Reviewed and Approved by the Executive Director CY
December 18, 2008

FOR ACTION

SUBJECT: Approval/Ratification to Enter into Lease Agreement with Hawaii Community Development Authority for Building 36 in Kalaeloa for Use as a Homeless Transitional Shelter for Adult Families

I. FACTS

A. In response to the growing ranks of homeless people forced to reside on Oahu's beaches, particularly beaches on the Leeward Coast, Governor Lingle issued an emergency proclamation on July 6, 2006, to provide relief and protect the health, safety, and welfare of Leeward Coast residents and homeless families living on Leeward Coast beaches.

B. The proclamation was followed by supplementary proclamations on July 17, 2006, September 8, 2006, July 3, 2007, and June 27, 2008, to allow time to complete shelter construction projects to provide a safe and healthy environment for the homeless, as they participate in programs and services to remedy their homeless situation.

C. The emergency proclamations provided the community and government with the opportunity to provide a rapid response effort to alleviate the health and safety issues of 2,534+ homeless individuals living on Leeward Coast beaches and parks, approximately 1,384 of them children.

D. The Governor's HEART Team, through the Department of Accounting and General Services (DAGS), responded by conducting an extensive search for available land and buildings that could provide effective shelter solutions.

E. DAGS identified a 64 unit, 3-story building at Kalaeloa in reasonably good condition.

F. Research revealed that the building had been transferred to the Federal Department of Education for use by the University of Hawaii. However, the University of Hawaii no longer had a need for the building.

G. DAGS worked with the federal government to have the building returned to the Dept. of the Navy Base Realignment and Closure in order to have the building eventually transferred to the Hawaii Community Development Authority (HCDA) which is charged with oversight of the development of Kalaeloa.

H. The Dept. of the Navy is entering into a lease agreement with HCDA until the fee interest in the property can be transferred to HCDA, a process that will require several months to complete.

II. DISCUSSION

A. The HCDA approved a month to month sublease of Building 36 to the Hawaii Public Housing Authority at its Board meeting on November 5, 2008, until such time as the property is transferred by fee simple deed from the Navy to HCDA. HCDA expects to receive title to the property within the next six months.

B. This project is an important part of addressing homelessness and provides a critical step toward helping people achieve permanent housing.

C. The project provides the opportunity to deliver a full range of support services for adult families (two or more people composed of persons 18 years and older) in 64 single room apartments.

D. Action by the board is needed at this meeting to allow for the opening of the project to begin to receive residents in December 2008.

III. RECOMMENDATION

That the HPHA Board of Directors approve the execution of a month to month lease agreement by its Executive Director with the Hawaii Community Development Authority for the Building 36 consisting of a 3-story building, adjacent parking lot and the immediate perimeter of land surrounding the building, with the option to extend the term of the lease beyond a month to month term when the title is transferred to the State.

Prepared by: Sandra J. Miyoshi, Homeless Programs Branch Administrator

MONTH-TO-MONTH SUBLEASE NO. 08-12

This Sublease (**"Sublease"**) is entered into as of the date in item 8 below (such date, the **"Effective Date"**) between the Hawaii Community Development Authority (**"Sublessor"**), a body corporate and public instrumentality of the state, and the Hawaii Public Housing Authority (**"Sublessee"**), a public body and body corporate and politic, whose mailing address is 1002 North School Street, Honolulu, Hawaii 96817. (Each party hereto is a **"Party."**)

In consideration of the Parties' respective undertakings below, the Parties agree as follows: Sublessor subleases to Sublessee (1) (a) for the period from the Effective Date through the last day of the month in which the Effective Date lies and (b) continuing on a month-to-month basis thereafter; and (2) for the purpose set forth in item 4 below; (3) the premises (a) described in item 2 below, (b) delineated on Exhibit A hereto and made a part hereof, and (c) located at the site described in item 1 below (such site, the **"Project Site"**); and at the address set forth in item 3 below (such premises, the **"Premises"**). For each calendar month, Sublessee shall pay the rent specified in item 5 below (such rent, the **"Rent"**), and the monthly common-area maintenance expense specified in item 6 below (such expense, the **"Common-Area Maintenance Expense"**), and shall perform all other obligations imposed upon Sublessee by the terms in Exhibit "B" attached hereto and made a part hereof.

1.	Project Site:	TMK No. (1) 9-1-013:055 (por)
2.	Premises:	Approximately1.53 acres of land and 27,621 sq. ft. of improvements
3.	Location:	Bldg 36 at 91-1096 Yorktown Street; Kapolei, Hawaii 96707
4.	Purpose	(a) Rehabilitation for use as a homeless shelter and a center for supportive services for homeless persons; (b) such use upon Sublessor's consent
5.	Rent:	$1.00 per month
6.	Common-Area Maintenance Expense:	Waived
7.	Security Deposit:	Waived
8.	Effective Date:	December ___, 2008

Sublessor:

Hawaii Community Development Authority

Approved as to Form:

By: _____
Eugene Won
Deputy Attorney General

By: _____
Anthony J.H. Ching
Executive Director

Sublessee:

Hawaii Public Housing Authority

Approved as to Form:

By: _____
Nalani P. Wilson-Ku
Deputy Attorney General

By: _____
Name: _____
Title: _____

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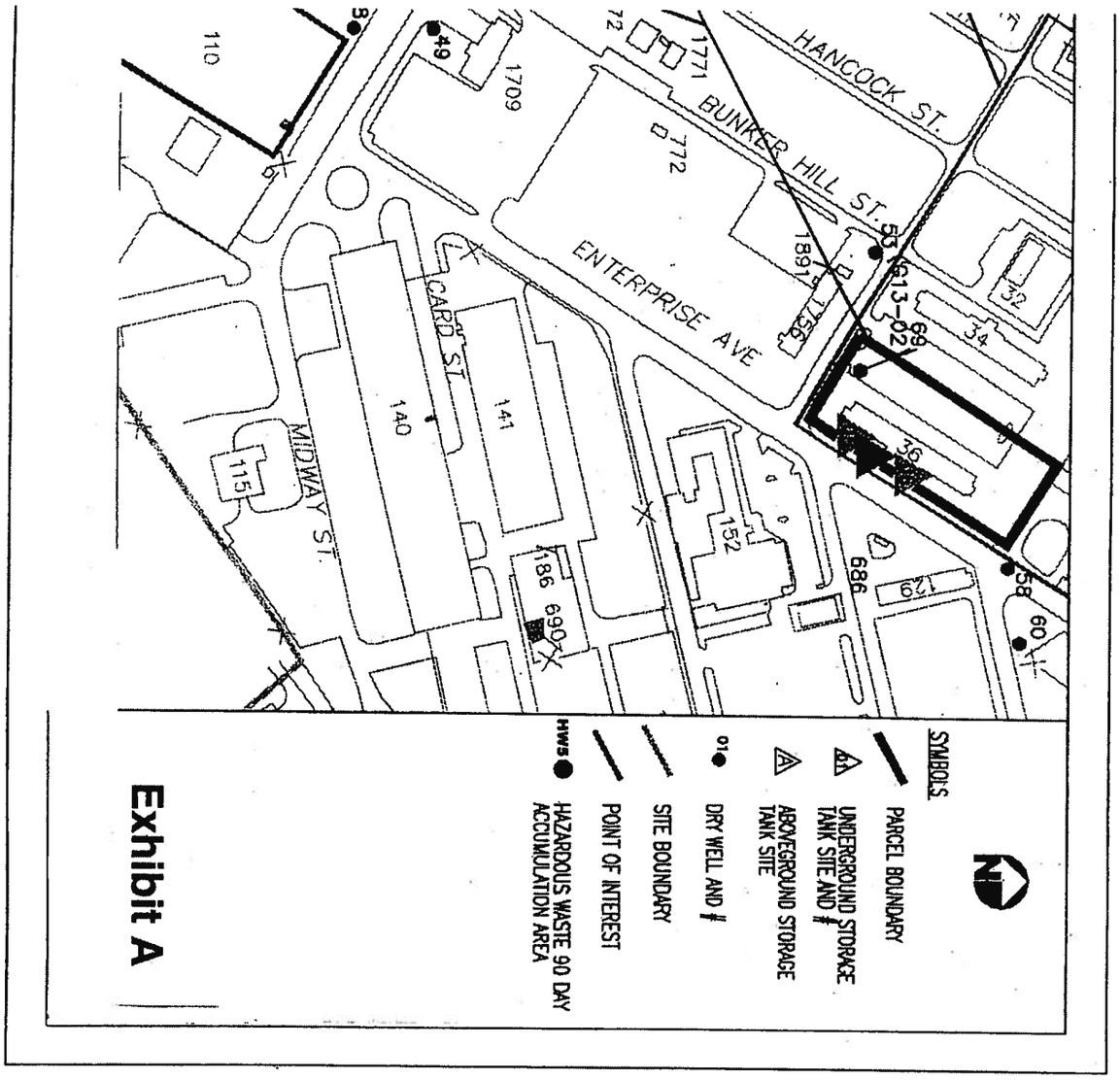

EXHIBIT A
Not to Scale

Exhibit "B"

TERMS AND CONDITIONS

1. **TERM**. The Sublease is from the Effective Date through December 31, 2008 and on a month-to-month basis thereafter.

2. **COMMON-AREA MAINTENANCE EXPENSE**. The Parties agree that Sublessor will not provide any services or utilities to the Premises. Accordingly, the common-area maintenance expense shall be waived throughout the duration of this Sublease.

3. **CALCULATION OF THE COMMON-AREA MAINTENANCE EXPENSE**. Calculation of the common-area maintenance expense shall be inapplicable to this Sublease.

4. **RENT**. The Rent of One ($1.00) dollar per month or fraction thereof shall be payable in advance, without notice or demand, on the first (1st) day of each month for the ensuing month during the term of this Sublease. If the 1st day of a month falls on a nonbusiness day, then payment shall be due on the last business day of the prior month. For the partial calendar month from the Effective Date through December 31, 2008, the Rent shall be $1 and due on the Effective Date.

5. **INTEREST; SERVICE CHARGE.** Interest and service charges shall be inapplicable to this Sublease.

6. **SUBLESSEE'S PRIOR INSPECTION**. Sublessee represents that it has inspected the Premises and all improvements thereon, knows the condition thereof, accepts the Premises, including soil, water, structures and any hazardous substances that may be found to exist, and fully assumes all risks incident to the use and enjoyment of the Premises.

