

**DEPARTMENT OF THE ARMY**  
**LEASE TO NONPROFIT ORGANIZATION**  
**FOR COOPERATIVE MANAGEMENT OF**  
**VISITOR CENTER**  
**LAKE WASHINGTON SHIP CANAL &**  
**HIRAM M. CHITTENDEN LOCKS PROJECT**  
**SEATTLE, WASHINGTON**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **NORTHWEST INTERPRETIVE ASSOCIATION (NIA)**, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Washington, with its principal office in the City of Seattle, Washington, hereinafter referred to as the Lessee,

**WITNESSETH:**

That the Secretary, by authority of Title 16, United States Code, section 460d, and pursuant to a Cooperative Agreement dated **26 October 2001**, hereinafter referred to as the Agreement, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibit A** attached hereto and made a part hereof, hereinafter referred to as the premises, for the development and management, in cooperation with the Secretary.

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

**1. TERM**

Said premises are hereby leased for a term of ten (10) years, beginning 1 October 2001, and ending 30 September 2011.

**2. CONSIDERATION**

The consideration for this lease is the operation and maintenance of the premises by the Lessee, in cooperation with the Secretary, for the benefit of the United States and the general public in accordance with the terms of this lease and those of the Agreement. It is understood and agreed that his lease will be controlling if there are any conflicts between the two documents.

DEC 28 2001

ENCL TO LTR DTD: \_\_\_\_\_  
(Date)

### 3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to *Ms. Mary Quackenbush, Northwest Interpretive Association 909 First Avenue Suite 630 Seattle, Washington 98104-3627* and if to the United States, to the *District Engineer, Seattle District Corps of Engineers Attention: Chief, Real Estate Division P.O. Box 3755 Seattle, Washington 98124-3755*, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United State Postal Service.

### 4. AUTHORIZED REPRESENTATIVES

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

### 5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision of the District Engineer, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer, including any special provisions that may be established due to the cooperative joint management of the premises by the Lessee and the United States as contemplated by the Agreement.

### 6. APPLICABLE LAWS AND REGULATIONS

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

### 7. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto except as may be required to carry out its responsibilities pursuant to the terms of the Agreement.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the District Engineer and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as Exhibit \_\_\_\_\_ and made a part hereof. Upon the expiration, revocation or termination of this lease, another inventory and condition report shall be similarly prepared. This

report shall constitute the basis for settlement for property damaged or destroyed. Any such settlement will take into account the cooperative relationship of the parties, and will reflect an equitable apportionment of damages.

## **8. TRANSFERS AND ASSIGNMENTS**

a. Without prior written approval of the said officer the lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the said officer.

b. The Lessee shall not sponsor or participate in timeshare ownership of any structure, facilities, accommodates, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

## **9. FEES, RATES AND PRICES**

The Lessee may charge a general admission fee and/or fees for visitor/interpretative services or special events. The said officer shall have the right to review such rates and prices and require an increase or reduction when it is determined that the objective of this paragraph has been violated. However, no user fees may be charged by the Lessee for use of facilities developed in whole or in part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law. Monies received by the Lessee from operations conducted on the premises shall be utilized by the Lessee to fulfill its obligation under the Agreement. The Lessee shall furnish an annual report of itemized receipts and expenditures to said officer.

## **10. DEVELOPMENT AND MANAGEMENT PLANS**

The Lessee shall construct, operate and maintain the premises in accordance with the Agreement. All structures shall be constructed and landscaping accomplished in accordance with plans approved by said officer. The Lessee also agrees to prohibit any exclusive or private use of all or any part of the premises by any individual or group of individuals. Title to improvements constructed or placed on the premises by the Lessee shall remain vested in the Lessee, subject to the Condition on **RESTORATION**, and shall be maintained by the Lessee to the satisfaction of said officer.

