SEATTLE CITY COUNCIL

Legislative Summary

CB 119092

Record No.: CB 119092 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 **Ord. no:** Ord 125427 **In Control:** City Clerk

File Created: 08/29/2017

Final Action: 10/05/2017

Title: AN ORDINANCE authorizing the Director of Finance and Administrative Services or the Director's designee to execute a license agreement with the Department of the Army for the City's continued use of an approximately 13,000 square-foot warehouse facility at 1555 Alaskan Way South for the operation of the St. Martin de Porres shelter for homeless men over the age of 50, and ratifying and confirming certain prior acts.

Notes:

Sponsors: Harrell

Attachments: Att A - Department of the Army License

Drafter: julie.tobin@seattle.gov

Date

Filed with City Clerk:

Mayor's Signature:

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Filing Requirements/Dept Action:

History of Legislative File **Legal Notice Published:** ☐ Yes ☐ No

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	09/12/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	09/13/2017	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	09/22/2017	sent for review	Full Council			
	Action Text: The Council Bill (CB) was sent for review. to the Full Council						
	Notes:						
1	Full Council	09/25/2017	referred	Full Council			
	Action Text: The Council Bill (CB) was referred. to the Full Council						

Notes:

1	Full Council	10/02/2017	passed		Pass

Action Text: The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Bill:

Notes: Motion was made and duly seconded to pass Council Bill 119092.

In Favor: 7 Councilmember Bagshaw, Councilmember González , Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant

Opposed: 0

1	City Clerk	10/04/2017	submitted for Mayor's signature	Mayor

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor

Notes:

1	Mayor	10/05/2017	Signed	
1	Mayor	10/05/2017	returned	City Clerk
1	City Clerk	10/05/2017	attested by City Clerk	

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE 125427

COUNCIL BILL 119092

AN ORDINANCE authorizing the Director of Finance and Administrative Services or the Director's designee to execute a license agreement with the Department of the Army for the City's continued use of an approximately 13,000 square-foot warehouse facility at 1555 Alaskan Way South for the operation of the St. Martin de Porres shelter for homeless men over the age of 50, and ratifying and confirming certain prior acts.

WHEREAS, for over 30 years, pursuant to a license granted by the Department of the Army, The City of Seattle (City) has utilized an approximately 13,000 square-foot warehouse facility (located at 1555 Alaskan Way South) as a shelter for homeless men over the age of 50; and

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

WHEREAS, given that the City's most recent license agreement with the Department of the Army for the St. Martin de Porres shelter has expired, the Department of the Army has presented the City with an amended and restated license agreement, the total term of which runs for one year; and

WHEREAS, the amended and restated license agreement is the functional equivalent of a lease; and

WHEREAS, given that under Seattle Municipal Code subsection 3.127.020.C.1, the authority of the Director of the Department of Finance and Administrative Services to execute leases is limited to those where the square footage of the premises does not exceed 5,000 square feet, the Director now seeks the authority to execute for and on behalf of the City the

amended and restated license agreement (where the square footage of the premises exceeds 5,000 square feet) with the Department of the Army; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Department of Finance and Administrative Services and recommended by the Mayor, the Director of the Department of Finance and Administrative Services or the Director's designee is authorized to execute, for and on behalf of The City of Seattle, the Department of the Army License, St. Martin de Porres Shelter for the Homeless Coast Guard Building 7 Warehouse, Seattle, Washington, substantially in the form of Attachment A to this ordinance.

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

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

Passed by the City Council the 2nd day of October, 2017, and signed by me in open session in authentication of its passage this 2nd day of October, 2017.

/ Rob Johnson

President Pro Tem of the City Council

Approved by me this 5th day of October, 2017.