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7. **SECURITY DEPOSIT**. The security deposit is waived for this Sublease.

8. **HAZARDOUS MATERIALS**. (a) Neither Sublessee nor any person acting on Sublessee's behalf shall (1) release any hazardous materials at, onto, or from the Premises; (2) store or use at the Premises such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for storage and use of such materials; or (3) bring onto the Premises any such materials, except (A) for use in the ordinary course of Sublessee's business and (B) with Sublessor's prior written consent, which Sublessor may withhold in its sole and absolute discretion. (b) Sublessee shall be responsible for the cost of any testing required by any lender or governmental agency to ascertain whether Sublessee or any person acting on Sublessee's behalf has released any hazardous materials at, onto, or from the Premises. (c) For purposes of the Sublease, "hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Federal Water Pollution Control Act of 1972 (commonly known as the Clean Water Act), or any other Federal, state or local environmental law, ordinance, rule, or regulation, whether existing as of the date hereof, previously in force, or subsequently adopted. (d) For purposes of the Sublease, "person" means any individual or legally recognized entity. (e) For purposes of this paragraph, to "release" hazardous material means to (A) release, spill, emit, pump, inject, deposit, dump, dispose of, discharge, or disperse hazardous material in or into the indoor or outdoor environment (including ambient air, soil, surface water, ground water, wetlands, land or subsurface strata) or (B) cause the leaking, leaching, escape, migration, or movement of hazardous material into or through such environment.

9. **INSURANCE**. Sublessee is a self-insured agency of the state of Hawaii. Sublessee shall require any third party with whom it contracts to manage and operate the transitional housing and homeless supportive services to obtain a Comprehensive General Liability Insurance policy or policies, or Certificate of Insurance, evidencing that such policy has been issued and is in force, with a combined single limit of not less than $1,000,000 for bodily injury and damage to property per occurrence. Such insurance shall:

a. Be issued by an insurance company or surety company authorized to do business in the State of Hawaii;

b. Name the Hawaii Community Development Authority and the State of Hawaii as additional insureds;

c. Provide that Sublessor shall be notified at least fifteen (15) days prior to termination, cancellation or material change in its insurance coverage;

d. Cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of Sublessee or its officers, agents, employees, invitees or licensees, in connection with Sublessee's use or occupancy of the Premises; and

e. Be maintained and kept in effect at Sublessee's own expense throughout the term of the Sublease, evidenced by furnishing Sublessor without notice or demand a like certificate upon each renewal thereof.

Sublessor reserves the right to inspect and review all coverage, form, and amount of the insurance required by the above. If, in Sublessor's opinion, the above insurance does not provide adequate protection for Sublessor, it may require Sublessee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Sublessor's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks that exist at the time a change of insurance is required.

10. **USE OF PREMISES**

a. Sublessee shall use the Premises solely for the purposes set forth in item 4 of the table on the first page of the body of this Sublease (such purpose or any other purpose permitted hereunder or by Sublessor pursuant hereto, the "Business").

b. Sublessee acknowledges that the Premises may not be used for human habitation or occupied in any other way without the prior consent of the lessor under the Navy Interim Lease (as defined in Section 29.f). Thus, Sublessee shall not use the Premises for the purpose set forth in item 4(b) without Sublessor's prior written consent, which is conditioned upon Sublessor's obtaining lessor's consent. Sublessee shall continuously (i) occupy the Premises and (ii) conduct the Business therein. Sublessee shall not use or suffer the use of the Premises for any other business or purpose. Sublessee shall not change the type of business constituting the Business without Sublessor's prior written consent, which Sublessor may withhold in its sole discretion.

11. **ACCEPTANCE OF RENT NOT A WAIVER.** Sublessor's acceptance of any rent shall not constitute a waiver of any breach hereof by Sublessee or impair Sublessor's right to terminate the Sublease in accordance with it or with law. Failure by Sublessor to insist upon strict performance of the Sublease by Sublessee or to exercise any right reserved by Sublessor shall not be construed as a waiver or relinquishment of any of Sublessor's rights under the Sublease.

12. **PROPERTY TAXES.** Sublessee shall pay all real property taxes lawfully assessed against the Premises.

13. **WASTE, STRIP, NUISANCE; MAINTENANCE.** Neither Sublessee nor any person acting on its behalf shall make or cause any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises. Sublessee shall maintain the Premises, improvements thereon, and all equipment and other personal property thereon in a strictly clean, neat, safe, orderly and sanitary condition, free of waste, rubbish and debris. Sublessee shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse from the Premises.

14. **ENTRY BY SUBLESSOR.** Sublessor or its agents and employees may enter the Premises at all reasonable hours to inspect the Premises to determine if Sublessee is complying with the terms of the Sublease or for any other proper purpose. Sublessee shall not make any claim for damages or set off of rent, service charge or other charges because of such entry.

15. **REPAIRS.** Sublessee shall, at its own expense, keep and maintain the Premises and all improvements in a condition similar to that which existed on the Effective Date, ordinary wear and tear and damage by acts of God excepted.

16. **STRUCTURAL IMPROVEMENTS, ALTERATIONS OR ADDITIONS.** No substantial improvement, alteration or addition of a structural nature shall be made, installed, or constructed on, under or within the Premises by Sublessee unless it first submits its plans and specifications for such work to Sublessor for approval and Sublessor approves such plans and specifications in writing. Such plans and specifications shall comply with all applicable laws, rules and regulations. Any improvements, alterations or additions shall be accomplished at the sole cost and risk of Sublessee and Sublessor shall not be responsible for any damage to or destruction of any such improvements, alterations or additions or any personal property on the Premises. Sublessee shall provide notice to the responsible agencies, including the Office of Environmental Quality, and otherwise comply with Chapter 343, Hawaii Revised Statues, to determine if such improvements, alteration or addition requires environmental assessments or environmental impact statements.

17. **REMOVAL OF IMPROVEMENTS OR ADDITIONS.** Sublessee may remove, at its own cost and risk, any and all improvements or additions or any portions thereof, constructed or installed by it upon the Premises, at any time during the term of the Sublease or within 30 days after the Sublease's termination, provided that Sublessee gives Sublessor written notice before undertaking any such removal. Until such removal and restoration of the Premises have been completed to Sublessor's satisfaction, Sublessee shall pay the Rent that would otherwise be due if the Sublease were not terminated for the period Sublessee continues to use or occupy the Premises following the termination. Any improvements or additions remaining at the Premises after 30 days following the Sublease's termination shall become the property of Sublessor.

18. **LIENS.** Sublessee shall not commit or suffer any act or neglect which results in any attachment, lien, charge or other encumbrance upon the Premises or any improvement thereon.

19. **COMPLIANCE WITH LAWS; DISCRIMINATION PROHIBITED**. Sublessee shall comply with all laws, statutes, ordinances, rules and regulations of all governmental agencies, applicable to the Premises or relating to and affecting any business or other commercial activity conducted on the Premises. The use and enjoyment of the Premises shall not be in support of any policy that discriminates against anyone based upon race, creed, color, sex or national origin.

20. **TRANSFERABILITY AND MORTGAGE**. The Sublease and Premises or any part thereof, inclusive of any and all rights or obligations accruing or arising under the Sublease, shall not be sold, transferred, assigned, mortgaged, sublet or otherwise alienated or encumbered, whether voluntarily or by operation of law. However, nothing herein other than Section 10 shall prevent Sublessee from contracting management services to operate the Premises for a homeless shelter and center for homeless supportive services, as contemplated by this Sublease.

21. **TERMINATION**. (a) This Sublease may be terminated by either Party following at least thirty (30) days' prior written notice to the other Party. (b) If Sublessee fails to pay any amount when due or otherwise commits a material breach of the Sublease and fails to cure such breach within five (5) business days following Sublessor's notice to Sublessee of the breach, Sublessor may immediately terminate the Sublease without further notice.

22. **RIGHT TO RE-ENTER AND ASSUME POSSESSION**. Sublessor reserves the right and Sublessee agrees that, upon its breach of the Sublease or the Sublease's termination under paragraph 21 above, Sublessor may without necessity of court action, enter upon and administratively take possession of the Premises from Sublessee.

23. **REMOVAL OF PERSONAL PROPERTY**. (a) If any of Sublessee's personal property remains on or at the Premises following the Sublease's termination and Sublessee fails to remove such property within 10 days after Sublessor's written notice to Sublessee of the presence of such property on the Premises, then Sublessor may remove such property from the Premises and either deem the property abandoned or dispose of the property or place the property in storage. (b) Sublessee shall bear all costs and expenses for such disposal, removal, or storage.

24. **COURT COSTS AND ATTORNEY'S FEES**. Sublessee shall pay any and all court costs and attorney's fees incurred or paid by the Sublessor in collecting any damages, charges, penalties due from or payable by the Sublessee under the Sublease in removing from the Premises the Sublessee and any improvements or additions constructed or installed thereon, or in recovering damages or losses caused by Sublessee's breach of the Sublease, or in the collection of delinquent payments due under the Sublease.

25. **INTERPRETATION**. The use of any gender shall include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular, as the context may require.

26. **PARTIAL INVALIDITY**. The invalidity, illegality, or unenforceability of any part of the Sublease shall not affect or impair the validity, legality, or enforceability of the remainder.

27. **TIME OF THE ESSENCE**. Time is of the essence as to all obligations to be performed promptly or by or at a specified time under the Sublease.

28. **CONFLICTING TERMS AND CONDITIONS**. In any conflict between the foregoing terms of this Exhibit and the terms of paragraph 29 below, priority shall be given to the latter terms.

29. **SPECIAL CONDITIONS**

a. Sublessee shall maintain the Premises in a clean and orderly manner and shall remove any rubbish or debris on the premises or surrounding area as directed by Sublessor and/or the State Department of Health.

b. At all times during the term of this Sublease, Sublessee shall eradicate any vegetation growing on the Premises and along outside perimeter of the fence line, and shall immediately remove from the Premises graffiti on any fences, signs, posts, and on property boundary markers.

c. Sublessee shall allow Sublessor, its agents, contractors and invitees reasonable access to the Premises to perform due diligence studies including, but not limited to environmental testing.

d. All proposed improvements must first be approved, in writing, by Sublessor.

e. Anything in this Sublease to the contrary notwithstanding, Sublessee shall be solely responsible for maintaining and repairing the Premises, including but not limited to, any capital improvements and paying all utility costs incurred due to its use.

f. Sublessee acknowledges that Sublessor is in the process of acquiring the fee simple interest in the Premises from the United States of America and currently occupies the Premises under Lease No: N4769208RP08P33 dated April 7, 2008 ("Navy Interim Lease"), attached hereto and incorporated herein as Exhibit C. Should Sublessor not have acquired the Premises in fee simple by the Effective Date of this Sublease, then Sublessee's occupancy of the Premises shall be subject to all the terms and conditions of the Navy Interim Lease. In the event of any conflict with the terms of this Sublease and the Navy Interim Lease, the latter shall control.

g. Sublessee shall comply with all terms and conditions of the Navy Interim Lease, including without limitation, the environmental requirements contained in paragraph 13 of the Navy Interim Lease, which terms and conditions are incorporated herein as if fully stated.