## **11. PROTECTION OF PROPERTY**

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

## **12. RIGHT TO ENTER AND FLOOD**

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

## **13. INSURANCE**

a. At the commencement of this lease, the Lessee shall obtain, from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of \$100,000.00 whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms of this lease. The Lessee shall require its insurance company to furnish to said officer a copy of the policy or policies, or if acceptable to the said officer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage.

c. As to those structures and improvements on the premises constructed by or owned by the United States, for such periods as the Lessee is in sole and exclusive possession of the premises pursuant to the terms and conditions of this lease, the Lessee shall procure and maintain at the Lessee's cost a standard fire and extended coverage insurance policy or policies on the leased premises to the full insurable value thereof. The Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the United States, provided however that the insurer, after payment of any proceeds to the lessee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the lessee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore or replace the leased premises or any part thereof.

#### **14. 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.

#### **15. RESTORATION**

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

which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

#### **16. NON-DISCRIMINATION**

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessees operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The lessee, by acceptance of this lease, is receiving 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; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973, as amended; and all requirements imposed by or pursuant to the Directive of the Department of Defense issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

#### **17. SUBJECT TO EASEMENTS**

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

#### **18. SUBJECT TO MINERAL INTERESTS**

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

#### **19. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT**

a. The lessee and /or any sublessees or licenses are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the said officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance or

fails to obtain correction of deficiencies by sublessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving Ninety (90) days prior written notice to the said officer in the manner prescribed in the Condition on **NOTICES**.

## **20. HEALTH AND SAFETY**

a. The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expenses of the Lessee.

b. In addition to the right of revocation for non-compliance previously stated, the said officer, upon discovery of any hazardous condition on the premises that present an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected said officer will have the option to (1) correct the hazardous condition and collect the cost of repairs from the Lessee, or (2) revoke the lease. The Lessee shall have no claim for damages against the United States, or any officer, agent or employee thereof on account of action pursuant to this condition.

## **21. PUBLIC USE**

The Lessee shall not forbid the full use by the public of the water areas of the project, subject however, to the authority and responsibility of the Lessee to carry out its responsibilities under this lease to manage the premises and provide safety and security to the facility users.

## **22. PROHIBITED USES**

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 on the premises any activity which would constitute a nuisance. As an exception, some game of chance, such as raffles, games and sporting events, may be conducted by the Lessee if permissible by state and local law. Any request to conduct a game of chance must be submitted in writing to said officer.

## 23. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized under and pursuant to the condition on **DEVELOPMENT AND MANAGEMENT**. The Lessee may salvage fallen or dead timber on the premises for use as firewood. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

## 24. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

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

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

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

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

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

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



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

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

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

d. For Lessee claims of \$50,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For lessee-certified claims over \$50,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

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

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

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

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

## **25. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to

abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

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

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

## **26. PRELIMINARY ASSESSMENT SCREENING**

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **Exhibit B**. Upon expiration, revocation or relinquishment of this lease another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements of the Lessee. Appropriate consideration will be given to the cooperative relationship between the parties.

## **27. HISTORIC PRESERVATION**

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

## **28. SOIL AND WATER CONSERVATION**

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

## **29. TRANSIENT USE**

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full or part-time residence is prohibited, except for employees residing on the premises for security purposes if authorized by said officer.

## **30. COVENANT AGAINST CONTINGENT FEES**

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

## **31. OFFICIALS NOT TO BENEFIT**

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

## **32. MODIFICATIONS**

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

## **33. DISCLAIMER**

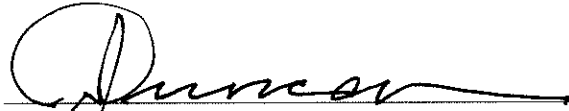
This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of

the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

#### **34. COOPERATIVE AGREEMENT**

This lease is subject to the terms and conditions of the Cooperative Agreement between the U.S. Army Corps of Engineers and Northwest Interpretive Association dated 26 October 2001, which is attached hereto and made a part hereof as **Exhibit "C"**.

