condition on **RESTORATION**. The Lessee shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition on **PROTECTION OF PROPERTY**. Hazardous conditions not caused by the Lessee will be dealt with at the discretion of the Lessor, but the Lessee will nonetheless be responsible for closing the area as directed by the Lessor or complying the Lessor's closing of the area, as applicable, in accordance with this condition.

15. RIGHT TO ENTER

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.

16. TITLE TO IMPROVEMENTS

The demolition, renovation, and construction of improvements by the Lessee are private undertakings, and during the term of this Lease title to all such improvements vest and remain in Lessee. The improvements shall remain real property for the duration of this Lease. All structures and equipment furnished by the Lessee shall be and remain the property of the Lessee during the term of the Lease. Upon expiration,

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revocation, or termination of the Lease, disposition of such improvements shall be accomplished in accordance with the condition on **RESTORATION**.

17. DESTRUCTION BY UNAVOIDABLE CASUALTY

If the Premises or improvements thereon shall be destroyed or be so totally damaged by fire or other unavoidable casualty so as to render the Premises untenable, wholly or in part, then either party may forthwith terminate this Lease by written notice to that effect, notwithstanding the condition on **TERMINATION**. In the event the Lease is not terminated, the Lessor shall diligently proceed to return the Premises and improvements to operation in a manner and in a timeframe satisfactory to the Lessor.

18. 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. Lessor 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 full funded self-insurance program, coverage for all of its liability exposures for this Lease. Lessee agrees to provide said officer with at least thirty (30) days prior written notice of any material change in Lessee's self-funded insurance program and will provide said officer with a letter of self-insurance as adequate proof of coverage. Lessor 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 Lessor as an additional insured.

c. Lessee's fully funded self-insurance program will provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the Lessor or any other person. Under no circumstances will the Lessee be entitled to assign to any third party rights of action that it may have against the Lessor arising out of this Lease

19. 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 on the Premises, or allow or permit such construction or placement without prior written approval of the Lessor.

20. ENVIRONMENTAL PROTECTION

a. The Lessee, including the Lessee's sublessees, successors, or assigns, and the employees, agents, contractors and invitees of any of them, will use all reasonable means available to protect the environmental and natural resources, and where damage nonetheless occurs from activities of the Lessee, including the Lessee's subtenant/successors or assigns, employees, agents, contractors and invitees of any of them, the Lessee shall be liable to restore the damaged resources.

b. The Lessee, including the Lessee's sublessees, successors, or assigns, and the employees, agents, contractors, and invitees of any of them, shall protect the Premises against pollution of its air, ground, and waters by complying, at its sole cost and expense, with all Environmental Laws that are or may become applicable to the Premises or the Lessee's activities on the Premises, including but not limited to all applicable federal, State, and local laws, regulations, United States Army Corps of Engineers policies, and other requirements. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited.

c. The term "Environmental Law", as used herein, means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, State, and/or local governmental, quasi-governmental, administrative or judicial body, agency, board, commission, or other authority relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Emergency Planning and Community Right To Know Act, and the environmental control laws of the State of Washington, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder. Compliance with such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, State, interstate or local governmental agency, are hereby made a condition of this Lease.

d. The Lessee is required to participate in all aspects of an environmental assessment, including but not limited to pre-briefings, the Outgrant Pre Visit Questionnaire, the assessment, exit briefings, of its outgranted area. The Lessee shall promptly initiate and complete all necessary corrective actions, as determined, and directed by the said officer, in order to fully resolve those findings contained in Environmental Assessment Report(s) that the said officer determines must be

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implemented. Failure of the Lessee to take the required corrective action(s) identified in the Environmental Assessment Report(s) may be referred to the appropriate enforcement agency, which will render final determinations with respect to compliance with relevant laws or regulations. Continued non-compliance by the Lessee may also serve as grounds for revocation of this Lease.

e. 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.

f. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, State, interstate, and local laws and regulations. The Lessee must obtain approval in writing from the said officer before any pesticides or herbicides are applied to the Premises.

21. ENVIRONMENTAL SITE ASSESSMENT

a. An Environmental Condition of Property report (ECP), completed in 2018, documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is on file with the Lessee and made a part of the Lease as **EXHIBIT E-1**. Upon expiration, revocation, termination, or relinquishment of this Lease another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two reports will assist the Lessor in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

b. A Memorandum for Record is attached hereto and made a part hereof as **EXHIBIT E-2** evaluating that the ECP completed in 2018 follows current standards for HTRW review for real estate actions and is current with respect to its classification of the property.

22. EXCAVATION RESTRICTIONS AND NOTIFICATION

In the event that the Lessee discovers unexpected, buried debris or a foreign, potentially unsafe or hazardous substance, the Lessee will immediately cease work in the affected area, immediately notify the said officer, and protect the affected area and the material from further disturbance until the said officer gives clearance to proceed. Such abeyance of activity in the affected area shall not constitute a default of the Lessee's obligation under this Lease.

23. 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 the Lessor and protect the site and the material from further disturbance until the Lessor gives clearance to proceed.

24. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the Lessor, 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 Lessor, at the Lessee's sole cost and expense.

25. 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; or in any manner substantially change the contour or condition of the Premises except as authorized in writing by the Lessor.

26. FORCE PROTECTION STANDARDS

Any facilities constructed on the Premises may be constructed using commercial standards in a manner that provides force protection safeguards appropriate to the activities conducted in, and the location of, such facilities.

27. RESTORATION

a. Upon expiration, revocation or termination of this Lease the Lessee shall vacate the Premises, remove its real property improvements and personal property (Lessee's property) from the Premises unless otherwise agreed by the Lessor, and restore the Premises to a condition satisfactory to the Lessor. Such restoration shall include restoration of all property of the United States on the Premises and environmental restoration as determined based on the condition on **ENVIRONMENTAL SITE ASSESSMENT**.

b. In the event this Lease is terminated or revoked by the Lessor for any reason, the Lessor may grant the Lessee a non-exclusive revocable license to use the Premises to vacate, remove Lessee's property therefrom, and restore the Premises to the required condition. Such license shall generally be for a period not to exceed ninety (90) days.

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c. If the Lessee shall fail or neglect to remove Lessee's property and restore the Premises as required in this condition on **RESTORATION**, the Lessor may cause restoration work to be performed, including but not limited to removal of Lessee's property from the Premises. The Lessee shall have no claim for damages against the United States or its officers or agents related to or resulting from any removal of Lessee's property or any restoration work. The Lessee shall pay the United States on demand any sums which may be expended by the United States after expiration, revocation, or termination of the Lease to remove Lessee's property and to restore the Premises.

d. Upon written agreement by the Lessor, any or all of the Lessee's property may be surrendered to the United States in lieu of removal, with title vesting in the United States without additional consideration therefore. The Lessee grants the Lessor power of attorney to execute any deed, bill of sale, or other documents to clear title to such real property improvements or personal property which the Lessor has agreed shall not be removed from the Premises. The Lessor may provide appropriate evidence of title in the Lessee to all property being removed by Lessee.

28. TERMINATION

a. The Lessor may terminate this Lease at any time (i) if the Lessee fails to comply with any term or condition of this Lease, or (ii) at will (i.e. at any time for any reason).

b. The Lessee may terminate this Lease at any time by giving the Lessor at least one hundred and twenty (120) days' notice in writing as defined in the condition on **NOTICES**, of such notice.