30. **COUNTERPARTS; FACSIMILE SIGNATURES.** The Sublease may be executed in several duplicate counterparts. Such counterparts, when executed, shall constitute a single agreement. Any Party may execute and deliver the Sublease by signing the signature page and electronically transmitting a facsimile thereof.

All correspondence in connection
with this contract should include reference to:

LESS THAN FAIR MARKET

INTERIM LEASE

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY

FOR

BUILDING 36 AT THE FORMER NAVAL AIR STATION
BARBERS POINT, HAWAII

Gov't_____

Lessee_____

All correspondence in connection
with this contract should include reference to:

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Gov't_____

Lessee_____

All correspondence in connection
with this contract should include reference to:

LEASE
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY

THIS LEASE, made this 7th day of April, 2008, by and between THE UNITED STATES OF AMERICA, acting by and through the Department of the Navy, herein called **"Government"**, and **THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY**, herein called **"Lessee"**.

WITNESSETH:

WHEREAS, Government has declared certain real and personal property, as more particularly described in Paragraph 1, surplus at the Installation, and Lessee has identified an immediate need to use such real and personal property; and

WHEREAS, the Secretary of the Navy, pursuant to the provisions of 10 U.S.C. § 2667 (g)(1), has determined that this Lease will facilitate state and local economic adjustment efforts pending final disposition of the real and personal property; and

WHEREAS, the Secretary of the Navy, pursuant to 10 U.S.C. § 2667 (g)(2) has determined that a public interest will be served as a result of this Lease, the fair market value of the Lease is either unobtainable or not compatible with such public benefit, and that consequently, consideration for this Lease will be at less than fair market value; and

WHEREAS, the Secretary of the Navy, after consultation with the Environmental Protection Agency Administrator has determined that the Leased Premises is suitable for lease, and the uses contemplated for the Lease are consistent with protection of human health and the environment; and

WHEREAS, Lessee is recognized by the Secretary of the Defense, through the Office of Economic Adjustment, as the local redevelopment authority with the responsibility for the redevelopment of the Installation; and

WHEREAS, Lessee has the power to acquire, lease and dispose of federal military installations, and Lessee desires to enter into this Lease; and

WHEREAS, Lessee has informally requested transfer of the property via a homeless assistance public benefit conveyance and is in the process of completing its application and securing the necessary approvals.

NOW THEREFORE: in consideration of the terms, covenants, and conditions hereinafter set forth, Government and Lessee hereby agree as follows:

Gov't _____

Lessee _____

All correspondence in connection
with this contract should include reference to:

1. **LEASED PREMISES:**

Government does hereby lease, rent, and demise to Lessee, and Lessee does hereby hire and rent from Government an approximate 1.5 acre parcel of land, together with all improvements thereon, including Building 36 and associated parking area, located on the former Naval Air Station Barbers Point, Hawaii, as shown on Exhibit A, attached hereto and made a part of this lease, hereafter called the "Leased Premises", and with the right of ingress and egress to Leased Premises. The Leased Premises include all personal property contained in Building 36.

2. **TERM:**

The term of this lease shall be for the period of ONE YEAR, beginning on 4/7, 2008, and ending on 4/6/2009, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination.

The Parties may mutually agree to extend the term of this lease for TWO additional periods of one year each. Lessee shall deliver to Government written notice of its desire to extend no later than ninety (90) calendar days prior to the expiration of the then current term. If Government agrees to such extension, it shall notify

3. **CONSIDERATION:**

Lease is granted in consideration for protection and maintenance of the Leased Premises in accordance with Article 12, and without a requirement for payment of fair market rent.

4. **USE OF LEASED PREMISES:**

4.1 Subject to the requirements of Paragraph 35 below concerning LBP abatement, the sole purpose for which Leased Premises may be used, in the absence of prior written approval by Government for any other use, is for the rehabilitation and eventual reuse of the property for transitional housing and supportive services for homeless persons. Lessee understands and acknowledges that this is not and does not constitute a commitment by Government with regard to the ultimate disposal of Leased Premises, in whole or in part, to Lessee or any agency or instrumentality thereof, or to any sublessee. The Lease may be terminated by Government as provided by the terms of the Lease pursuant to Paragraph 14, and Lessee agrees to and acknowledges such terms. Lessee shall have no claim against Government for Lessee's costs of improvements, rehabilitation, remodeling, or alterations of any kind, regardless of whether the Lease expires or is terminated in accordance with the provisions set forth herein.

4.2 Lessee shall not undertake any activity that may affect an identified historic or archeological property, including excavation, construction, alteration or repairs of Leased Premises, without the approval of Government. Buried cultural materials may be present on the premises. If such materials are encountered, Lessee shall stop work immediately and notify Government.

Gov't_____.

Lessee_____.

5. **SUBLETTING:**

5.1 Lessee is authorized to sublease property included in this lease without obtaining Navy approval of the sublease, provided the sublease incorporates the terms of this lease (except for rental terms which may be different in amount or expressed differently) and does not include any provisions that are inconsistent with this lease. A copy of the sublease must be provided to the Navy Local Representative.

5.1.1 In the event that the terms and conditions of the proposed sublease do not comply with or do not incorporate the terms of this Lease, then prior Government approval is required. Any proposed sublease which involves the use of hazardous or toxic materials, including those of an explosive, flammable, or pyrotechnic nature, as provided in 10 U.S.C. 2692, shall require prior Government approval. Such consent shall not be unreasonably withheld or delayed.

5.1.2 Each sublease shall contain the environmental protection provisions set forth in Paragraph 13 herein. Under no circumstances shall Lessee assign this Lease.

5.2 Any sublease granted by Lessee shall contain a copy of this Lease as an attachment and be subject to all terms and conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of Government to Lessee or any Sublessee. Under any sublease made, with or without consent, the Sublessee shall be deemed to have assumed all of the obligations of Lessee under this Lease, except that the Sublessee shall not be required to assume any obligation of Lessee which is not set forth in a sublease approved by the Government under Paragraph 5.1.1 above. No sublease shall relieve Lessee of any of its obligations hereunder.

5.3 Upon its execution, a copy of the sublease shall immediately be furnished to the Navy Local Representative. Should a conflict arise between the provisions of this Lease and a provision of the sublease, the provisions of this Lease shall take precedence. Any sublease shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties under this Lease.

6. **JOINT INSPECTION :**

Leased Premises shall be delivered to Lessee "AS IS". "WHERE IS". Government makes no warranty as to Leased Premises' usability generally or as to its fitness for any

Gov't _____

Lessee _____

particular purpose. Any safety and/or health hazards identified shall be corrected, at Lessee's expense, prior to use and occupancy. Lessee shall have no claim against Government for Lessees costs in correcting any such safety and/or health hazards, regardless of whether the Lease expires or is terminated in accordance with the provisions set forth herein.

7. **ENVIRONMENTAL BASELINE SURVEY AND FINDING OF SUITABILITY TO LEASE:**

An Environmental Baseline Survey (EBS) and a Finding of Suitability to Transfer (FOST) are attached as an exhibit and made part of this Lease. The EBS sets forth the existing environmental conditions of the Leased Premises as represented by the baseline survey which has been conducted by Government. The FOST sets forth the basis for the Government's determination that Leased Premises are suitable for transfer and hence lease as well. The Environmental Protection Agency has been consulted and has agreed that the property is suitable for lease. Lessee is hereby made aware of the notifications contained in the FOST attached hereto as an exhibit and shall comply with the restrictions set forth herein.

8. **ALTERATIONS:**

8.1 Lessee shall not construct or make or permit its sublessees to construct or make any substantial alterations, additions, excavations, improvements to, installations upon or otherwise modify or alter Leased Premises in any way (collectively "Work"), including those which may adversely affect the cleanup, human health or the environment, without the prior written consent of Government, except for such Work as is specified in Exhibit C hereto. Such consent may involve a requirement to provide Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interest of Government. For Work in the proximity of operable units that are part of a National Priorities List (NPL) Site, such consent may include a requirement for written approval by Government's Remedial Project Manager. All such Work shall be done in a workmanlike manner and be subject to the requirements of all state and local building codes. Except as such written approval shall expressively provide otherwise, all such approved Work affixed to Leased Premises shall, upon expiration or termination of this Lease, become Government property.

8.2 Other than _the Work set forth in Exhibit C hereto , Lessee shall provide Government with prior written notification and a full description of all proposed Work on Leased Premises, including: information required by Government to comply with the National Environmental Policy Act (NEPA) and the National Historical Preservation Act, a projected schedule and cost thereof, and an analysis as to how and why such Work will or will not be visible from the exterior of the building situated on Leased Premises or be substantially likely to adversely affect the environmental clean up of Leased Premises, human health, or the environment, or adversely impact the building structure. Such written notification shall be delivered by Lessee to Government's representative as designated in Paragraph 19 of this Lease.

Gov't _____

Lessee _____

8.3 Except as provided in Paragraph 8.1, upon termination, revocation or surrender of this Lease or any sublease, Lessee shall, at the option of the Government, either:

8.3.1 Promptly remove all Work and restore Leased Premises to the same or as good condition as existed on the date of entry under this Lease, reasonable wear and tear and acts of God excepted; or

8.3.2 Abandon such work in place, at which time title to said Work shall vest in Government.

8.3.3 In either event all personal property and trade fixtures of Lessee or any third person may be removed and Lessee shall repair any damages to Leased Premises resulting from such removal.