Tim Burgess, Mayor

Filed by me this 5th day of OCTOBER, 2017.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment:
Attachment A – Department of the Army License: St. Martin de Porres Shelter for the Homeless, Coast Guard Building 7 Warehouse, Seattle, Washington

Attachment A

NO. DACA67-3-17-130

DEPARTMENT OF THE ARMY LICENSE
ST. MARTIN DE PORRES SHELTER FOR THE HOMELESS
COAST GUARD BUILDING 7 WAREHOUSE
SEATTLE, WASHINGTON

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary or Grantor, under authority of general administrative power and Title 10 United States Code 2556 hereby grants the **CITY OF SEATTLE,** hereinafter referred to as the Grantee, a license for use of approximately 13,000 square feet of space located on the east end of the first floor of the Coast Guard Building 7 Warehouse, 1555 Alaskan Way South, Seattle Washington, for use as a Shelter for the Homeless identified in Exhibit(s) "A" & "B", attached hereto and made a part hereof, hereinafter referred to as the Premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of one (1) year , beginning August 1, 2017, and ending July 31, 2018, but revocable at will by the Secretary by giving the City at least thirty (30) days notice in writing.

2. CONSIDERATION

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

3. NOTICES

If to the Grantee:	**If to the Grantor:**
Mailing Address: City of Seattle Finance and Administrative Services P.O. Box 94689 Suite 5200 Seattle, Washington 98124-4689	Mailing Address: U.S. Army Corps of Engineers Seattle District, Real Estate Division ATTN: CENWS-RE-RO P.O. Box 3755 Seattle, WA 98124-3755

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE (DISTRICT ENGINEER)

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

6. APPLICABLE LAWS AND REGULATIONS

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

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

a. without cost or expense to the United States; except as provided for in **Exhibit "D"**, Memorandum of Agreement between the U.S. Army Corps of Engineers and St. Martin de Porres Shelter for the Homeless, attached hereto and made a part hereof.

b. subject to the right of the United States to improve, use or maintain the premises.

c. subject to other outgrants of the United States on the premises.

d. personal to the Grantee, and this license, or any interest therein, may not be transferred or assigned except the operation of the premises for a homeless shelter by Catholic Community Services (CCS) is approved. CCS is at times referred to herein as the Shelter Provider.

8. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

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

utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The Grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this license, 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 Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. 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 Grantee, or for damages to the property or injuries to the person of the Grantee'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 Grantee 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.

12. RESTORATION

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

13. NON-DISCRIMINATION

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national, origin or religion.

b. The Grantee, by acceptance of this License, is recieving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

14. TERMINATION

This license may be terminated by the Grantee at any time by giving the District Engineer at least thirty (30) days notice in writing.

15. ENVIRONMENTAL PROTECTION

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

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

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

16. HISTORIC PRESERVATION

The Grantee 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 Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

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

18. SPECIAL USE CONDITIONS

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

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

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

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

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

f. The Grantee shall provide police and fire protection to the Premises.

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

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

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

19. LICENSE SUBJECT TO PERMIT

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

20. PRIOR LICENSE

This License supersedes and replaces License No. DACA67-3-01-109 and all associated supplemental agreements. It is acknowledged that the Grantee has been in holdover status since November 1, 2010 and the parties agree that any issues or claims that arose during the holdover period will be resolved under the terms and conditions of this License.

21. EXECUTIVE ORDER 13658

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

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

22. COMPLIANCE WITH EXECUTIVE ORDER 13706

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

THIS LICENSE 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 _____, 20___.

_____
PATRICIA M. FATHERREE
Chief, Realty Operations Branch
Real Estate Contracting Officer
Seattle District, Corps of Engineers

THIS LICENSE is also executed by the Grantee this _____ day of _____, 20___.