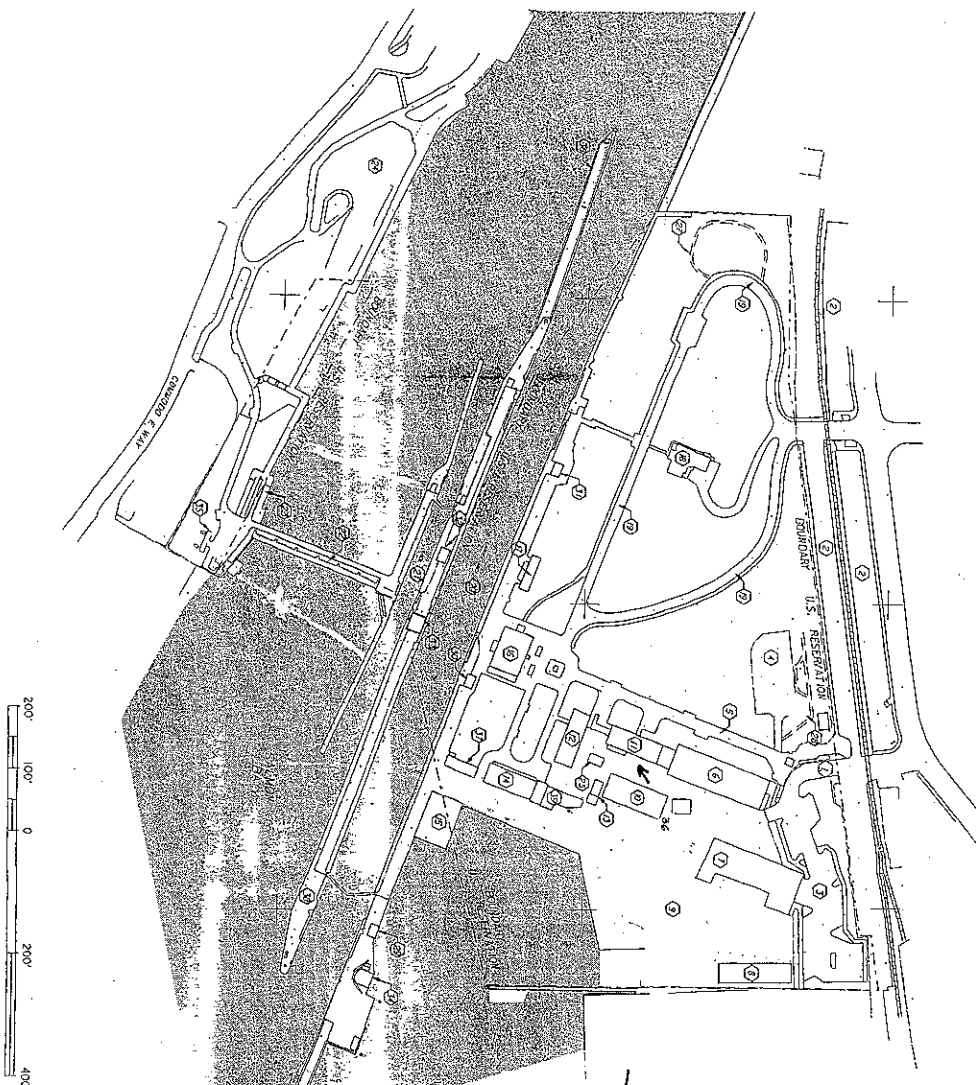
**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this 7th day of January, 2002.