9. **ACCESS BY GOVERNMENT:**

In addition to access required under Paragraph 13, at all reasonable times throughout the term of this Lease, Government shall be allowed access to Leased Premises for any purposes upon notice to Lessee. Government normally will give Lessee or any sublessee twenty-four (24) hour prior notice of its intention to enter Leased Premises, unless it determines the entry is required for safety, environmental, operations or security purposes. Lessee shall have no claim on account of any entries against Government or any officer, agent, employee, contractor or subcontractor of Government. All keys to the buildings and facilities occupied by Lessee or any sublessee shall be made available to Government upon request.

10. **UTILITIES AND SERVICES:**

Procurement of utilities, i.e., electricity, water, gas, steam, sewer, telephone and trash removal will be the responsibility of Lessee. Lessee agrees to obtain needed utility services from any private or municipal supplier who should, during the term of Lease, become able to deliver such services to Leased Premises. In the event that Government shall furnish Lessee with any utilities or services maintained by Government which Lessee may require in connection with its use of Leased Premises, Lessee shall pay Government the cost incurred in providing such utilities or services in addition to the consideration, required under this Lease. Such charges will be determined by Government in accordance with applicable laws and regulations. Lessee, at its sole cost, shall install metering devices for utilities serving the Leased Premises prior to its occupancy. The volume of utilities used by Lessee shall be determined by such metering devices. It is expressly agreed and understood that Government in no way warrants the continued availability, maintenance or adequacy of any utilities or services furnished to Lessee.

11. **NON-INTERFERENCE WITH GOVERNMENT OPERATIONS:**

Lessee shall not conduct operations or make any alterations that would interfere with or otherwise restrict operations, environmental clean-up or restoration actions by

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Navy, Environmental Protection Agency (EPA), state environmental regulators, or their contractors. Environmental clean-up, restoration or testing activities by these parties shall take priority over Lessee's use of Leased Premises in the event of any conflict. However, Government and Lessee agree to coordinate to minimize potential conflicts between necessary remediation of environmental contamination, including investigation and remedial actions, and Lessee's and sublessee's use of Leased Premises.

12. **PROTECTION AND MAINTENANCE SERVICES:**

12.1 Lessee shall furnish all labor, supervision, materials, supplies and equipment necessary for the operation, maintenance and repair of the following building systems and appurtenances: structural (including roof); fencing; plumbing; electrical; heating and cooling systems; exterior utility systems (including fire hydrants and mains); pavement and grounds maintenance (including grass cutting, shrub trimming and tree removal); pest and weed control; security and fire protection within Leased Premises; refuse collection, removal and disposal; and utilities maintenance necessary for the protection of Leased Premises. Government shall not be required to furnish any services or facilities to Lessee or to make any repair or alteration in or to Leased Premises. Lessee hereby assumes the full and sole responsibility for the protection, maintenance and repair of Leased Premises as set forth in this paragraph. For specifics as to such protection and maintenance required to be provided by Lessee hereunder, the following provisions shall apply:

12.1.1 The degree of maintenance and repair services to be furnished by Lessee hereunder shall be that which is sufficient to assure weather tightness, structural stability (excluding any seismic retrofit and/or modification to foundations resulting from extraordinary natural occurrences such as earthquakes and landslides), protection from fire hazards or erosion, and elimination of safety and health hazards, which arise during the term of the Lease and which are not caused by the actions of Government or its employees, contractors or agents, so that the Leased Premises being serviced will remain in the condition in which they existed at the commencement of the Lease, ordinary wear and tear and acts of God excepted. Any repair to correct such pre-existing defective conditions shall be at Lessee's option and expense. Government, upon due notice, may inspect Leased Premises to ensure performance of the maintenance set forth herein.

12.2 During the term of this Lease, debris, trash and other useless materials shall be promptly removed from Leased Premises. Upon termination or expiration of this Lease, Leased Premises shall be left without containers, Lessee's equipment, and other undesirable materials, and in an acceptably clean condition.

12.3 Lessee shall provide or cause to be provided all security services necessary to assure security and safety within the Leased Premises. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate authorities for their investigation and disposition and to Government as property owner.

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12.4 Lessee shall take or cause to be taken, all reasonable and necessary fire protection precautions at Leased Premises. Such precautions shall include, but are not limited to, maintenance of any sprinkler system that exists on the effective date of this Lease and/or the provision of portable fire extinguishers for fire protection of Leased Premises.

12.5 Lessee is responsible for the repair and maintenance of all interior utility systems and those exterior utility systems, distribution lines, connections and equipment which solely support Leased Premises. This responsibility extends from Leased Premises to the point of connection with the utility system which serves users other than Lessee. These systems include but are not limited to: heating plants, steam lines, traps, transformers, substations, power distribution lines (overhead and underground), poles, towers, gas mains, water and sewage mains, water tanks, fire protection systems, hydrants, lift stations, manholes, isolation valves, meters, storm water systems and catch basins.

12.6 Lessee shall ensure only trained and qualified persons are utilized in performance of the maintenance and protection services specified in this paragraph.

13. **ENVIRONMENTAL PROTECTION PROVISIONS:**

13.1 Lessee, sublessees and contractors shall comply with all applicable Federal, state and local laws, regulations and standards that are or may become applicable to Lessee's activities on Leased Premises.

13.2 The Lessee or any sublessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits held by the Government. Any and all environmental permits required for any of Lessee's or sublessee's operations or activities will be subject to prior concurrence of Government. Lessee acknowledges that the Government will not consent to being named a secondary discharger or co-permittee for any operations or activities of the Lessee or any sublessee under the Lease. In the event the Government is named as a secondary discharger or co-permittee for any activity or operation of the Lessee or any sublessee, Government shall have the right to take reasonable actions necessary to prevent, suspend, or terminate such activity or operation, including terminating this Lease, without liability or penalty.

13.3 Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice Leased Premises for compliance with environmental, safety and occupational health laws and regulations, whether or not Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Government normally will give Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter Leased Premises unless it determines the entry is required for safety, environmental, operations or security purposes. Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.

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13.5 Government, EPA the State and their officers, agents, employees, contractors and subcontractors, have the right, upon reasonable notice to Lessee and/or any sublessee, to enter upon Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with any provisions of the cleanup program:

13.5.1 to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the cleanup program;

13.5.2 to inspect field activities of Government and its contractors and subcontractors in implementing the cleanup program;

13.5.3 to conduct any test or survey required by EPA or applicable state equivalent relating to the implementation of the cleanup program;

13.5.4 to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the cleanup program, including but not limited to monitoring wells, pumping wells and treatment facilities.

13.6 Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP during the course of any of the above described response or remedial actions. Any inspection, survey, investigation or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Lessee and any sublessee. Lessee and sublessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor or subcontractor thereof. In addition, Lessee shall comply with all applicable Federal, state and local occupational safety and health regulations.

13.7 Lessee further agrees that in the event of any sublease of Leased Premises, Lessee shall provide to EPA and applicable state equivalent by certified mail a copy of the agreement or sublease of Leased Premises (as the case may be) within fourteen (14) calendar days after the effective date of such transaction. Lessee may delete the financial terms and any other proprietary information from the copy of any agreement of sublease furnished pursuant to this condition.

13.8 Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act or its applicable state equivalent. Except as specifically authorized by Government in writing, Lessee must provide at its own expense such hazardous waste management facilities complying with all laws and regulations. Government hazardous waste management facilities will not be available to Lessee. Any violation of the requirements of this condition shall be deemed a material breach of this Lease.

13.9 DoD component accumulation points for hazardous and other waste will not be used by Lessee or any sublessee. Neither will Lessee or sublessee permit its hazardous wastes to be commingled with hazardous waste of DoD Component.

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13.10 Lessee shall have a Government-approved plan for responding to hazardous waste, fuel and other chemical spills prior to commencement of operations on Leased Premises. Such plan shall be independent of Installation plan and, except for initial fire response and/or spill containment, shall not rely on use of Installation personnel or equipment. Should Government provide any personnel or equipment whether for initial fire response and/or spill containment, or otherwise on request of Lessee, or because Lessee was not, in the opinion of Government, conducting timely cleanup actions, Lessee agrees to reimburse Government for its costs in association with such response or cleanup.

13.11 Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Government.

13.12 Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act (RCRA) or its State equivalent and any other applicable laws, rules or regulations. Lessee must provide at its own expense such hazardous waste storage facilities which comply with all laws and regulations as it may need for such storage. Any violation of the requirements of this provision shall be deemed a material breach of this Lease.

13.13 To the extent required by law and regulation, Government shall abate, remove or otherwise remedy all friable, accessible and damaged asbestos containing material (ACM) in the boiler room. The presence of known ACM, LBP or PCBs shall be fully identified in the FOST for the property, attached as Exhibit B.

13.13.1 Except as provided in Paragraph 13.13.2, Government is not responsible for any removal or containment of LBP or PCBs. If Lessee intends to make any improvements or repairs that require the removal of asbestos, an appropriate asbestos disposal plan must be incorporated into the plans and specifications and submitted to Government. The asbestos disposal plan will identify the proposed disposal site for the asbestos, or in the event the site has not been identified, will provide for disposal at a licensed facility authorized to receive it.

13.13.2 ACM which during the period of this lease becomes damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee's activities under this Lease, including but not limited to any emergency, will be abated by Lessee at its sole cost and expense. Notwithstanding Paragraph 13.13.1 above, in an emergency, Lessee will notify Government as soon as practicable of its emergency ACM responses. Lessee shall be responsible for monitoring the condition of existing ACM on Leased Premises for deterioration or damage and accomplishing repairs or abatement pursuant to the applicable conditions of this Lease.

13.14 Lessee shall indemnify and hold harmless Government from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal arising from Lessee's occupancy, use or operations, or any other action by Lessee or any sublessee giving rise to Government liability, civil or criminal, or

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any other action by Lessee or any sublessee giving rise or responsibility under Federal, state or local environmental laws. Lessee's obligations hereunder shall apply whenever Government incurs costs or liabilities for Lessee's activities or activities of any sublessee as provided hereunder. This provision shall survive the expiration or termination of this Lease.

13.15 Storage, treatment or disposal of toxic or hazardous materials on the Leased Premises is prohibited excepted as authorized by Government in accordance with 10 U.S.C. § 2692.

13.16 The responsibility of the Government to indemnify and hold harmless the Lessee and any sublessees against toxic torts and other environmental claims shall be in accordance with Public Law 102-484, Section 330, as amended.