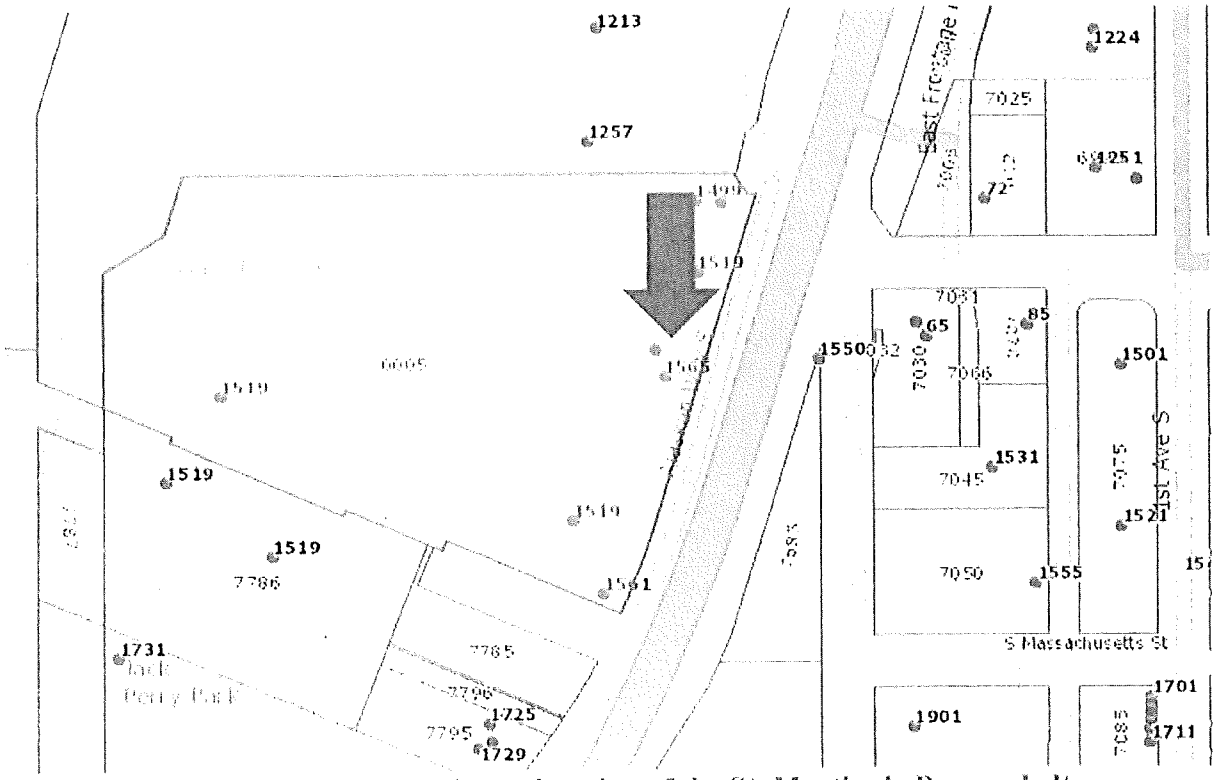
CITY OF SEATTLE

_____
Signature

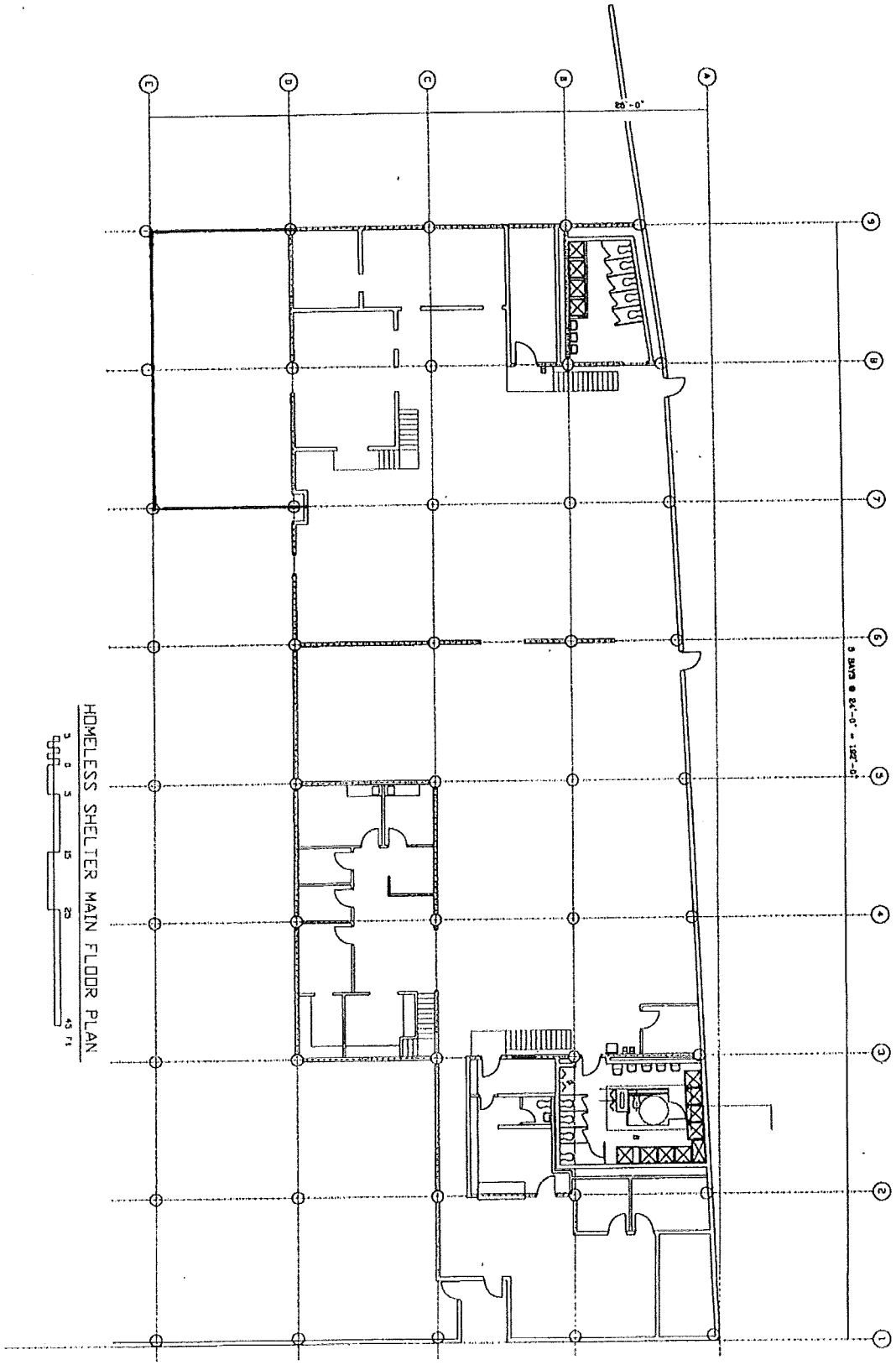
_____
Title

_____
Telephone No.