  
**JOSEPH C. DUNCAN**  
*Chief, Real Estate Division*  
*Seattle District, Corps of Engineers*

**THIS LEASE** is also executed by the Lessee this 19th day of December, 2001.

NORTHWEST INTERPRETIVE ASSOCIATION

  
*Executive Director*



- 1 MAIN ENTRANCEWAY  
2 PUBLIC PARKING-CITY OF SEATTLE  
3 EMPLOYEE PARKING  
4 NURSERY  
5 PROMENADE  
6 WAREHOUSE #2  
7 DISTRICT GARAGE  
8 EQUIPMENT STORAGE BUILDING  
9 OPERATIONS AND MAINTENANCE YARD  
10 VISITOR CENTER  
11 MACHINE SHOP  
12 GREENHOUSE  
13 WAREHOUSE #1  
14 BOATHOUSE  
15 ADMINISTRATION BUILDING  
16 RESTROOM  
17 CAVANAUGH HOUSE  
18 LOOP ROAD  
19 LARGE LOCK  
20 SMALL LOCK  
21 SPILLWAY  
22 FISHLADDER  
23 COMMANDONE PARK  
24 OIL HOUSE  
25 BURLINGTON NORTHERN RAILROAD BRIDGE  
26 COVE TRAIL  
27 NURSERY TRAIL  
28
- 29 OPERATING HOUSE #1  
30 OPERATING HOUSE #2  
31 OPERATING HOUSE #3  
32 OPERATING HOUSE #4  
33 CONTROL TOWER  
34 CRANE HOUSE  
35 FISHLADDER RESTROOMS  
36 TRANSFORMER HOUSE  
37 LOCKWALL LUNGE/LOCKERROOM  
38 WAREHOUSE #1  
39 PAINT SHOP/STORAGE AREA

HISTORIC PROPERTY MANAGEMENT PLAN  
LAKE WASHINGTON SHIP CANAL  
HIRAM M. CHITTENDEN LOCKS  
SITE MAP 1950-PRESENT  
U.S. ARMY CORPS OF ENGINEERS  
SEATTLE DISTRICT  
EXHIBIT A

DESIGN FILE: <https://designfile.com/designfile.com/ai/35003.001>  
DATE AND TIME PENDING: 24.08.1994 10:12

**SEATTLE DISTRICT  
CORPS OF ENGINEERS  
REAL ESTATE DIVISION  
PROPERTY INSPECTION CHECK LIST  
FOR  
PRELIMINARY ASSESSMENT SCREENING**

**Project Name:** Renewal of Lease to Northwest Interpretive Association.

**Proposed Realty Action:** Renewal of lease and issuance of new cooperative agreement to Northwest Interpretive Association for joint use of visitor center, Lake Washington Ship Canal.

**Applicant Name:** Northwest Interpretive Association.

**Legal Description:** Refer to the attached Site Map Exhibit A.

**Government Tract No.:** N/A

**Estimated Acreage:** N/A

**Property Use (Check all that apply):**

Residential	Industrial	X	Mixed: Commercial and Educational
Agricultural	Commercial		Other:

**Adjacent Property Use:**

North – Warehouse  
South – Buildings and Ship Canal  
East – Buildings  
West – Public gardens and pathway

**Site Ownership History:**

Current Owner: US Army Corps of Engineers

Previous Owner(s): This information is currently unavailable.

Primary Use(s): The visitor's center is used as a gift shop and for exhibition of educational displays.

Features/Comments: N/A

Source of Ownership Data: U.S. Army Corps of Engineers, Real Estate, Seattle District.

Number and Type of Buildings or Other Structures on Property: N/A

Are there any circumstances associated with the site's or adjacent site's history that may indicate a potential for hazardous substance contamination? Consider such factors as: (1) was the site used for industrial, manufacturing, refining or processing purposes; (2) regulatory history as revealed by citation from local, state or federal agencies; (3) any reported accidents or chemical spills; (4) proximity of closest National Priorities List (Superfund) clean up site; and (5) proximity of closest Washington State Model Toxics Control Act Site.