29. FAILURE OF LESSOR TO INSIST UPON COMPLIANCE

a. The failure of the Lessor to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of the Lessor's right to the current or future performance of any such terms, covenants, or conditions and the Lessee's obligations in respect to such performance shall continue in full force and effect.

b. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at or in equity, regulation, or by statute. Every power and remedy given by this Lease to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

30. DISPUTES

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. §§ 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 Lessor for a written decision. A claim by the Government against the Lessee shall be in the form of a written decision by the Lessor.

(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;

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

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

(iv) the certifier is authorized to certify the claim on behalf of the Lessor.

(3) The individual signing on behalf of the Lessee must be authorized to certify the claim on behalf of the Lessee and shall be:

(i) If the Lessee is an individual, the certificate shall be executed by that individual.

(ii) If the Lessee is not an individual, the certification shall be executed by an individual authorized to certify on behalf of the entity who is:

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- (A) a senior company official in charge of the Lessee's location involved; or
- (B) 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 Lessor must, if requested in writing by the Lessee, render a decision within sixty (60) days of receipt of the request. For Lessee-certified claims over \$100,000, the Lessor must decide the claim or notify the Lessee of the date by which the decision will be made within sixty (60) days of receipt of the request.

e. The Lessor'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 Lessor 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 or the amount found due and unpaid by the Government from (1) the date the Lessor 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 Lessor 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 Lessor.

31. 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.

Notwithstanding any other provision of this Lease, any provision that purports to assign liability to the United States Government shall be subject to and governed by Federal law, including but not limited to the Contract Disputes Act of 1978 (41 U.S.C. Sections 7101-7109 (2012)), the Anti-Deficiency Act (31 U.S.C. Sections 1341 and 1501), and the Federal Tort Claims Act (28 U.S.C. Section 2671, et seq.).

32. NO INDIVIDUAL LIABILITY OF UNITED STATES OFFICIALS

No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the United States, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute, or rule of law or by the enforcement of any assessment or penalty, or otherwise.

33. ANTI-DEFICIENCY ACT

Nothing in this Lease shall obligate the Lessor to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351. Notwithstanding the foregoing, nothing contained in this Lease shall limit, diminish, or eliminate any rights that the Lessee or its successors or assigns may have against the Lessor under applicable statutes, rules, or regulations.

34. 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.

35. 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 Lessor shall have the right to annul this Lease without liability or, in its discretion, to require the Lessee to pay to the Lessor, in addition to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

36. 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.

37. MODIFICATIONS AND CONSENTS

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

b. The provisions of this Lease may only be superseded, modified, or repealed pursuant to a written amendment or supplemental agreement to this Lease.

38. MERGER

This Lease and any other agreement shall not merge. In the event the terms and conditions of this Lease conflict with the terms and conditions of any other agreement, the terms and conditions of the Lease shall prevail.

39. NOT PARTNERS

Nothing contained in this Lease will make, or will be construed to make, the Lessor and the Lessee hereto partners or joint venturers with each other, it being understood and agreed that the only relationship between the Lessor and the Lessee under this Lease is that of landlord and tenant with respect to the Premises.

40. 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 Premises, because of race, color, religion, sex, sexual orientation, gender identity age, handicap, or national origin pursuant to Executive Order 13672, 21 July 2014. The equal opportunity clauses set forth at 41 C.F.R. 60-1.4(a) are hereby incorporated by reference in this Lease and the Lessee shall comply with such clauses. Any reference in such clauses "contractor" shall mean the Lessee, any reference to "contract" shall mean the Lease, and any reference to "subcontract" shall mean the any sublease or contract for services required under the Lease. If the Lessee believes it is exempt from compliance with such clauses in whole or in part pursuant to 41 C.F.R. 60-1.5, the Lessee shall provide to the Government information necessary to determine the applicability of such clauses. The Lessee shall 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.

41. LABOR, MATERIAL, EQUIPMENT, AND SUPPLIES

Lessee shall bear the sole responsibility for furnishing and paying for all labor,

materials, equipment, and supplies used in conjunction with the exercise by the Lessee of any right granted hereunder, unless specifically absolved from said responsibilities elsewhere within this Lease.

42. DETERMINATION REGARDING EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 13658. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

b. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2018 and December 31, 2018 shall be \$10.35 per hour. The minimum wage shall be adjusted each time the Secretary of Labor’s annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

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(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

c. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

e. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

f. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local

law, or under contract, entitle a contractor to pay less than \$10.35 (or the minimum wage as established each January thereafter) to any worker.

g. Payroll Records.

(1) The contractor shall make and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

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h. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

k. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

l. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

m. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

n. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, 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, suites, 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 contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States

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from the claims of subcontractors and contractor employees.

43. DETERMINATION REGARDING EXECUTIVE ORDER 13706

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the

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Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (v) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i)** Name, address, and Social Security number of each employee;
- (ii)** The employee's occupation(s) or classifications(s);
- (iii)** The rate or rates of wages paid (including all pay and benefits provided);
- (iv)** The number of daily and weekly hours worked;
- (v)** Any deductions made;
- (vi)** The total wages paid (including all pay and benefits provided) each pay period;

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(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable

information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act,

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the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting

any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

44. SITE SPECIFIC 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, administers 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 property is owned by the United States Coast Guard and has authorized the United States Army Corps of Engineers via **EXHIBIT F – Permit No. USCG-4122: Permit for Use of Real Property for Other Federal Agencies**, to administer the St. Martin de Porres Homeless Shelter under 10 USC 2546 (renumbered at 10 USC 2556).

c. The space included under this Lease shall be used as an overnight shelter for

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the homeless as described in **EXHIBIT C – Shelter Program Policy and Procedures**. 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.

d. The shelter is in operation 24/7 and offers 53 cubicle-style dorms monitored by shelter staff. Current shelter residents are permitted to stay as long as needed while receiving services and related care from shelter staff. All prospective residents are provided with a copy of the Shelter Program Policy and Procedures booklet. Individuals must review and sign the operating rules of the shelter prior to becoming a resident as described in **EXHIBIT C – Shelter Program Policy and Procedures**.

e. A Memorandum of Agreement documenting the responsibilities of United States Army Corps of Engineers as the Lessor, and the St. Martin De Porres Shelter as the designated non-profit operating the shelter on behalf of the City of Seattle as Lessee is attached hereto and made a part hereof as **EXHIBIT G**.

45. PRIOR AGREEMENT

This Lease supersedes and replaces Lease No. DACW67-1-18-32, and License Nos. DACA67-3-01-109 and DACA67-3-17-130 and all associated supplemental agreements.

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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 _____, 2023.

Enrique Godinez
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this ____ day of _____, 2023.

CITY OF SEATTLE

BY: _____

TITLE: _____

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CORPORATE CERTIFICATE

I, _____ certify that I am the
_____ of, _____ and that,
_____, who signed the foregoing instrument on
behalf of the corporation, was authorized to sign for the corporation. I further certify that
said signer was acting within the scope of powers delegated to this officer by the
governing body of the corporation in executing said instrument.