Depiction of the approximate location of the St. Martin de Porres Shelter



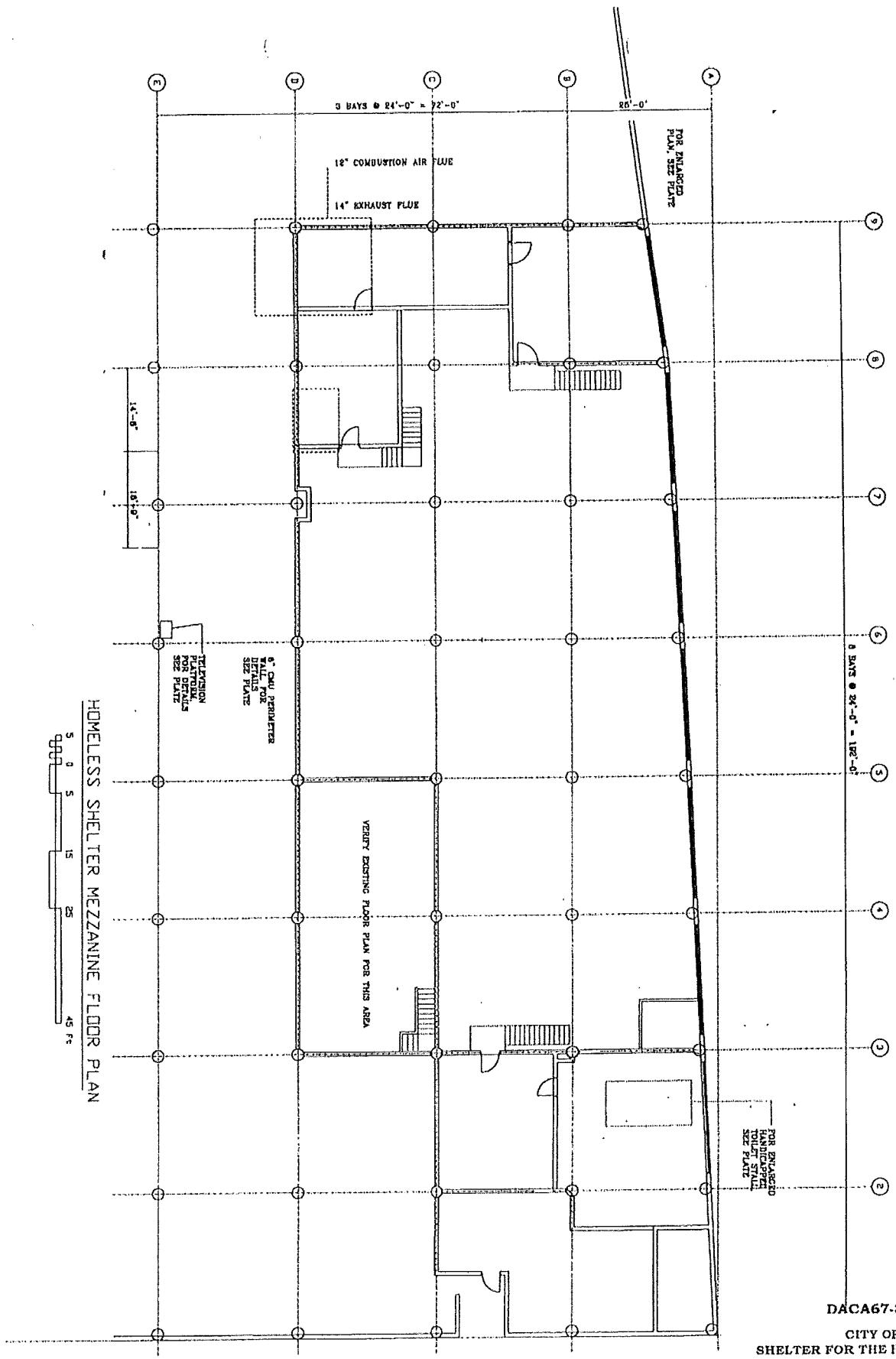
Arrow depicts the approximate location of the St. Martin de Porres shelter