Yes      X No

If yes, describe:

**I. Environmental Conditions Observed:**

	No	Yes	
a	X		Suspicious/Unusual Odors:
b	X		Discolored Soil or Waste:
c	X		Discolored Water:
d	X		Distressed/Dead/Unusual/Lack of - Vegetation:
e	X		Abnormal Mounding
f	X		Area(s) of Ground Depression
g	X		Other:



## II. Other Observed Features:

	No	Yes	
a	X		Suspected Asbestos:
b	X		Above Ground or Underground Storage Tanks
c	X		Landfills:
d	X		Surface Impoundment's:
e	X		Underground Injection Wells:
f	X		Drums/Containers/Hazardous Waste
g	X		Lagoons (Waste Water or Hazardous Waste):
h	X		Incinerator:
i	X		Waste Piles/Disposal Sites/Pools of Liquid
j	X		Oil-filled Electrical Equipment/Transformers
k	X		Standpipes, Vent Pipes, etc., coming out of the Ground
l	X		Ordinance:
m	X		Industrial/Commercial Facilities:
n	X		Waste Water Treatment Facilities
o	X		Discharges to Surface Waters or Drainage Ditches:
			Type:
	X		Unknown:
p	X		Potential Environmental/Agricultural Problems on Adjacent Land:
q	X		Industrial area
r	X		Power or Pipe Lines:
s	X		Mining/Logging Activity
t	X		Sick/Dead Wildlife or Domestic Animals:
u	X		Other:

**NOTE:** Further explanations shall be noted on Exhibit "A" for any items under I or II that are checked "Yes".

## III. Previous Contamination Found:

Petroleum Products  
 Degreasers/Solvents  
 Pesticides  
 Herbicides  
 Radioactivity  
 Heavy Metals  
 Organic Chemicals  
 Ammunition  
 Underground Storage Tanks  
 Other:

X None

Explanation and Date of Remedial Action Taken:  
Has an EA or EIS Been Performed/Prepared?

YES

X NO

Reconnaissance Sources

Site Visit: Sarah J. Bates—May 25, 2001

Internal District Records

- a. Permits
- b. Contracts
- c. Leases
- d. Easements
- e. Deeds
- f. Licenses
- g. Other:

Maps: Project maps and historical.

Other Information None

**Recommendations:** Based on a review of district records and a site visit, there is no evidence to indicate that hazardous substance activity has taken place on or adjacent to the property. The proposed action will not cause any environmental damage or significant disturbance to the site. Therefore, the finding of this PAS is that the proposed realty action may proceed without further consideration for hazardous substances.

Prepared By:

Sarah J. Bates

Sarah J. Bates

Biologist

Environmental Engineering and Technology Section

EXHIBIT "A"

FURTHER EXPLANATIONS FOR ITEMS I AND II

None

**Cooperative Agreement  
Between  
United States Army  
Corps of Engineers  
and the  
Northwest Interpretive Association**

This Cooperative Agreement between the United States Army Corps of Engineers, Seattle District (hereinafter referred to as the "Corps"), and the Northwest Interpretive Association, 909 1<sup>st</sup> Avenue, Suite 630, Seattle, Washington (hereinafter referred to as the "Association"), acting through the Chairman of the Board of Directors or the Board's designee.

Witnesseth:

Whereas, the Corps operates the Lake Washington Ship Canal Regional Visitor Center at the Lake Washington Ship Canal & Hiram M. Chittenden Locks Project, Washington, for public recreation and understanding of the Corps missions at the Lake Washington Ship Canal project, region, and nation; and,

Whereas, the Corps achieves its goals of interpretation by using programs, exhibits, and displays which rely heavily upon the use of photographs, models, and artifacts to illustrate the natural history and historical development of features, facilities, and activities involved in the support and implementation of the region on and around Hiram M. Chittenden Locks and Lake Washington Ship Canal; and,

Whereas, the Corps and the Association mutually recognize there are significant national public benefits to a Visitor Center which uses the above interpretive techniques and supports the above interpretive goals for education, perpetuation of national pride, preservation of national heritage, and enjoyment of the people of the United States; and,