Date: _____, 2023

Corporate Secretary or Appropriate Officer

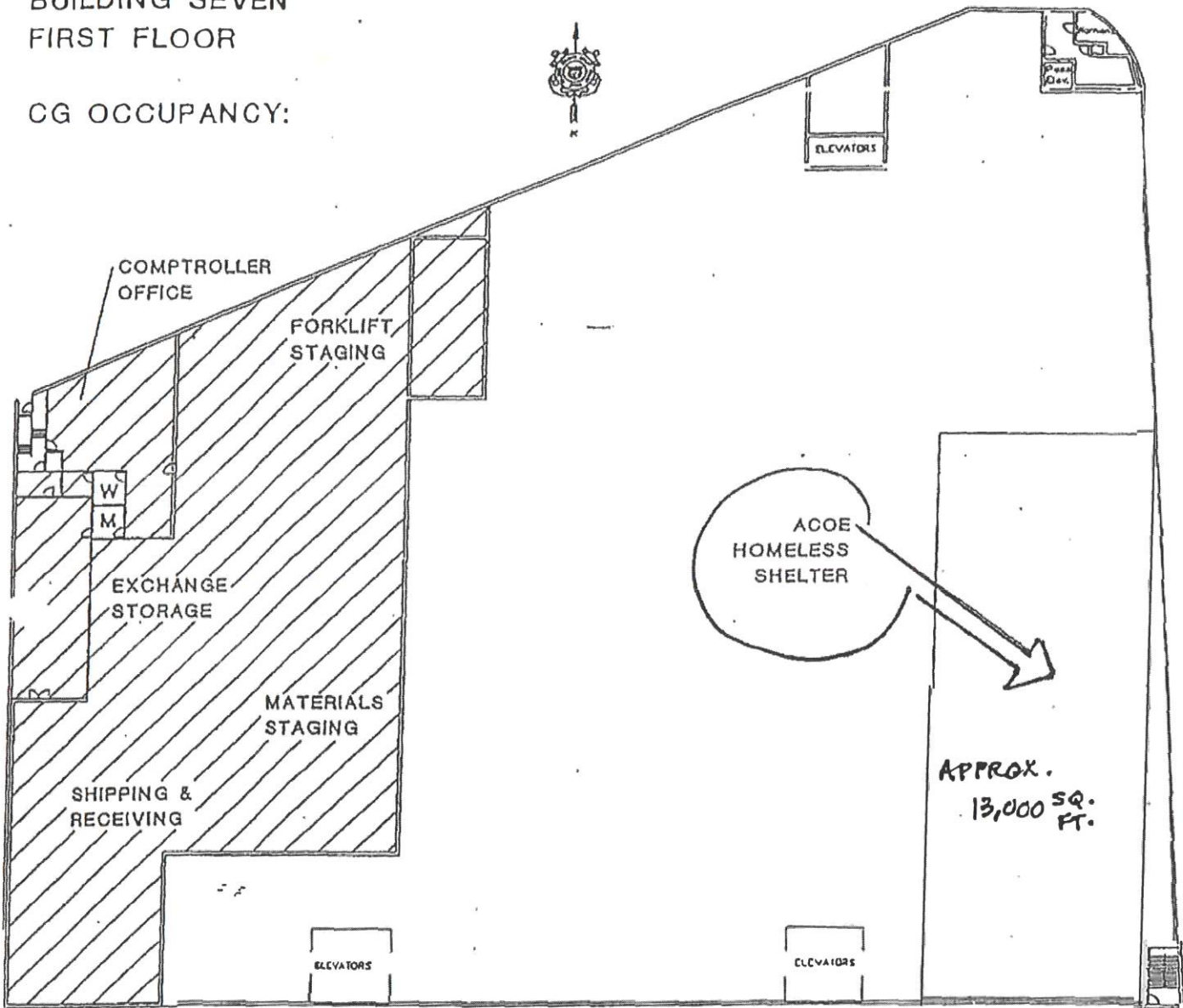
<<Affix Corporate Seal>>

List of Exhibits

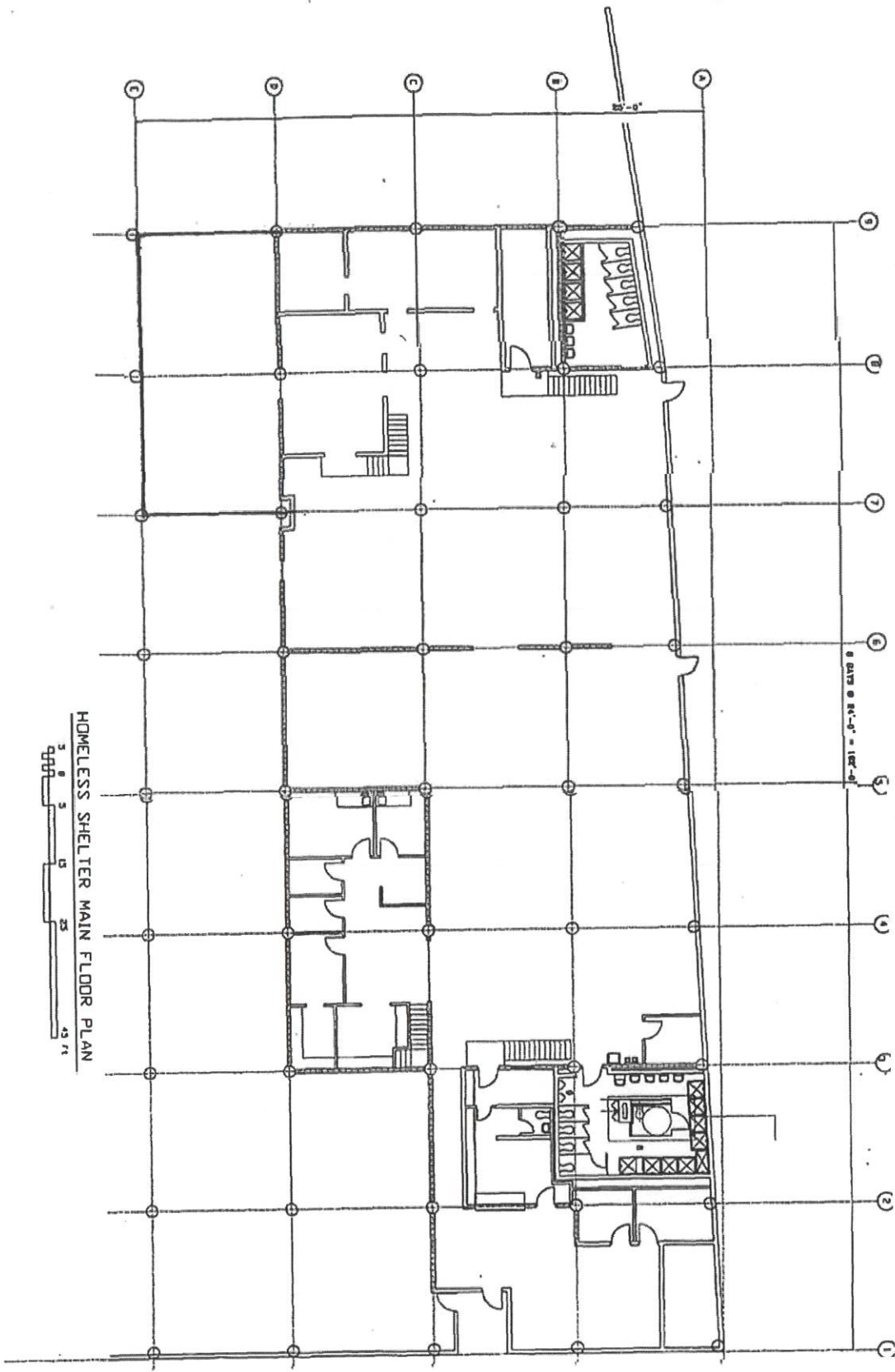
- | Exhibit | Title |
|----------------|--|
| A. | Property Maps: A-1: Federal warehouse, building seven, first floor (Coast Guard occupancy); and A-2: Homeless shelter main floor plan; and A-3: Homeless shelter mezzanine floor plan |
| B. | Report on Title and Legal Description |
| C. | Saint Martin de Porres Shelter - Procedures and Guidelines, March 2023 |
| D. | Not Used |
| E. | E-1: May 2018 Environmental Condition Report (on file with City of Seattle/FAS); and E-2: Memorandum for record (with respect to May 2018 Environmental Condition Report). |
| F. | Permit for Use of Real Property by Other Federal Agencies (as issued by the USCG, August 2000) |
| G. | Memorandum of Agreement Between US Army Corps of Engineers and Saint Martin de Porres Shelter, September 2000 |