14. **TERMINATION:**

14.1 The Government shall have the right to terminate this lease upon (60) days written notice, at any time, without prior notice, and regardless of any lack of breach by Lessee of any of the terms and conditions of this lease. In the event that the Government shall elect to terminate this lease on account of the breach by Lessee of any of the terms and conditions hereof the Government shall be entitled to recover and Lessee shall pay to the Government:

The Costs incurred in resuming possession of the Leased Property.

The Costs incurred in performing any obligation of the part of Lessee to be performed hereunder.

14.2 Termination by Lessee: Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the Government in the event of damage to or destruction of all of the improvements on the Leased Property or such a substantial portion thereof as to render the Leased Property incapable of use for the purposes for which it is leased hereunder; Provided, (1) the Government either has not authorized or directed the repair, rebuilding or replacement of the improvements or has made no provision for payment for such repair, rebuilding or replacement by application of insurance proceeds or otherwise, and (2) that such damage or destruction was not occasioned by the fault nor negligence of Lessee or any of its officers, agents, servants, employees, subtenants, licensees or invitees, or by any failure or refusal on the part of Lessee to fully perform its obligations under this lease.

15. **ENVIRONMENTAL CONTAMINATION:**

In the event environmental contamination is discovered on Leased Premises which creates, in Government's determination, an imminent and substantial endangerment to human health or the environment which necessitates evacuation of Leased Premises, and notwithstanding any other termination rights and procedures contained in this Lease, Lessee shall vacate or require any sublessee to vacate Leased Premises immediately upon notice from Government of the existence of such a

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condition. Exercise of this right by Government shall be without liability, except that Lessee shall not be responsible for the payment of consideration, the amount of deduction to be determined on a daily pro-rata basis, during the period Leased Premises is vacated. Government's exercise of this right herein to order the Leased Premises immediately vacated does not alone constitute a termination of the Lease, but such right may be exercised in conjunction with any other termination rights provided in this Lease or by law.

16. **NON-ENVIRONMENTAL INDEMNIFICATION BY LESSEE:**

Lessee shall indemnify, defend, and save Government harmless and shall pay all costs, expenses and reasonable attorney's fees for all trial and appellate levels and post judgment proceedings in connection with any fines, suits, actions, damages, liability, causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by Lessee and the employees, agents, servants, guests, invitees, contractors and sublessees of Lessee. These include, but are not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of Lessee or the employees, agents, servants, guests, invitees and sublessees of Lessee. This indemnification also applies to claims arising out of the furnishing of any utilities or services by Government or any interruption therein or failure thereof, whether or not the same shall be occasioned by the negligence or lack of diligence of Lessee, its officers, agents, servants, employees or sublessees. However, this indemnity shall not extend to damages due to the sole fault or negligence of Government or its contractors. This covenant shall survive the termination of this Lease.

17. **INSURANCE:**

17.1 At the commencement of this Lease, Lessee shall obtain, from a reputable insurance company or companies, comprehensive general liability insurance. Comprehensive general liability insurance shall provide coverage in an amount not less than a minimum combined single limit of $5,000,000, 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 Lessee, sublessees, contractors and invitees under the terms of this Lease. Comprehensive general liability insurance shall provide coverage in an amount not less than $3,000,000 per occurrence with respect to personal injury or death, and $3,000,000 per occurrence with respect to property damage. Lessee shall require its insurance company to furnish Government a copy of the policy or policies, or if acceptable to Government, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by Government every three years or upon renewal or modification of this Lease.

17.2 As to those structures and improvements on Leased Premises constructed by or owned by Government, Lessee shall procure and maintain at Lessee's cost a

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standard fire and extended coverage insurance policy or policies on Leased Premises. Fire and extended liability insurance coverage shall be provided in the amount of $3,000,000, to demolish damaged or destroyed structures and improvements, remove debris, and clear the Leased Premises. 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 Government, shall be payable to Lessee to be used solely for the demolition of damaged or destroyed structures and improvements, removal of debris and clearance of the Leased Premises or for repair, restoration, or replacement of the property damaged or destroyed. Any balance of the proceeds not required for such purposes shall be paid to Government. If Government does not elect, by notice in writing to the insurer within thirty (30) calendar days after the damage or destruction occurs, to have the proceeds paid to Lessee for the purposes herein above set forth, then such proceeds shall be paid to Government, provided however that the insurer, after payment of any proceeds to 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 Lessee. Nothing herein contained shall be construed as an obligation upon Government to repair, restore or replace Leased Premises or any part thereof.

17.3 If and to the extent required by law, Lessee shall provide workmen's compensation or similar insurance in form and amounts required by law.

17.4 During the entire period this Lease shall be in effect, Lessee shall require its contractors or sublessees or any contractor performing work at Lessee's or sublessee's request on Leased Premises to carry and maintain the insurance required below:

17.4.1 Comprehensive general liability insurance, in the amount described in Addendum (a).

17.4.2 Workman's compensation or similar insurance in form and amounts required by law.

17.5 All insurance which this Lease requires Lessee or sublessee to carry and maintain or cause to be carried or maintained shall be in such form, for such periods of time, and with such insurers as Government may reasonably require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance will name Government as an additional insured, provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Lessee or Government or any other person, provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) calendar days after receipt by Government of written notice thereof; provide that the insurer shall have no right of subrogation against Government; and be reasonably satisfactory to Government in all other respects. In no circumstances will Lessee be entitled to assign to any third party, rights of action which Lessee may have against Government.

Lessee and sublessees shall deliver or cause to be delivered promptly to Government a certificate of insurance evidencing the insurance required by this Lease and shall also

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deliver prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

18. **LABOR PROVISION:**

During the term of this Lease, Lessee agrees as follows:

18.1 Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Government setting forth the provisions of this nondiscrimination clause.

18.1.1 Lessee shall, in all solicitations or advertisements for employees placed at Leased Premises by or on behalf of Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

18.1.2 Lessee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by Government, advising the labor union or worker's representative of Lessee's commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.1.3 Lessee shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

18.1.4 Lessee shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.

18.1.5 In the event of Lessee's noncompliance with the equal opportunity clause of this Lease or with any of said rules, regulations or orders, this lease may be canceled, terminated or suspended in whole or in part and Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September

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24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

18.1.6 Lessee will include the above provisions in every sublease unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee. Lessee will take such action with respect to any sublessee as Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Lessee becomes involved, or is threatened with litigation with sublessee as a result of such direction by Government, Lessee may request the United States to enter into such litigation to protect the interest of the United States.

18.2 This Lease, to the extent that it is a contract of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and exceptions of said law.

18.2.1 Lessee shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Lease to work in excess of 40 hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such work week. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of Lessee's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits or the basic hourly rate contained in the wage determination, whichever is greater.

18.2.2 In the event of any violation of the provision of Paragraph 18.2.1, Lessee shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph 18.2.1 in the sum of ten $10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard work week of 40 hours without payment of the overtime wages required by Paragraph 18.2.1.

18.3 In connection with the performance of work required by this Lease, Lessee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

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All correspondence in connection
with this contract should include reference to:

19. **SUBMISSION OF NOTICES:**

Notices shall be sufficient under this Lease if made in writing and to the following addressees:

Lessee:

The Hawaii Community Development Authority
Ms. Tesha Malama
Kalaeloa Director of Planning and Development
677 Ala Moana Boulevard, Suite 1001
Honolulu, HI 96813

Government:

Navy BRAC Program Management Office West
Ms. Elizabeth Larson
1455 Frazee Road, Suite 900
San Diego, CA 92108

The individuals so designated above shall be the representatives of the parties and the points of contact during the period of this Lease.

20. **AUDIT:**

This Lease shall be subject to audit by any and all cognizant Government agencies. Lessee shall make available to such agencies for use in connection with such audits all records which it maintains with respect to this Lease and copies of all reports required to be filed hereunder.

21. **AGREEMENT:**

This Lease shall not be modified unless in writing and signed by both parties. No oral statements or representation made by, for or on behalf of either party shall be a part of this Lease. Should a conflict arise between the provisions of this Lease and any exhibit hereto, or any other agreement between Government and Lessee, the provisions of this Lease shall take precedence.

22. **FAILURE TO INSIST ON COMPLIANCE:**

The failure of Government 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 Government's right to the future performance of any such terms, covenants or conditions and Lessee's obligations in respect to such future performance shall continue in full force and effect.

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All correspondence in connection
with this contract should include reference to:

23. **DISPUTES:**

23.1 This lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) (the Act).

23.2 Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

23.3 "Claim", as used in this clause, means a written demand or written assertion by Lessee or Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or 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 claimant. However, a written demand or written assertion by Lessee seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph 23.4 below. A voucher, invoice or other routine request for payment that is not in dispute when submitted, is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time. "Command" used in this clause means the BRAC Project Management Office.

23.4 A claim by Lessee shall be made in writing and submitted within six (6) years after accrual of the claim, to the Command, for a written decision. A claim by the Government against Lessee shall be subject to a written decision by the Command.

23.4.1 Lessee shall provide the certification specified in subparagraph 23.4.3 of this clause when submitting any claim:

(a) Exceeding $100,000; or
(b) Regardless of the amount claimed, when using:
(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to use in accordance with the Administrative Dispute Resolution Act (ADRA).

23.4.2 The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

23.4.3 The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which Lessee believes Government is liable; and that I am duly authorized to certify the claim on behalf of Lessee."

23.4.4 The certification may be executed by any person duly authorized to bind Lessee with respect to the claim.

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

23.6 The Command's, decision shall be final unless Lessee appeals or files a suit as provided in the Act.

23.7 At the time a claim by the Lessee is submitted to Command or a claim by Government is presented to Lessee, the parties, by mutual consent, may agree to use ADR. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to employ in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in Paragraph 23.4.3 of this clause, and executed in accordance with Paragraph 23.4.4 of this clause.

23.8 Government shall pay interest on the amount found due and unpaid by Government from (1) the date the Command receives 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. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Command initially receives the claim. 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 Command 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.

23.9 Lessee shall proceed diligently with the performance of Lease, pending final resolution of any request for relief, claim, appeal or action arising under Lease, and comply with any decision of the Command.

24. **COVENANT AGAINST CONTINGENT FEES:**

Lessee warrants that no person or 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 bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to annul this Lease without liability or in its discretion, to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

25. **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 benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

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All correspondence in connection
with this contract should include reference to:

26. **LIENS:**

Lessee shall promptly discharge or cause to be discharged any valid lien, right in rem, claim or demand of any kind, except one in favor of Government, which at any time may arise or exist with respect to the Leased Property or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by Lessee, or should Lessee or sublessee be declared bankrupt or make an assignment on behalf of creditors, or should the leasehold estate be taken by execution, Government reserves the right to take immediate possession without any liability to Lessee or any sublessee. Lessee and any sublessee shall be responsible for any costs incurred by Government in securing clear title to its property.