Whereas, the Association has as its purpose the enhancement of the environment through research, education, and scientific activities and intends to assist the Corps in the conduct of its natural resource management program and activities; and,

NOW, THEREFORE, in consideration of the mutual benefits which will accrue to the Corps and the Association, and in accordance with authorizations as provided for in Section 5, Act February 3, 1977 92 Stat. 5, as amended (31 U.S.C. 6305); The Authority to Accept Donations, Public Law 50-194; The Flood Control Act of 1944, as amended, Public Law 78-534; The Federal Water Recreation Act, Public Law 89-72; The National Historic Preservation Act, as amended, Public Law 89-665; The National Environmental Policy Act, Public Law 91-190; The Federal Grant and Cooperative Agreement Act, Public Law 95-224; and the Archeological Resource Protection Act, as amended, Public Law 96-95, the parties agree as follows:

1. AUTHORIZATION.

A. The Corps authorizes the Association to provide, and the Association agrees to provide, the hereinafter described interpretive and educational services to the visiting public for a period of five years commencing on the day following the ratification of this agreement by the Corps.

B. This Cooperative Agreement (hereinafter referred to as the Agreement) will automatically renew for another five year period on October 1 of the last year, unless notice of cancellation is given by either party before the date of renewal.

C. Both parties reserve the right to terminate this Agreement, or any part thereof at any time, without the necessity of legal process. The terminating party will initiate a meeting a minimum of 30 days prior to the effective date of the termination, setting out the reasons for said termination.

## 2. ASSOCIATION RESPONSIBILITIES.

A. Maintain a non-profit status in accordance with Federal and State Laws. The Association's Articles of Incorporation and By-Laws shall comply with the requirements of the State in which the Association is incorporated. The Association will make available for inspection, at the request of the Corps, documents demonstrating non-profit and tax-exempt status.

B. This agreement will automatically terminate if non-profit, tax-exempt status is not maintained by the Association.

C. The Association shall obtain prior to commencement of its operations and acceptable to the Corps, liability or, indemnity insurance, providing aggregate amount of **\$100,000** in any number of claims from one incident, with respect to the activities of the Association and its employees. The Association shall indemnify, save, hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from any omission, or activity of the Association in connection with activities under this Agreement.

D. The Association will exercise reasonable care to prevent damage to any Government property used, or occupied during its operation and shall, insofar as possible, protect all such property. Any property of the United States damaged or destroyed by the Association, in carrying out the terms of this Agreement, shall be promptly repaired or replaced at no expense to the Corps and to the satisfaction of the District Commander.

## 3. SERVICES.

A. The Association may operate a sales(s) area on a continuous or intermittent basis.

B. The Association is authorized to sell and or distribute interpretive and educational items, such as publications, maps, audiovisual aids, crafts, and other objects directly related to the interpretive and educational themes of the project, visitor center, region, and Corps.

C. The Association shall order, receive, inventory, stock, and otherwise manage all items offered for sale and or distribution.

D. The Association will sell only items that are appropriate and of high quality. The Association will sell items at their fair market value.

E. The Association will not sell any item that has not been approved by the Corps authorized representative. The association may, at any time make a written request for such approvals. The Corps will notify the Association of its approval, in writing, within 30 days of receipt of such request.

F. The Association will not sell any original. artifacts, sacred items, or antiquities to which the Archeological Resource Protection Act, as amended would apply, whether or not such items were discovered on lands owned or controlled by the United States.

G. The Association will display the sales items in good taste and in keeping with the general design and decor of the facility which houses the sales area.

H. Association sales areas are restricted to a location(s) approved by the Corps, which will be kept clean and presentable at all times.

I. The association will operate the sales area during the Visitor Center's busiest hours of operation. The specific hour of operation shall be approved in advance by the Corps authorized representative.