FEDERAL WAREHOUSE
BUILDING SEVEN
FIRST FLOOR

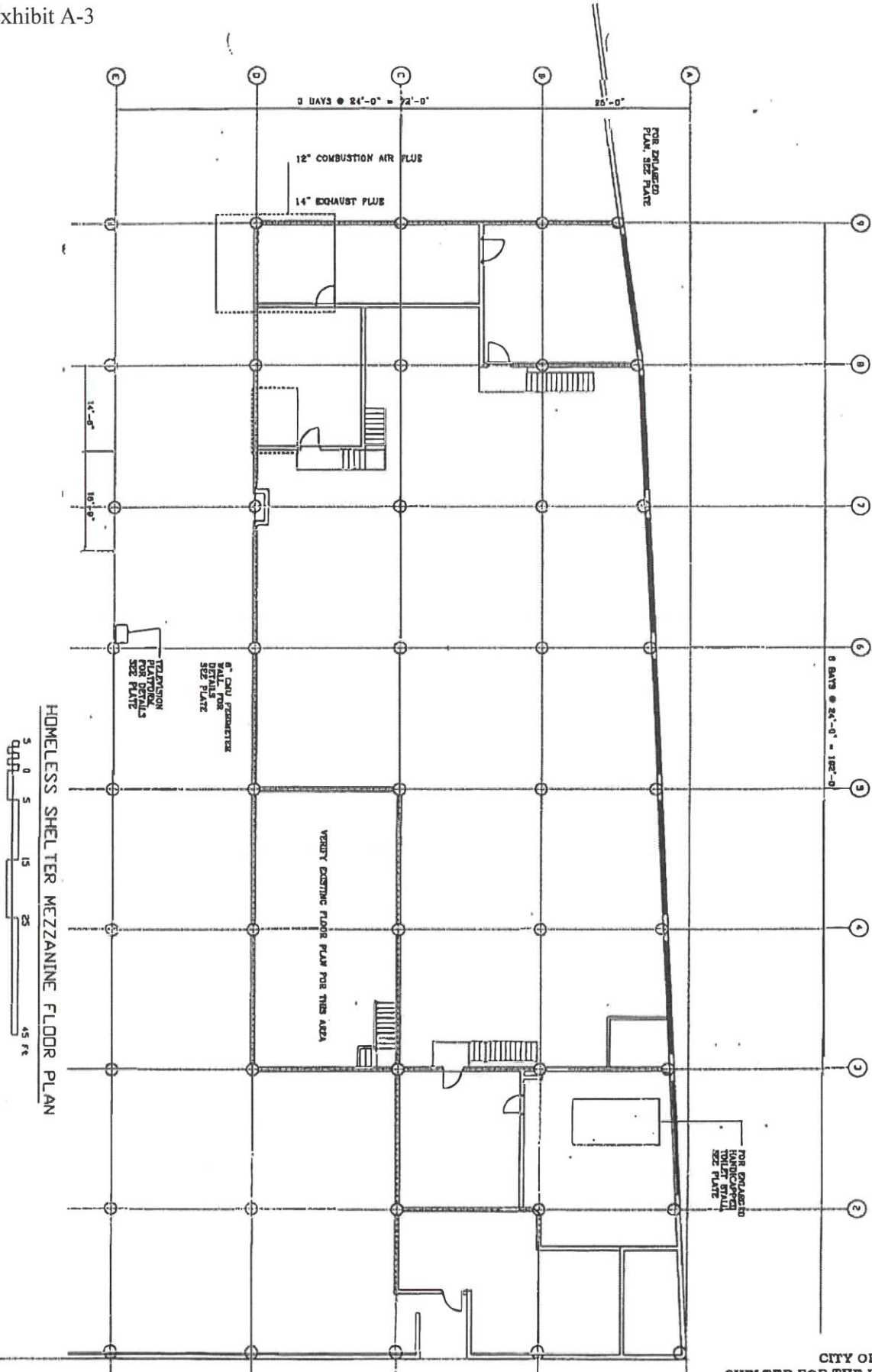
CG OCCUPANCY:



Att A - Exhibit A-2



CITY OF SEATTLE
SHELTER FOR THE HOMELESS
SEATTLE



HOMELESS SHELTER MEZZANINE FLOOR PLAN



Holding Agency's Report on Title

(Pursuant to the Federal Property Management Regulations (FPMR's), related regulations, and General Service Administration (GSA) requirements. For additional information, see FPMR (41 CFR) 101-47.2 or call GSA at FTS 396-7547/(206) 931-7547)

Instructions:

To be completed by a qualified employee of the reporting agency and attached to Standard Form 118, Report of Excess Real Property (original and four copies). Check all applicable items and furnish all requested information.

1. The property is locally known as Seattle Federal Warehouse, or Building 7,
Seattle Army Terminal

County of King, State of Washington.

The property is legally described as: (Insert if space sufficient/attach separate page(s) if needed/refer to recorded Deed or Declaration of Taking. Attach a drawing in all cases, including the locations of all buildings. If a metes and bounds description, a survey or map must be furnished which permits tracing the boundaries to assure they "close". The drawing should be of sufficient size so that dimensions and acreage can be confirmed.) Described below () description attached (XX).

2. Title was obtained by deed () condemnation () public domain (). (Attach legible copy of deed or Declaration of Taking, as recorded in county land records). Transfer from COE, November 3, 1965.
3. State all exceptions, reservations, conditions, and restrictions relating to the title acquired and attach legible copies of all such easements, permits, licenses, and encumbrances. A copy of the Government's title insurance policy at the time of acquisition should be included if available.

4. No action, thing, or circumstance has occurred from the date of acquisition of this property by the United States to the date of this report which in any way affected or may have affected the right, title, and interest of the United States in and to this real property except as follows: (State "NONE" or list all easements, permits and other encumbrances affecting title and provide legible copies of same.)
() None (X) listed below.

1.13 acres was transferred to Coast Guard in 1975.