DACA67-3-11-356

CITY OF SEATTLE
SHELTER FOR THE HOMELESS
SEATTLE

Exhibit "A"



DACA67-3-11-356

CITY OF SEATTLE
SHELTER FOR THE HOMELESS
SEATTLE

Exhibit "B"

District Engineer Prescribed
Shelter Rules and Regulations

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

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

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:

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

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-4122 (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

a. The Permitter hereby grants to the Permittee the non-exclusive permission to use the premises or facilities specified in item 3, together with the necessary rights of ingress and egress.

b. This Permit shall be effective during the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Permitter or its duly authorized representative.

c. The use to be made of the subject premises shall be limited to that specified in item 4.

d. This Permit shall be neither assignable nor transferable by the Permittee.

e. If utilities and services are furnished the Permittee for its use of the premises, the cost thereof will be reimbursed to the Permitter pursuant to applicable statutes and regulations governing such reimbursement.

f. The Permittee shall protect, maintain, and keep in good order the premises or facilities Permitted hereby. This obligation includes responsibility for all costs incurred for any maintenance and repair *(including long-term maintenance)* which the Permittee shall consider necessary or desirable in connection with its occupancy hereunder.

g. Any item of long-term maintenance, or any additions to, or alterations of, the premises or facilities which the Permittee shall consider necessary or desirable in connection with its use and occupancy shall be made only with the prior approval and consent of the Permitter and at the sole cost and expense of the Permittee. Upon revocation, expiration or surrender of this Permit, and to the extent directed by the Permitter the Permittee shall remove all alterations, additions, betterments and improvements made, or installed and restore the premises or facilities to the same or as good condition as existed on the date of entry under this Permit reasonable wear and tear excepted.

h. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Permitter designated in item 5.

1. COAST GUARD ACTIVITY *(Property location)*	2. DATES COVERED *(Inclusive)*
1555 Alaskan Way South, Seattle, WA	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	NAME AND TITLE OF OFFICIAL *(Type)*	DATE
U.S. Coast Guard	S. Shirkey, Chief Real Property Branch Civil Engineering Division	01 August 2000 SIGNATURE OF OFFICIAL: Shirkey
6. PERMITTEE *(Give full Agency designation)*	**NAME AND TITLE OF OFFICIAL** *(Type)*	**DATE**
Department of the Army U.S. Army Corps of Engineers	Joseph C. Duncan Chief, Real Estate Division	10 August, 2000 SIGNATURE OF OFFICIAL: Signed