4. FISCAL MANAGEMENT.

A. The Association will conduct its fiscal operations in accordance with accepted business practices. This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records.

B. The Corps may review the fiscal records of the Association at any time during the term of this Agreement.

5. CORPS RESPONSIBILITY.

A. The Corps agrees to review and give necessary approval's, or disapproval's in a timely manner to the Association for any and all proposals, programs, special events, suggestions and other activities in which the Association might wish to engage.

B. Should the Association, as part of its cooperative activities, require the use of Corps facilities at the Lake Washington Ship Canal project, the Corps, agrees, that in recognition of the services the Association is contributing to the Corps, to provide at no cost to the Association such facilities, utilities, janitorial services, and routine and general maintenance when incidental to the normal operation of the facility by the Corps.

C. Should the Association, require facilities, utilities and services over and above what the Government would normally require for operation of the facility, the Corps will be reimbursed at an agreed upon, but nominal cost, if any, in recognition of the services that the Association is contributing to the Corps.

6. JOINT RESPONSIBILITIES.

A. Donation of Interpretive Services or Materials.

1. The Association may, at the discretion of its Governing Board, donate or loan materials and or services to the Corps. The Corps reserves the right to accept or decline without obligation, any item or service offered as a donation, or loan by the Association or other parties.

2. The Corps will take reasonable precautions to protect items loaned by the Association, but assumes no other responsibility for these items. The Corps will return loaned property or items as requested by the Association.

3. The Association agrees to comply with all regulations and provisions concerning donation to the Corps. Should the Corps accept a donation from the Association, it will be unencumbered.

B. Personnel.

1. The Association and the Corps shall each designate, in writing, an Association member or employee and a Corps employee who will act as liaison for the purpose of implementing this agreement.
2. The Association will provide such personnel as are reasonably necessary to conduct, operate and manage its cooperative activities.
3. Corps employees may not serve in a voting capacity on the Governing Board, or as a Treasurer for the Association. Corps employees may serve in an advisory capacity on the Association's Governing Board, or committees. Corps employees may not act as the official representative of the Association in any matter relating to the Corps, or the terms of this Agreement. However, if the Association has a membership program, Corps employees may join and participate in membership activities.
4. The Corps will orient all Association personnel, staff and or volunteers with regard to Corps rules, regulations, and requirements, particularly with regard to the project and facilities, safety, and appropriate emergency procedures. Association staff and volunteers involved in visitor contact will receive additional orientation in regard to interpretive services and be able to provide interpretive and educational services. All orientation will be conducted prior to assumption of duties.
5. Association employees or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Association employees and volunteers will wear a name tag that identifies them as an Association employee or volunteer.

7. RESTORATION.

On or before the date of the expiration of this Agreement, the Association shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the Corps authorized representative. If, however, this Agreement is terminated or revoked, the Association shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Corps authorized representative may designate. In either event, if the Association shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States, or its officers or agents, shall be created by or made on account thereof.

8. ASSIGNMENT.

No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made by the Association unless approved in writing by the Corps.

9. MODIFICATIONS AND AMENDMENTS.

Modifications and amendments to this Agreement may be undertaken upon the mutual written consent of the Corps and the Association's Board of Directors.

10. MISCELLANEOUS.

A. The rights and benefits conferred by this Agreement shall be subject to the laws of the United States governing the Corps and to the rules and regulations promulgated thereunder, whether now in force, or hereafter enacted or provided and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Corps.

B. The Association agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both State and Federal.

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed this 10<sup>th</sup> day of Sept., 2001.

**NORTHWEST INTERPRETIVE ASSOCIATION**

BY Mary Quackembush  
Executive Director

IN WITNESS WHEREOF, the Corps has caused this Agreement to be ratified this 26<sup>th</sup> day of Oct., 2001.

**UNITED STATES ARMY CORPS OF ENGINEERS**

BY James D. VanNest  
~~Director~~  
James D. VanNest, Grant Officer