5. () A. There are no special circumstances affecting jurisdiction that are peculiar to this property by reason of its being Government-owned. Civil and criminal jurisdiction is () proprietary (X) concurrent.
- () B. Civil and criminal jurisdiction is exclusive.
6. () This property is not located in an identified floodplain or wetlands and is not subject to flood hazards or flooding. (If this statement cannot be made, list on a separate page the restricted uses, furnish appropriate deed covenants, and cite the applicable Federal, State, or local regulations addressing same.) Is in Tidal Plain
7. (X) This property contains no fixtures or related personal property that have possible historic, architectural, archeological, or cultural value. (If any such items exist, specifically identify and describe them on a separate page and state whether on or eligible for the National Register. Include the Advisory Council and State Historic Preservation Officer comments and proposed protective covenants).
8. (X) This property has no historical, architectural, archeological, or cultural significance and is not listed, eligible for listing, or in proximity to any property which is listed on the National Register of Historic Places. No effort by the public to have this property so listed has come to the attention of the holding agency. (If these statements cannot be made, provide details on a separate page together with the Advisory Council and State Historic Preservation Officer comments and proposed protective covenants.)
9. (X) This property has been screened against the known needs of this holding agency, or, if a Department of Defense property, the DOD screening requirement (10 USC 2662/FPMR 101-47.202-3(c)) has been met. Property is 100% committed by Assignment Branch
10. () This Property has been withdrawn from the public domain and this holding agency has been advised by the Secretary of the Interior that it is not suitable for return to the public domain and properly may be reported to the GSA for disposal pursuant to the Federal Property and Administrative Services Act of 1949. (Enclose a copy of the DOI's notification and report; see FPMR 101-47.202-6(c)).

11. (X) This property, in its present condition, is not dangerous or hazardous to the public health and safety (e.g. toxic waste contamination, military ordnance and explosive waste, debris). (If this statement cannot be made, attach separate page(s) explaining extent of contamination and plans for decontamination.)
12. () A. This will certify that there are no Polychlorinated Biphenyls (PCB's) on or associated with the property being excessed.
- (X) B. This holding agency is in compliance with 40 CFR 761, "Polychlorinated Biphenyls (PCB's) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions", as it relates to PCB use, storage, handling, and disposal on this property.
13. () This property contains no asbestos material, such as is sometimes used to insulate ceilings, pipes, and ducts, or to fireproof structural members. (If property contains asbestos, specifically identify and describe location.) Possibly small quantity of asbestos in lagging on steam pipes and in boiler insulation in mechanical room and on
- () Unable to determine. fourth floor from 1983 survey. Additional tests are being made.
14. This property () is (X) is not located on an Indian Reservation. (If located on an Indian Reservation, provide name of the reservation and tribe.)
15. This property (X) is () is not located within the corporate limits of a city or town. (If it is, provide name of city or town and name and address of mayor or city manager) Seattle, Washington
Mayor Charles Royer
600 4th Avenue, 12th Floor
Seattle, WA

By: Eric R Williams
(Signature)

Name: ERIC R. WILLIAMS
(Typed)

Title: Chief, Utilization Branch

Agency: GSA

Date: 7/22/85

FTS No: 396-7231

Comm. No: 206-931-7231

Attach appraisals, photographs, and other pertinent information, if any. Don't hesitate to call for assistance in reporting this or any other property you no longer need. (FTS 396-7547, Comm. (206) 931-7547.)

Item 1. (Continued)

LEGAL DESCRIPTION

Portions of Tract 1, Blocks 2, 3, 4 and 5 of Seattle Dock Company's replat of Lots 10 to 16 inclusive of Block 369, Seattle Tidelands, as recorded in Volume 10 of Plats, Page 61, records of King County, Washington;

Together with portions of the unplatted tract as designated in said Seattle Dock Company's replat, said tract being portions of Lot 11, Block 369, Seattle Tidelands;

Together with portions of vacated Moran Place and vacated Seattle Terminal Railway track as designated on said Seattle Dock Company's replat;

The above described tract more particularly described as follows:

Beginning at the intersection of the northerly margin of West Massachusetts Street with the westerly margin of Railroad Avenue (Alaskan Way); thence north 66 45'14" west along the northerly margin of said Massachusetts Street a distance of 361.59 feet; thence north 23 09'23" east a distance of 189.51 feet; thence south 89 56'07" east a distance of 261.36 feet; thence north 4 23'28" east a distance of 135.56 feet; thence north 85 36'32" east a distance of 110 feet more or less; thence north 4 23'28" east a distance of 20 feet more or less; thence north 85 36'32" east a distance of 45 feet more or less to the westerly margin of Railroad Avenue (Alaskan Way); thence south 17 14'15" west along said westerly margin a distance of 318.80 feet to a point of curve; thence along the arc of a curve to the right, said curve having a radius of 1430.33 feet; through a central angle 7 35'00", a distance of 189.31 feet to the true point of beginning.

ATTACHMENTS
TO
REPORT OF EXCESS OF REAL PROPERTY
SEATTLE FEDERAL WAREHOUSE
1555 ALASKAN WAY
SEATTLE, WASHINGTON

1. Form 118
2. Form 118-A
3. Form 118-B
4. Holding Agency's Report on Title (4 pages)
5. Legal description and survey of original 3.648 acre parcel transferred from COE, 11/3/65, by Goldsmith & Associates (2 pages)
6. Legal description and plat of 1.13 acre parcel transferred to Coast Guard, 3/5/75 (2 pages)
7. Permit from City of Seattle, 6/23/85, for tank in S. Massachusetts Street (2 pages)
8. Report on Government Title, 1.13 acre parcel transferred to Coast Guard (2 pages)
9. Title Opinion by 10L on original parcel, 6/3/75 (2 pages)
10. License from Coast Guard for access to Alaskan Way, 8/11/81 to 8/10/86 (2 pages)
11. Title package for easement from Port of Seattle for sewer easement including Easement Deed, Policy of Title Insurance, Certificate of Inspection and Possession, and title opinion (11 pages)
12. Original title report on entire Seattle Army Terminal by COE, 4/1/63 (12 pages)
13. Jurisdiction summary, COE (2 pages)
14. Permit No. J 8674 from City of Seattle
15. Deed from grantor (Pacific Terminals, Inc.) to U.S., 12/31/40 (3 pages)

Hugh G. Goldsmith and Associates

512 LYON BUILDING

SEATTLE 4, WASHINGTON

MAIN 2-1080

2 October 1964

HUGH G. GOLDSMITH
 CONNOR M. HAMMOND
 JAMES A. RIDER
 GEORGE W. DRYSDALE

LEGAL DESCRIPTION

FOR

GENERAL SERVICES ADMINISTRATION

Legal Description:

Portions of Tract 1, Blocks 2, 3, 4 and 5 of Seattle Dock Company's Replat of Lots 10 to 16 inclusive of Block 369, Seattle Tidelands, as recorded in Volume 10 of Plats, page 61, records of King County, Washington;

Together with portions of the Letson and Burpee Tract and the unplatted tract as designated in said Seattle Dock Company's replat, said tract being portions of Lot 11, Block 369, Seattle Tidelands;

Together with portions of vacated Moran Place and vacated Seattle Terminal Railway track as designated on said Seattle Dock Company's replat;

The above described tract more particularly described as follows:

Beginning at the intersection of the northerly margin of West Massachusetts Street with the westerly margin of Railroad Avenue (Alaskan Way); thence north $66^{\circ}45'14''$ west along the northerly margin of said Massachusetts Street a distance of 361.59 feet; thence north $23^{\circ}09'23''$ east a distance of 189.51 feet; thence south $89^{\circ}56'07''$ east a distance of 261.36 feet; thence north $4^{\circ}23'28''$ east a distance of 220.56 feet; thence south $89^{\circ}55'00''$ east a distance of 68.15 feet; thence north $0^{\circ}03'05''$ east a distance of 269.04 feet; thence south $89^{\circ}57'35''$ east a distance of 157.37 feet; thence south $27'45''$ east a distance of 4.50 feet; thence north $89^{\circ}37'37''$ east a distance of 15.30 feet to the westerly margin of Railroad Avenue (Alaskan Way); thence south $17^{\circ}14'15''$ west along said westerly margin a distance of 653.80 feet to a point of curve; thence along the arc of a curve to the right, said curve having a radius of 1430.33 feet; through a central angle $7^{\circ}35'00''$, a distance of 189.31 feet to the true point of beginning.