PREVIOUS EDITION IS OBSOLETE

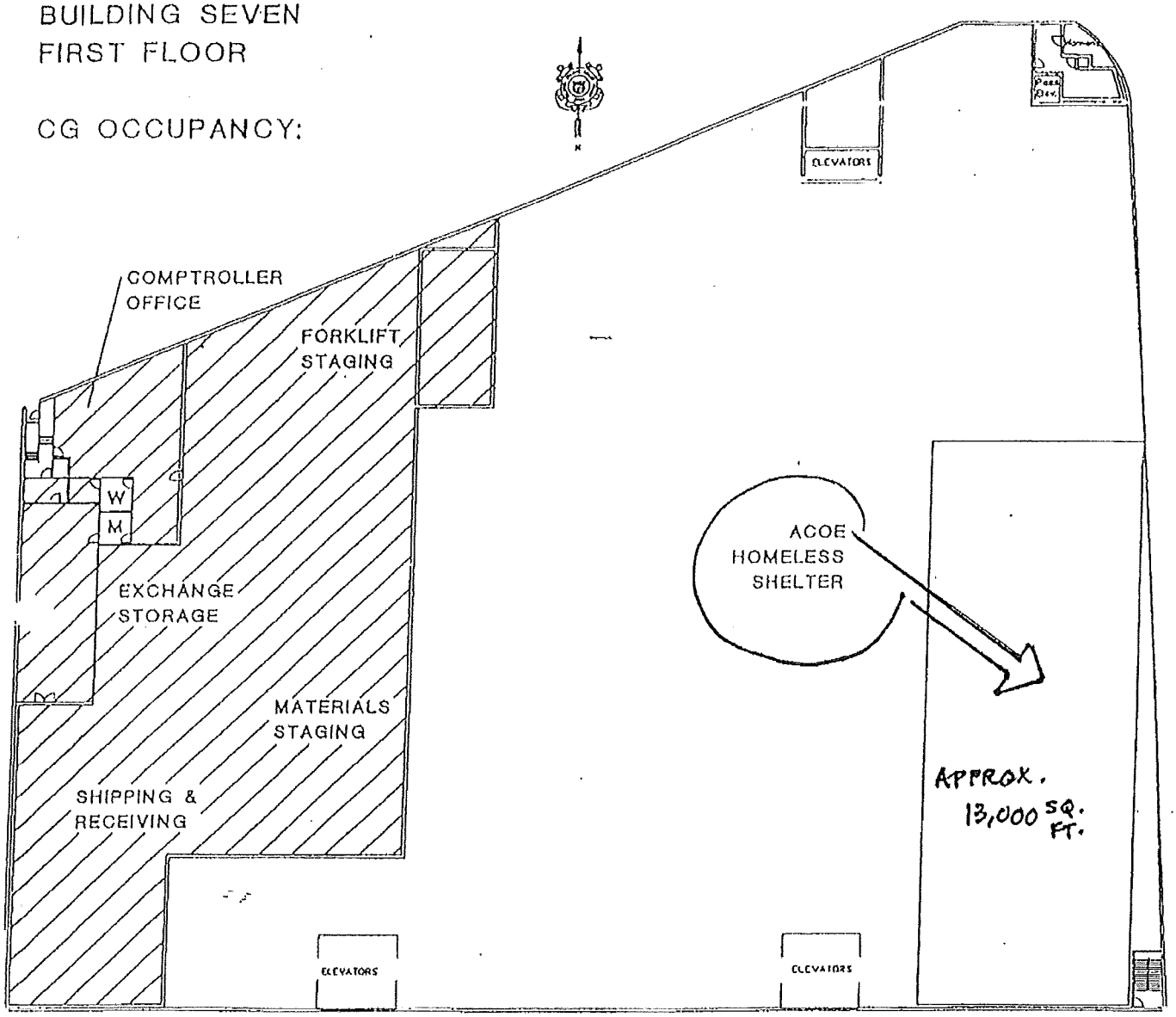
DACA67-3-11-356

CITY OF SEATTLE
SHELTER FOR THE HOMELESS
SEATTLE

Exhibit "F"

FEDERAL WAREHOUSE
BUILDING SEVEN
FIRST FLOOR

CG OCCUPANCY:



STATE OF WASHINGTON -- KING COUNTY

--ss.

355039 No.

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

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was published on

10/23/17

The amount of the fee charged for the foregoing publication is the sum of $192.60 which amount has been paid in full.