27. **TAXES:**

Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments and similar charges which, at any time during the term of this Lease, may be imposed upon Lessee with respect to Leased Premises. Title 10 United States Code, Section 2667(e) contains the consent of Congress to the Taxation of Lessee's interest in Leased Premises, whether or not the Leased Premises are in an area of exclusive federal jurisdiction. Should Congress consent to taxation of Government's interest in the property, this Lease will be renegotiated.

28. **SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY:**

This Lease is subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in and upon Leased Premises or any portion thereof and to the right of Government to grant such additional easements and rights-of-way over, across, in and upon Leased Premises as it shall determine to be in the public interest; provided that any such additional easement or right-of-way shall be conditioned on the assumption by the grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights-of-way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any Federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over Leased Premises as shall be necessary for the performance of their duties with regard to such facilities.

29. **INGRESS-EGRESS AND PARKING:**

Lessee and any sublessees will be granted reasonable access to Leased Premises under this Lease. Such access will be coordinated with Government. As a condition, Lessee and any sublessees agree to adhere to all base rules and regulations regarding installation security, ingress, egress, safety and sanitation as may be prescribed from time to time by Government. Parking will be coordinated with Government.

Gov't _____

Lessee _____

All correspondence in connection
with this contract should include reference to:

30. **ADMINISTRATION:**

Except as otherwise provided for under this Lease, Government shall, under the direction of the BRAC Project Management Office, have complete charge of the administration of this Lease, and shall exercise full supervision and general direction thereof insofar as the interests of Government are affected.

31. **SURRENDER:**

Upon the expiration of this Lease or its prior termination, Lessee shall quietly and peacefully remove itself and its property from Leased Premises and surrender the possession thereof to Government. Government may, in its discretion, declare any property which has not been removed from Leased Premises upon expiration or termination provided for above, as abandoned property upon an additional 30 calendar days notice.

32. **INTEREST:**

32.1 Notwithstanding any other provision of this Lease, unless paid within thirty (30) calendar days, all amounts that become payable by Lessee to Government under this Lease (net any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due. The rate of interest will be the Current Value of Funds rate published by the Secretary of Treasury pursuant to 31 U.S.C. 3717 (Debt Collection Act of 1982).

32.1.1 Amounts shall be due upon the earliest of:

32.1.1(a) the date fixed pursuant to this Lease,

32.1.1(b) the date of the first written demand for payment, consistent with this Lease, including demand consequent upon default termination,

32.1.1(c) the date of transmittal by Government to Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount,

32.1.1(d) if this Lease provides for revision of prices, the date of written notice to Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by Lease supplement.

33. **AVAILABILITY OF FUNDS:**

The Government's obligations under this Lease are subject to the availability of funds appropriated for such purposes. Nothing in this Lease shall be interpreted to require obligations or payments by Government which are in violation of the Anti-Deficiency Act (31 USC 1341).

Gov't _____

Lessee _____

All correspondence in connection
with this contract should include reference to:

34. **APPLICABLE RULES AND REGULATIONS:**

Lessee and any Sublessees shall comply with all Federal, State and local laws, regulations and standards that are applicable or may become applicable to Lessee's or Sublessee' activities on the Leased Premises. These include, but are not limited to, laws and regulations on the environment, construction of facilities, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. Lessee and any Sublessee are responsible for obtaining and paying for permits required for its operations under the Lease.

35. **SPECIAL PROVISIONS:**

35.1 Lessee is prohibited from extracting groundwater from the Leased Premises for any purpose.

35.2 Lessee is prohibited from using Building 36 for residential habitation or any occupancy without Navy and EPA approval.

35.3 Lessee is prohibited from accessing the boiler room located inside of Building 36 until asbestos remediation has been completed, and Navy approval has been given.

36. **EXHIBITS:**

Exhibit A	Map Depicting Leased Premises
Exhibit B	FOST
Exhibit C	Permitted Work

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below duly executed this Lease as of the day and year first above written.

GOVERNMENT:
THE UNITED STATES OF AMERICA

By: _____

Name: WILLIAM R. CARSILLO
REAL ESTATE CONTRACTING OFFICER
Title: DEPARTMENT OF THE NAVY

Date: 4/7/2008

Gov't _____

Lessee _____

All correspondence in connection
with this contract should include reference to:

LESSEE:

HAWAI COMMUNITY DEVELOPMENT AUTHORITY

Jonathan W. Y. Lai
Chairperson

Date: 4/7/08

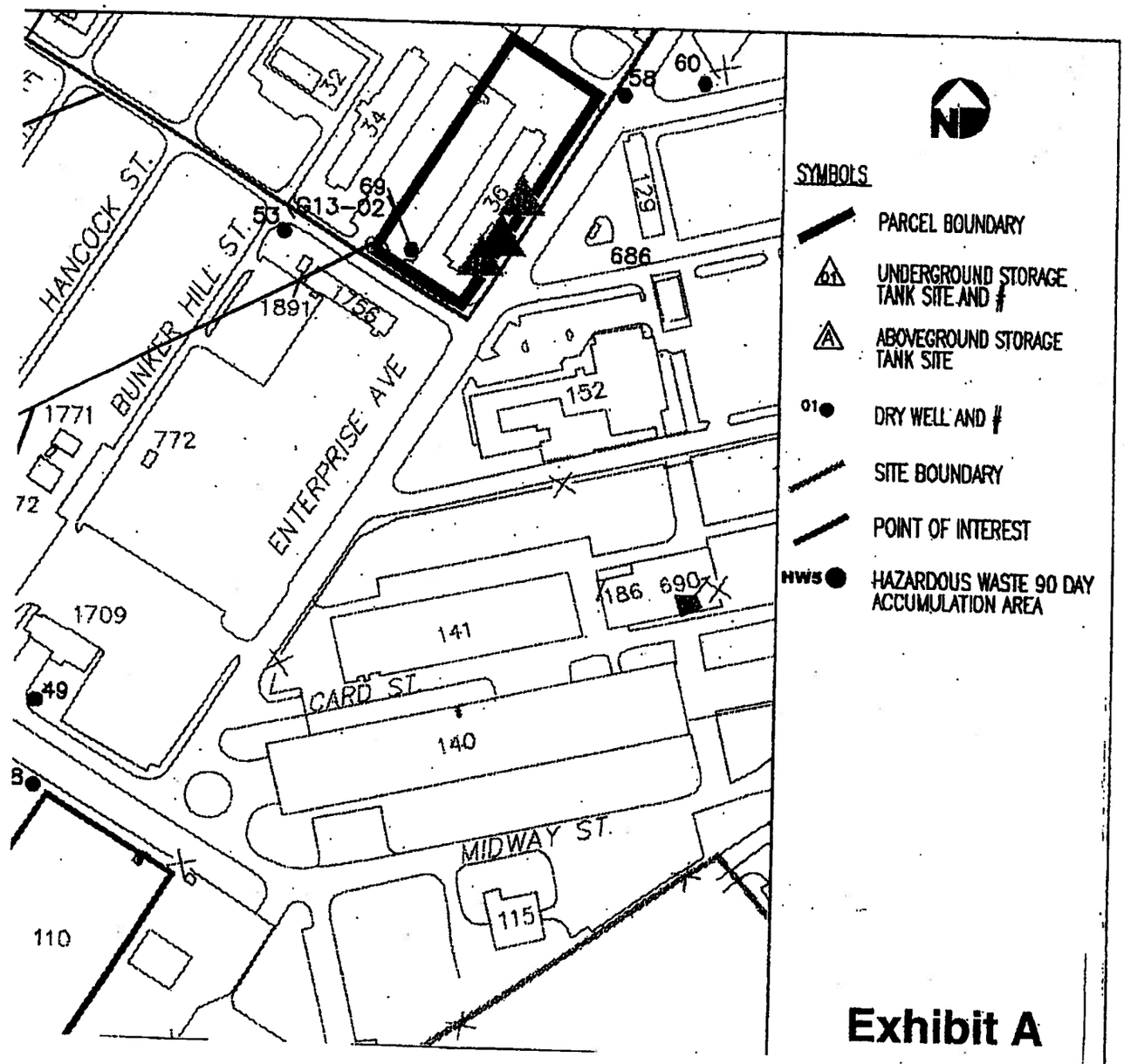
APPROVED AS TO FORM

Eugene Won
Deputy Attorney General
Department of the Attorney General
State of Hawaii

Date: April 7, 2008

Gov't

Lessee


HANCOCK ST.
BUNKER HILL ST.
ENTERPRISE AVE
CARD ST.
MIDWAY ST.
32
34
36
58
60
69
G13-02
53
1891
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772
72
1709
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186
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110
SYMBOLS
PARCEL BOUNDARY
UNDERGROUND STORAGE TANK SITE AND #
ABOVEGROUND STORAGE TANK SITE
DRY WELL AND #
SITE BOUNDARY
POINT OF INTEREST
HAZARDOUS WASTE 90 DAY ACCUMULATION AREA

Exhibit A

FINDING OF SUITABILITY TO TRANSFER
PROPERTY TO BE TRANSFERRED TO THE HONOLULU COMMUNITY COLLEGE
NAVAL AIR STATION BARBERS POINT
OAHU, HAWAII

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- 5. Deed Restrictions and Notifications
- 6. Notice of Hazardous Substances
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- 12. Supporting Environmental Documents
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EXHIBIT B

Comprehensive Long-Term Environmental Action Navy (CLEAN) II
Contract No. N62742-94-D-0048
Contract Task Order No. 0066□□

Finding of Suitability to Transfer

Property to be Transferred to the Honolulu Community College Naval Air Station Barbers Point, Oahu, Hawaii

Prepared for:

Department of the Navy
Commander, Pacific Division
Naval Facilities Engineering Command
Pearl Harbor, Hawaii 96860-3134

Prepared by:

Earth Tech, Inc.
700 Bishop Street, Suite 900
Honolulu, Hawaii 96813

and

Tetra Tech EM Inc.
2828 Paa Street, Suite 3080
Honolulu, Hawaii 96819

May 1999

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ACRONYMS AND ABBREVIATIONS

ACM	asbestos-containing materials
AST	aboveground storage tank
BCT	BRAC Cleanup Team
BRAC	Base Realignment and Closure
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERFA	Community Environmental Response Facilitation Act
CFR	Code of Federal Regulations
DoD	Department of Defense
Earth Tech	Earth Tech, Inc.
EBS	Environmental Baseline Survey
ECP	Environmental Condition of Property
EPA	Environmental Protection Agency
EIS	Environmental Impact Statement
FOST	Finding of Suitability to Transfer
HCC	Honolulu Community College
HDOH	State of Hawaii Department of Health
LBP	lead-based paint
mg/kg	milligrams per kilogram
NAS	Naval Air Station
Navy	Department of the Navy
NEPA	National Environmental Policy Act
Ogden	Ogden Environmental and Energy Services Co., Inc.
OHM	OHM Remediation Services
OWS	oil/water separator
PCB	polychlorinated biphenyl
POI	point of interest
RI	Remedial Investigation
U.S.	United States
USC	United States Code
UST	underground storage tank

1. INTRODUCTION

1.1 PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental findings and suitability for transfer of real property at Naval Air Station (NAS) Barbers Point, Oahu, Hawaii, to Honolulu Community College (HCC). The parcels became available through the Base Closure and Realignment Act (BRAC) and are being transferred under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 United States [U.S.] Code [USC] Section 9620 (h)). The anticipated use of this property is for use as flight training.