PROFESSIONAL ENGINEERS

LAND SURVEYORS

PLANNING CONSULTANTS

Hugh G. Goldsmith and Associates

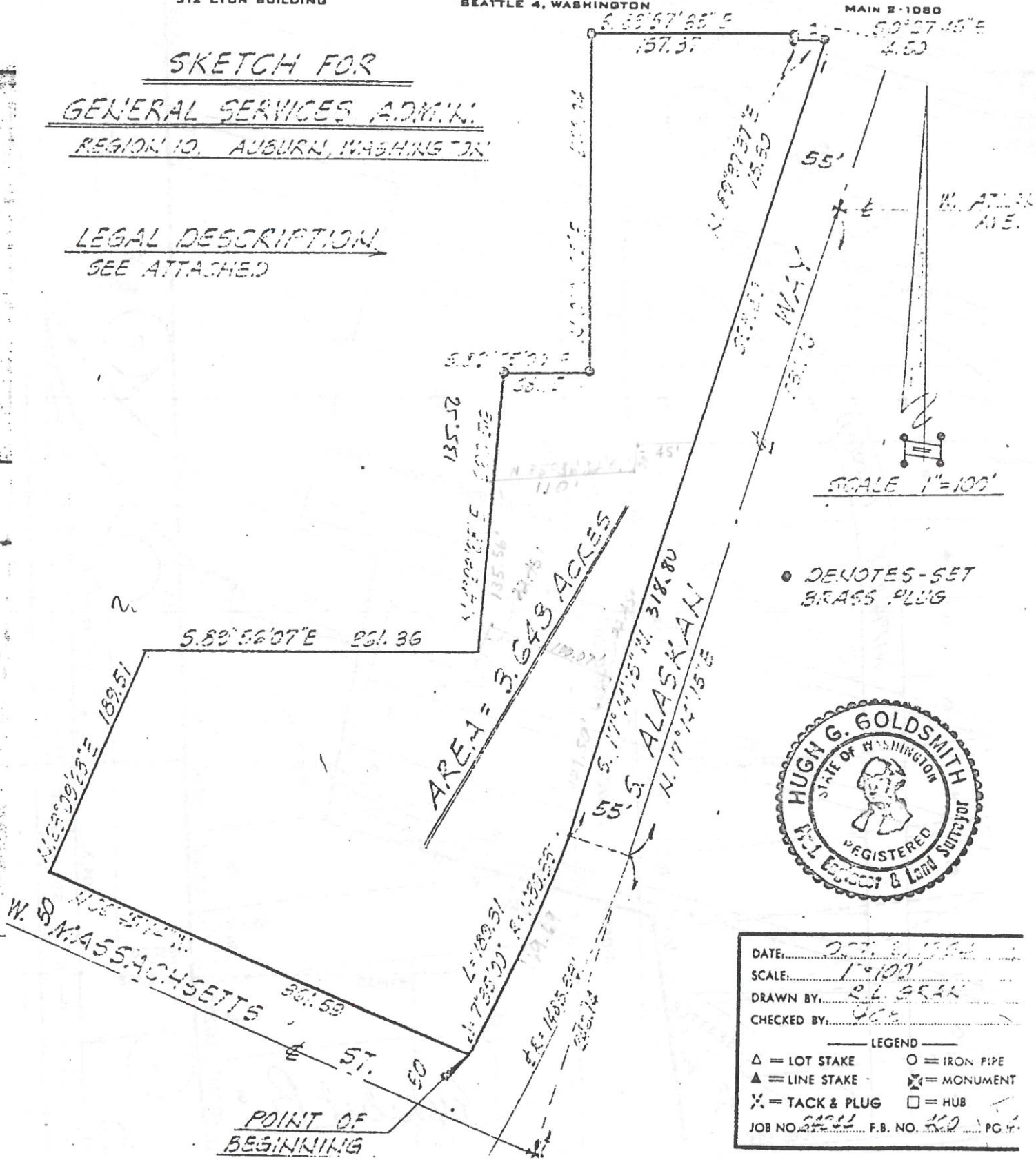
AMERICAN ENGINEERING CO.

512 LYON BUILDING

SEATTLE 4, WASHINGTON

SKETCH FOR
GENERAL SERVICES ADMIN.
REGION 10, AUBURN, WASHINGTON

LEGAL DESCRIPTION
SEE ATTACHED



SCALE 1"=100'

• DENOTES-SET BRASS PLUG



DATE: OCT 11 1964

SCALE: 1"=100'

DRAWN BY: R.L. SKILL

CHECKED BY: J.C.S.