Subscribed and sworn to before me on

10/23/2017

Notary public for the State of Washington,
residing in Seattle

JENNIFER A BARNES NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-24-19

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on October 02, 2017, and published below by title only, will be mailed upon request, or can be accessed at http://seattle.legistar.com. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar.

Ordinance 125425

Council Bill 119093

AN ORDINANCE relating to land use and zoning; adopting a moratorium on the filing, acceptance, or processing of applications for the establishment, expansion, or change of use for certain uses on parcels with a Commercial 1, Commercial 2, or Neighborhood Commercial 3 zoning designation within the Aurora-Licton Urban Village; declaring an emergency and establishing an immediate effective date; all by a 3/4 vote of the City Council.

Ordinance 125426

Council Bill 119094

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125427

Council Bill 119092

AN ORDINANCE authorizing the Director of Finance and Administrative Services or the Director's designee to execute a license agreement with the Department of the Army for the City's continued use of an approximately 13,000 square-foot warehouse facility at 1555 Alaskan Way South for the operation of the St. Martin de Porres shelter for homeless men over the age of 50, and ratifying and confirming certain prior acts.

Ordinance 125428

Council Bill 119027

AN ORDINANCE amending the Seattle Comprehensive Plan to incorporate changes proposed as part of the 2016-2017 Comprehensive Plan annual amendment process.

Ordinance 125429

Council Bill 119057

AN ORDINANCE relating to land use and zoning; modifying the Design Review program; repealing and replacing Section 23.41.004 of the Seattle Municipal Code (SMC); amending Sections 3.51.030, 23.41.002, 23.41.008, 23.41.010, 23.41.012, 23.41.014, 23.41.016, 23.41.020, 23.57.013, 23.66.020, 23.66.030, 23.66.035, 23.73.009, 23.73.010, 23.73.012, 23.73.014, 23.73.015, 23.73.024, 23.76.004, 23.76.006, 23.76.008, 23.76.011, 23.76.012, 23.76.026, 23.76.040, 25.11.070, 25.11.080, 25.12.320, 25.12.680, 25.12.690 and 25.12.730 of the SMC; adding new Sections 23.41.015 and 23.41.022 to the SMC; repealing Section 23.41.018 of the SMC; making technical corrections; and adding new Sections 23.66.050 and 25.12.735 to modify the duties of Special Review District Boards and Landmark Preservation Boards by authorizing these Board to make recommendations to SDCI on design review development standard departures.

Ordinance 125430

Council Bill 119090

AN ORDINANCE relating to cable television; authorizing the Mayor or the Mayor's designee to approve the transfer of control, subject to conditions, of WaveDivision I, LLC; authorizing the Mayor or the Mayor's designee to execute a Cable Franchise Transfer of Controlling Interest Consent Agreement for the purpose of implementing and administering the transfer; and ratifying and confirming certain prior acts.

Ordinance 125431

Council Bill 119079

AN ORDINANCE relating to the City of Seattle's Maple Leaf radio-transmitter facility; authorizing the Director of Finance and Administrative Services to execute a license agreement with King County for its use of the radio-transmitter site at Maple Leaf reservoir for the new regional Puget Sound emergency radio network; and declaring a portion of property licensed for King County's use in the same location to be surplus to the City's utility needs.

Ordinance 125432

Council Bill 119055

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at pages 99, 98, and 100 of the Official Land Use Map to rezone land in the Uptown area; amending Sections 23.30.010, 23.45.517, 23.48.002, 23.48.005, 23.48.020, 23.48.021, 23.48.040, 23.48.055, 23.48.085, 23.48.620, 23.58A.042, 23.58C.050, 23.84A.025, 23.84A.042, and 25.05.800 of the Seattle Municipal Code; and adding a new Subchapter VI to Chapter 23.48 of the Seattle Municipal Code, consisting of Sections 23.48.702, 23.48.705, 23.48.720, 23.48.721, 23.48.722, 23.48.723, 23.48.724, 23.48.730, 23.48.732, 23.48.735, 23.48.740, 23.48.745, 23.48.750, 23.48.755, 23.48.780, and 23.48.785, to rezone areas in the Uptown Urban Center.

Date of publication in the Seattle Daily Journal of Commerce, October 23, 2017.

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