1.2 BACKGROUND DOCUMENT REVIEW

The basewide environmental baseline survey (EBS) (Ogden 1994) provided overall descriptions of environmental issues at NAS Barbers Point, but did not describe site-specific environmental conditions at the parcels summarized in this FOST. Since completion of the basewide EBS in 1994, environmental conditions may have changed, and additional investigations and remediation activities have been performed at NAS Barbers Point. This document is based on information from the basewide EBS, parcel-specific EBS data gathered for the FOST, as well as review of the documents listed in Section 12.

During the investigative activities performed for this FOST, the basewide EBS information was updated by:

- Conducting a follow-up site reconnaissance in January 1999 of parcels covered by this FOST to identify any factors or changes that have occurred since the completion of the basewide EBS (Ogden 1994)
- Interviewing Navy personnel and contractors regarding the presence of hazardous wastes and other environmental factors

2. PROPERTY DESCRIPTION

The property consists of two parcels of land totaling 8 acres. One of the two parcels, located north of runway 11, includes Hangar 111 and adjacent facilities 189, 623, 696, and 1952. The other parcel, located in the "urban core" of the installation, north of the intersection of runways 4 and 11, consists of Building 36. Subsurface utilities located on the parcels include sanitary sewer, electrical lines, and water lines. In addition, storm drains and dry wells are located on the parcels. The property will be used as college facilities for flight training. Figure 1 shows the HCC parcels and surrounding portions of NAS Barbers Point. Table 1 provides a list of facilities on the parcels.

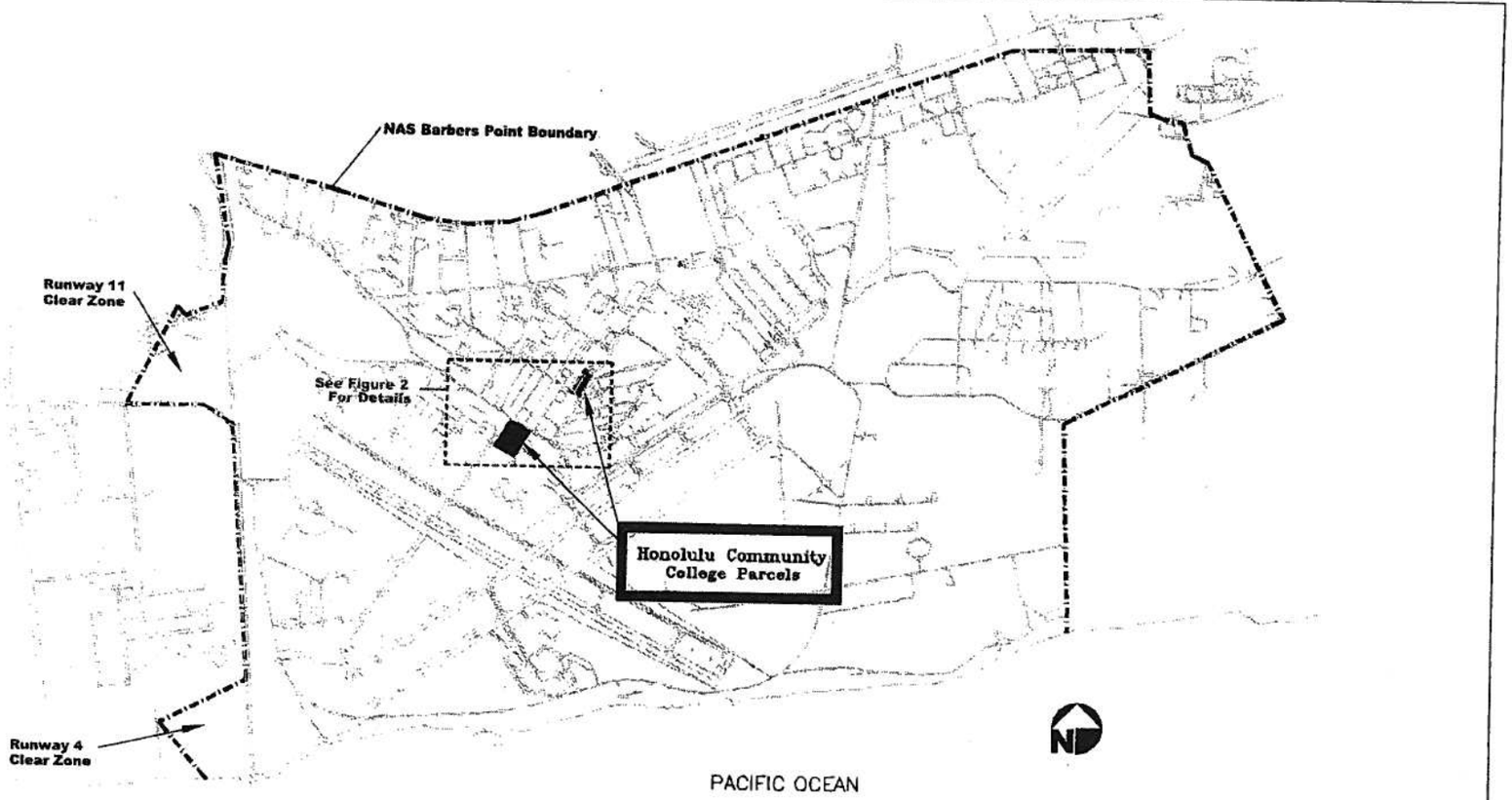


FIGURE 1

LOCATION OF HONOLULU COMMUNITY COLLEGE PARCELS, NAS BARBERS POINT

Table 1: Buildings on Parcels to be Transferred to the Honolulu Community College

Building/Facility No.	Building/Facility Description	Year of Construction	Area (ft^2)
36	Enlisted Mens Quarters	1957	27,621
111	Maintenance Hangar	1942	109,848
189	Ready Magazine	1943	90
623	Maintenance Hangar	1943	165
696	Squadron Storage	1943	90
1952	Storage Building	1991	900

Notes:
ft^2 Square feet

3. NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE

Environmental impacts of the proposed disposal and reuse of NAS Barbers Point have been analyzed in an Environmental Impact Statement (EIS) as required by the National Environmental Policy Act (NEPA) of 1969. The draft EIS was released for public comment in August 1998. The proposed transfer will not have a significant impact on existing environmental contamination or public health and safety. The final EIS was completed in February 1999 and the Record of Decision is expected to be signed in May 1999.

4. ENVIRONMENTAL CONDITION OF THE PROPERTY

The Department of Defense (DoD) established seven environmental condition of property (ECP) area types to assess whether a particular property is suitable for transfer:

Area Type 1	Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas)
Area Type 2	Areas where only release or disposal of petroleum products has occurred
Area Type 3	Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response
Area Type 4	Areas where release, disposal, and/or migration of hazardous substances has occurred and all removal or remedial actions to protect human health and the environment have been taken
Area Type 5	Areas where release, disposal, and/or migration of hazardous substances has occurred and removal or remedial actions are underway, but all required response actions have not yet been taken
Area Type 6	Areas where release, disposal, and/or migration of hazardous substances has occurred, but required actions have not yet been implemented
Area Type 7	Areas that are not evaluated or require additional evaluation

The DoD ECP area type classifications describe the potential for environmental contamination of property and the property's suitability for transfer in accordance with CERCLA. Of the seven classifications, ECP area types 1 through 4 are eligible for transfer without deferral of required environmental covenants described in Section 10. The ECP area type for the property to be

transferred to the HCC is based on information gathered during activities described in Section 1.2. Although there is no record or evidence of a release or disposal at most of the property, the HCC parcels are classified as ECP area type 3 because low concentrations of hazardous substances were detected in the regional groundwater system beneath NAS Barbers Point.

There are two points of interest (POI) sites, POI-29 and POI-47, on the parcels. The portion of POI-29, Hangars 110 and 111, that is included within the parcel did not require any investigative or cleanup actions under CERCLA. POI-47, the basewide Dry Well Network, was determined to pose no threat to human health and the environment, and is classified as ECP area type 3. The site is discussed in detail in Section 5.1.5.

5. DEED RESTRICTIONS AND NOTIFICATIONS

The documents listed in Section 12 were evaluated to identify environmental factors and resources that may warrant constraints on certain activities to substantially minimize or eliminate any threat to human health and the environment. Such constraints are described in a FOST as restrictions to be included in the deed or as specific notifications in the deed or other documents supporting the transfer of the property. The environmental factors and resources considered for this FOST are described in the following sections and listed in Table 2. Figure 2 presents the environmental features for this property.

Environmental factors and resources that require deed notifications and restrictions are discussed in Section 5.1. Each item identified with an "X" in the "Yes" column is discussed in Section 5.1.

Environmental factors and resources that do not pose a threat to human health or the environment and, as a result, require neither deed restrictions nor notifications to the transferee are discussed in Section 5.2 because they are disclosure issues or document the environmental status of the property.