LEGEND

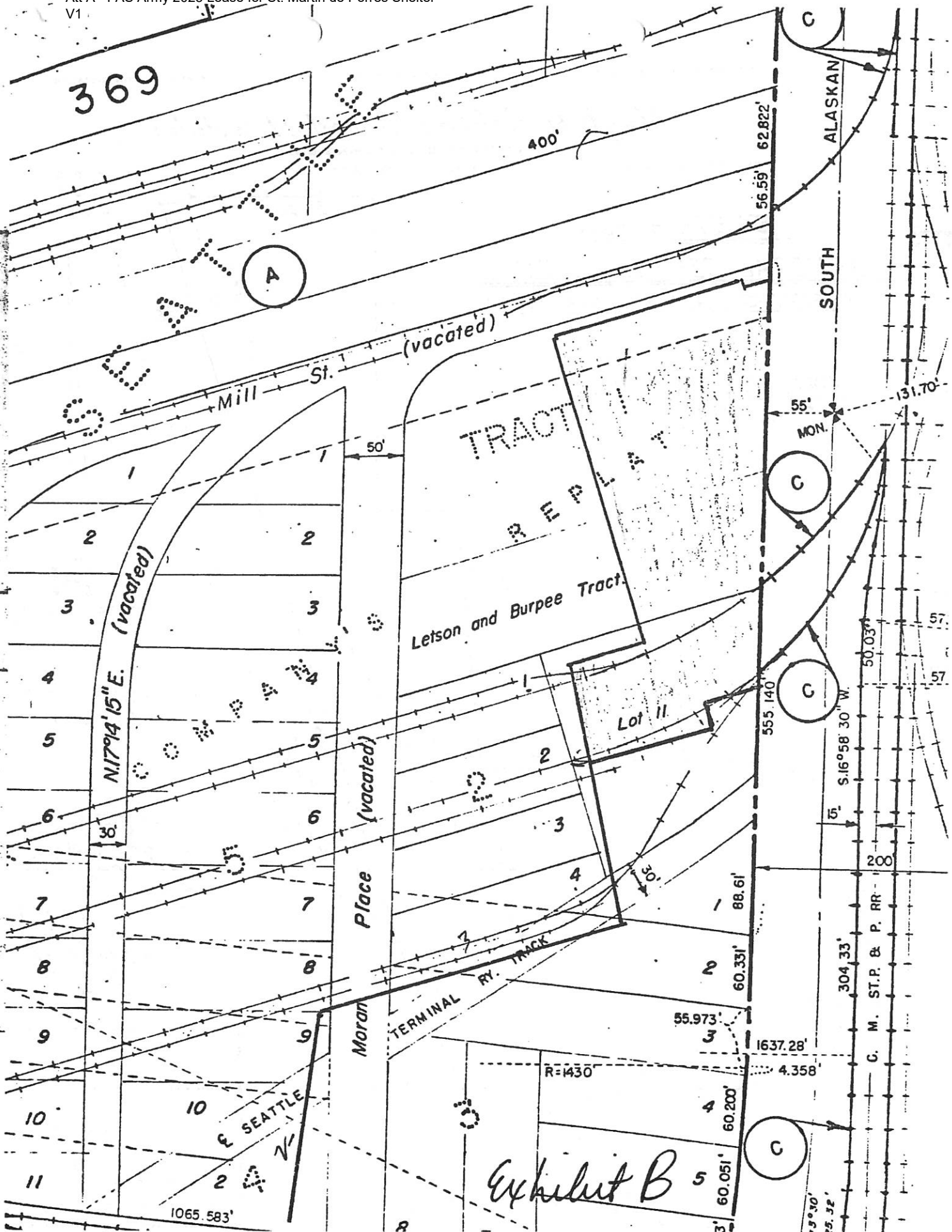
△ = LOT STAKE ○ = IRON PIPE

▲ = LINE STAKE ⊠ = MONUMENT

⊗ = TACK & PLUG □ = HUB

JOB NO. 5465 F.B. NO. 540 P.C. 11

369



Att A - Exhibit C

St. Martin de Porres Shelter

St. Martin de Porres is 24/7, cubicle style emergency shelter for men who are 50 years of age or older. Men are welcome to stay as long as needed – there is no time limit and no charge for staying here. It is the mission of our staff to provide support and assist in helping find housing that meets individual 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 staffperson for assistance.

**March
2023**

Rules at St. Martin de Porres

- No firearms are allowed in the shelter, other weapons including, but not limited to knives and clubs are also forbidden on campus.
- No illegal drugs are allowed in the shelter or on shelter property. Misuse of prescription drugs is also not allowed. If you are found with illegal drugs or alcohol you will be asked to either flush them or take them off the campus and not return until you have gotten rid of them.
- Alcohol must be kept secured and not seen or drank in public areas in or on shelter property.
- Sales of Drugs, either illegal or prescription drugs, to others on the shelter campus will result in being banned from the shelter.
- As a resident you are expected to be fully clothed while in the shelter, except when on your mat and under the covers or when you are in the bathrooms or showers. Shoes or sandals must be worn in the shelter when not in your bed.
- Current shelter policy is that face masks must be worn at all times except when you are eating, in your cubicle or showering. Walking while eating or drinking is not allowed, wear your mask until you sit down to eat or drink>
- You are expected to not threaten, or assault anyone in the shelter.
- Staff may at any time change the mat/cubical assignments for the needs of the shelter, please be understanding.
- Listening to personal media/sound devices must be via earphones/headphones, not played out loud.
- No smoking in any area of the shelter other than the designated smoking area out front.
- Residents are expected to cooperate with reasonable requests that may arise while you are a resident of the shelter; this includes but is not limited to personal hygiene.
- There is not check in time, but you must check in every day while you are a resident and stay on premises for at least 4 hours out of each 24-hour day. Failure to follow this may result in staff giving your mat to someone else.
- If you lose your mat your belongings from your cubical will be placed in the “recycle area” failure to arrange to pick up your belongings within 15 days

from your last day as a resident will result in your belongings being disposed of or recycled to the resident clothing room. You may contact the Program Director or Operations Manager to request an extension.

- You may not store items outside your cubicle, and all of your belongings must fit within an area no greater than 20”x28”x30”. Absolutely no furniture is allowed in your cubicle other than the bed, mattress, nightstand, TV tray and black plastic and metal chair provided by the shelter. No TVs, computers or tablets with a screen size larger than 17”.
- Resident’s bicycles may never be brought in the shelter and the only place they may be stored on shelter property is on the bike rack.
- While in the neighborhood around the shelter and on the shelter property itself, we ask that you engage in no illegal activity so we can remain good neighbors and participate in the keeping the neighborhood a safe place for all. In addition, you may not go to any homeless encampment or hang out in any vehicle, including your own when parked within site of the Coast Guard base.
- Please keep your belongings on you or secure and understand that St. Martin de Porres and CCSWW are not responsible for the loss of any of your belongings. St. Martin’s does not provide locks for your nightstand or bicycle.

By signing this document, you are acknowledging that you have read, understand, and will make a good faith attempt to follow all guidelines and expectations.

Resident Name: _____

Signature: _____ **Date:** _____

Staff Name: _____

Accommodations

Sleeping accommodations are individual cubicles with two blankets provided. Once you are assigned a cubicle, you may shower and 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 operate. Laundry soap and bleach dispensers are attached to the washing machines, just press the button to dispense.

Services

- A nurse from Health Care for the Homeless is available most weekdays, on a first come first serve basis.
- We have housing case managers to assist you in finding appropriate and permanent housing.
- We have a clothing room which is open most Wednesday evenings.
- Showers are available for your use, with towels at the front and back desk. Soap dispensers are installed in each shower.
- Laundry machines are available.
- Wake up calls are available and can be requested at the front desk.
- Address verification is available for anyone staying here.

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 not 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.

Cleanliness

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

Each cubicle is provided with two blankets, which are washed weekly. When you are assigned to a cubicle, clean blankets are provided. Fold your blankets and put them at the end of your bed 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 cubicles, nor are they 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.

Safety

A person must be sober enough to walk 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.

To pick up your belongings you must call the shelter at (206)323-6341 to plan.

The staff of St. Martin de Porres reserves the right to search any person. If possession of a weapon, alcohol, or other restricted item is found.

Residents' 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 HIPAA regulations.

- To have the opportunity to review their own records in the presence of a staff person after written request to the Operations Manager or Division 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 Daily Schedule

7:00 AM Lights on

7:30 AM Breakfast

12 PM Lunch

6 PM Dinner

9:30 PM Lights out

St. Martin de Porres COVID 19 Policy

- Current shelter policy is that face masks must be worn at all times except when eating, in your cubicle or showering. Walking while eating or drinking is not allowed, wear your mask until you sit down to eat or drink.
- Cubicles and beds have been placed to allow the minimum six (6) foot distance between residents. Residents may not go into another resident's cubicle at any time to help maintain this distance
- Any staff or resident who tests positive for COVID 19 will be quarantined for ten (10) days. At the end of (10) days, the person must have a negative COVID test and be free of symptoms to return to the shelter.
- When a positive COVID test occurs at St. Martin de Porres, King County Health Department and the CCS Regional Office will be notified.
- Onsite COVID testing will be put into place for shelter staff and residents for two (2) consecutive weeks.
- After two (2) consecutive weeks of negative COVID test results, testing will be discontinued.

CENWS-ENT-E

17 February 2023

MEMORANDUM FOR RECORD

SUBJECT: Evaluation of the May 2018 Environment Condition of Property Report for St. Martin de Porres Shelter for Purposes of Lease Renewal (DACW67-1-23-124 replaces DACW67-1-18-32)

1. The lease from the Department of the Army to the City of Seattle for use of approximately 13,000 square feet in the east end of the first floor of Coast Guard Building 7 Warehouse, 1561 Alaskan Way South, Seattle, Washington, for homeless shelter purposes expires July 31, 2023. In preparation for renewal of the lease, evaluation of the Environmental Condition of the Property (ECP) Report is required in accordance with ER 200-2-3, Chapter 10 Real Estate.
2. An ECP Report (Encl 1) was prepared in May 2018, prior to initiation of the current lease. The ECP Report classified the environmental condition of the property as Standard Environmental Condition of Property Area Type 1, which is defined as “Areas where no release, or disposal of hazardous substances or petroleum products or their derivatives has occurred, including no migration of these substances from adjacent areas.” The ECP also documented mold contamination found in the two bathrooms at the shelter and recommended immediate removal and continued mitigation of mold within the facility which was outlined in a Technical Quality Assurance Report in November 2019 (Encl 2). Subsequent renovations to the shelter’s restroom/shower areas including mold abatement were completed in 2020 with a final payment requested by the St. Martin De Porres Shelter in October 2020 (Encl 3).
3. On February 16, 2023, a review of the Washington State Department of Ecology’s “What’s in My Neighborhood” GIS web portal did not reveal any spill or cleanup sites not already documented in the May 2018 ECP Report with ¼ miles of the property. A review of EPA’s EnviroMapper GIS web portal similarly did not reveal any additional spill or cleanup sites (Encl 4).
4. The 2018 ECP Report for the property complies with current standards for HTRW review for real estate actions and is current with respect to its classification of the property. Because proposed new lease at the property is a lease renewal to the same grantee, on the same property and for the same purpose as the prior lease, and because there have been no spills, releases, or significant changes at or near the site with respect to HTRW, in accordance with ER 200-3 (2022), I recommend that we rely on the 2018 ECP document as sufficient for our review purposes on the proposed lease renewal.
5. For questions or clarifications regarding this evaluation of the applicability of the 2018 ECP Report toward renewal of the St. Martin de Porres Shelter lease to King

County, please contact Jayson Osborne at (206)369-2615 or by email at jayson.b.osborne@usace.army.mil.

OSBORNE.JAYSON.BRUCE.115808873
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4
JAYSON OSBORNE
Remediation Biologist
Seattle District

Encl

| | | |
|---|---|--------------------------------|
| DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-122 (Rev. 4-81) | 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

- | | |
|---|--|
| <p>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.</p> <p>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.</p> <p>c. The use to be made of the subject premises shall be limited to that specified in item 4.</p> <p>d. This Permit shall be neither assignable nor transferable by the Permittee.</p> <p>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.</p> <p>f. The Permittee shall protect, maintain, and keep in good order the premises or facilities Permitted hereby. This obligation includes</p> | <p>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.</p> <p>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.</p> <p>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.</p> |
|---|--|

| | |
|---|---|
| 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 ^{east} corner) and small outside area adjacent to building.

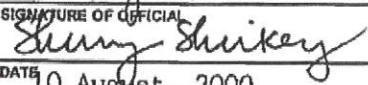
4. PURPOSE OF PERMIT (Specific use)
 Permit issued to the Department of the Army, Seattle District, Corps of Engineers so they can continue to administer the St. Martin de Porres Homeless Shelter under 10 U.S.C. 2546.

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  |
| 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 |

PREVIOUS EDITION IS OBSOLETE

MEMORANDUM OF AGREEMENT

BETWEEN THE U.S. ARMY CORPS OF ENGINEERS
AND
ST. MARTIN DE PORRES SHELTER

WHEREAS, the U.S. Army Corps of Engineers, Seattle District (Corps) is authorized pursuant to 10 USC § 2546 to make military installations available for providing shelter for persons without adequate shelter and to provide incidental services to the shelters;

WHEREAS, the Corps has an installation located at 1555 Alaskan Way, Seattle, Washington; and

WHEREAS; the Corps has a real estate agreement with the City of Seattle for purposes of the City providing the real estate to St. Martin de Porres Shelter (the Shelter) to shelter homeless individuals;

Now Therefore,

CORPS RESPONSIBILITIES

Subject to availability of funds available for this purpose, to the property remaining a military installation of the Army, and St. Martin de Porres continued operation, the Corps agrees, pursuant to 10 U.S.C § 2546, to reimburse St. Martin de Porres for the following costs incident to furnishing the shelter:

Utilities;
Bedding;
Security;
Transportation;
Minor repairs; and
Property liability insurance.

It is understood that only those transportation costs of shelter residents to and from the shelter within the immediate vicinity of the shelter area are reimbursable. Minor costs associated with maintenance and repair of installed utilities are also considered reimbursable as minor repairs.

The Corps will review the Shelter request for reimbursement to insure compliance with provisions of this agreement.

SHELTER RESPONSIBILITIES

As incident to being reimbursed its incidental costs, the Shelter shall:

DACW67-1-18-32
CITY OF SEATTLE
SHELTER FOR THE HOMELESS
SEATTLE

Exhibit "G"

1. Notify the Corps by submitting a cover letter, summary sheet, and copy of invoices for the costs it has incurred as incident to furnishing the shelter. Invoices shall include specific details regarding the purpose of the transportation and utility costs. Such information shall be provided on a quarterly basis (every 3 months).
2. Submit invoices to Seattle District, Corps of Engineers, ATTN: Andy Maser, Shelter Program Manager at 4735 East Marginal Way South, Seattle, WA 98134-2385.
3. Maintain books, records, documents and other evidence pertaining to payment or reimbursement for performance under this Agreement, to the extent and in such detail as will properly reflect all net costs, direct and indirect, or labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature involved therein. The Shelter shall make available at its offices, at reasonable times, the accounting records for inspection and audit by an authorized representative of the Corps during the period this Agreement is in effect.

OFFICIALS NOT TO BENEFIT. No member of or delegate to the Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

COVENANT AGAINST CONTINGENT FEES. The Shelter warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the State for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

RELEASE: The Government and its officers and employees shall not be liable in any manner to the Shelter for or on account of damage caused by operation and maintenance of the shelter. The Shelter hereby releases the Government and agrees to hold it free and harmless and to indemnify it from all damages, claims, or demands, if any, that may result from operation and maintenance of the shelter.

RELATIONSHIP OF PARTIES. The parties to this Agreement act in their independent capacities in the performance of their respective functions under it, and neither party is to be considered the officer, agent, or employee of the other.

AMENDMENTS OR MODIFICATIONS

Any amendments or modifications to this agreement shall be in writing and signed by both parties by an individual with authority to do so.

EXPIRATION/TERMINATION

This agreement shall expire or be terminated if the property located at 1555 Alaskan Way, Seattle, Washington is no longer considered to be a military installation, if the Shelter discontinues is use of the facility, or upon notification by the Corps.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written.

Saint Martin de Porres Shelter

Art P. Lobotchuis
Program Director

Date: 9/27/00

United States Army
Corps of Engineers

David Mark M. Holt
Lt. Colonel
Deputy District Engineer

Date: 27 Sep 00