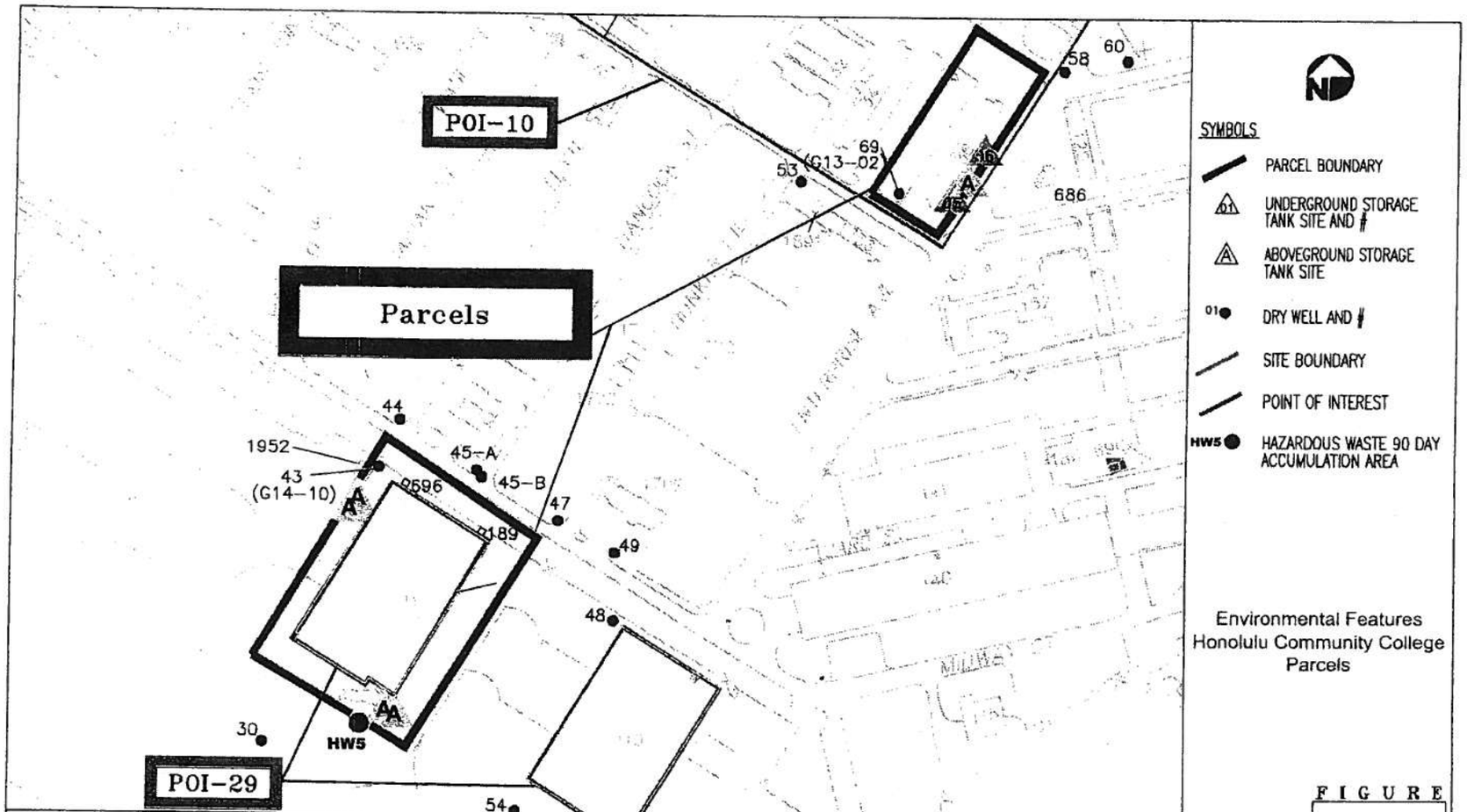
5.1 ENVIRONMENTAL FACTORS AND RESOURCES THAT POSE CONSTRAINTS

Based on an evaluation of the documents listed in Section 12 and consideration of the environmental factors and resources discussed below, certain constraints on the use of the property by the transferee are required. The restrictions and notifications resulting from the evaluation of the factors requiring constraints are presented in the following subsections.

5.1.1 Storage Tanks

The following subsections discuss underground storage tanks (USTs) and aboveground storage tanks (ASTs) and associated fuels lines at the HCC parcels.

Underground Storage Tanks. The two USTs (BP-05 and BP-06) located on the HCC parcels have been removed, and the sites have been closed in accordance with 40 Code of Federal Regulations (CFR) 280 and the Hawaii Underground Storage Tank Act, Section 342L. Releases from these boiler USTs were removed from the site during soil remediation activities. No further action is required. Table 3 presents the status of the USTs formerly located on the HCC parcels.



SYMBOLS

- PARCEL BOUNDARY
- UNDERGROUND STORAGE TANK SITE AND #
- ABOVEGROUND STORAGE TANK SITE
- DRY WELL AND #
- SITE BOUNDARY
- POINT OF INTEREST
- HAZARDOUS WASTE 90 DAY ACCUMULATION AREA

Environmental Features
Honolulu Community College
Parcels

FIGURE

2

LOCATION OF HONOLULU COMMUNITY COLLEGE PARCELS, NAS BARBERS POINT

Table 2: Environmental Factors, HCC Parcels

Deed Restriction or Notification Required? No	Yes	Environmental Factors Considered
Environmental Restoration, Hazardous Substances, and Petroleum		
X		Hazardous Materials/Hazardous Wastes
X		Installation Restoration Program (IRP)/Point of Interest (POI) Sites
	X	Petroleum Products and Derivatives (Storage Tanks)
X		Medical/Biohazardous Waste
X		Oil/Water Separators
X		Unexploded Ordnance
X		Radioactive and Mixed Wastes
	X	Groundwater System
X		Pesticides
Disclosure Factors/Resources		
	X	Asbestos-Containing Materials
X		Drinking Water Quality
X		Lead-Based Paint (Housing)
	X	Lead-Based Paint (Facilities other than Housing)
X		Polychlorinated Biphenyls
X		Radon
Other Factors		
X		Air Conformity/Air Permits
X		Wastewater/Stormwater/Surface Water
	X	Dry Wells
X		Cultural Resources
X		Threatened and Endangered Species
X		Septic Tanks
X		Wetlands

Table 3: Underground Storage Tanks

UST Number	POI	Building/Location	Year Installed	Capacity (gallons)	Type of Construction	Contents	Status	Cleanup Action
BP-05	10	36	1960	660	Steel	Diesel	Removed	Removal complete. No further action required.
BP-06	10	36	1960	990	Steel	Fuel oil	Removed	Removal complete. No further action required.

Notes:
POI Point of interest
UST Underground Storage Tank

Aboveground Storage Tanks. Table 4 provides a description of the former and current ASTs within the property to be transferred to the HCC. There is no documented evidence of releases from these ASTs, and no evidence of release was observed during the site reconnaissance in January 1999. Operational ASTs at NAS Barbers Point must be in compliance with 40 CFR Part 112, which requires that facilities with a total AST capacity of greater than 1,320 gallons have secondary

containment of sufficient capacity for the largest single container, plus freeboard for precipitation. Operators are required to regularly inspect the tanks for leaks and to periodically test the integrity of the tank and associated piping system.

The AST will remain in use until base closure, at which time it will be cleaned and assessed for leaks. If the tank still exhibits no evidence of leaks at base closure, it will be transferred to the HCC. If a tank should leak prior to property transfer, it will be taken out of service, and any associated contamination will be remediated. The active AST is constructed with the proper

Table 4: Aboveground Storage Tanks

Building/ Location	Capacity (gallons)	Type of Construction	Contents	Status	Further Response Actions
36	660	Steel	Diesel	Operational	To remain in place after base closure unless leaks are detected. If leaks are detected, tank will be removed, and any associated contamination will be remediated.
111	2 x 250	Steel	Waste oil	Removed	None
111	2 x 250	Steel	Waste oil	Removed	None

containment requirements; based on the visually observed physical condition of the AST, it is unlikely that the tank will leak before base closure.

Fuel Lines. Fuel lines associated with ASTs and USTs were drained of free product and closed in place at tank sites that are no longer operational. Fuel lines associated with the AST still in operation will be inspected and cleaned (if necessary).

Notification

- The transferee will be responsible for all maintenance and future releases at the AST. If the tank shows evidence of release in June 1999, when it is no longer required by the base, then it will be removed. Any necessary remediation will be conducted by the Navy in late 1999.

5.1.2 Regional Groundwater System

Regional groundwater quality at NAS Barbers Point was investigated during the remedial investigation (RI) for basewide POI-49. Hazardous substances were detected in groundwater in several localized areas; however, they were detected at low concentrations that posed no threat to human health or the environment. Furthermore, concentrations of hazardous substances in groundwater appear consistent throughout the aquifer underlying NAS Barbers Point, and with the exception of one area not included in the property to be transferred to the HCC, do not appear to be the result of releases attributed to base activities. Groundwater underlying NAS Barbers Point is not currently used for domestic water supply purposes and requires desalination before use as drinking water. Regional groundwater monitoring will continue at NAS Barbers Point until cleanup actions at all sites on NAS Barbers Point being addressed to support property transfer have been completed

(2003, at the latest). There are no monitoring wells present on the property to be transferred to HCC.

Restriction

- Transferee is prohibited from extracting groundwater from the property for any purpose until regional groundwater monitoring activities are completed, unless the transferee notifies the Navy before installing a well(s) and performs sampling required under all applicable regulations and standards, including the Safe Drinking Water Act.

5.1.3 Asbestos-Containing Materials

Asbestos surveys were conducted in 1993, 1994, and 1998 to identify asbestos-containing material (ACM) in facilities to be transferred. Table 5 provides a summary of the asbestos surveys performed in the HCC parcels and a description of ACM identified in each of the facilities in the parcels. ACM was identified only in Hangar 111 and Building 36; the ACM in these buildings was found to be in good condition and was not removed or replaced.

Table 5: Summary of Asbestos Surveys

Facility Number	Facility Description	Summary of Asbestos Inspections	Required Action
36	Enlisted Mens Quarters	ACM identified in floor tiles and roof were noted to be in good condition in June 1998.	None
111	Maintenance Hangar	ACM identified in some floor tiles, wall panels, putty, and tar were all noted to be in good condition in June 1998.	None
189	Ready Magazine	No asbestos-containing materials identified.	None
623	Maintenance Hangar	No asbestos-containing materials identified.	None
696	Squadron Storage	No asbestos-containing materials identified.	None
1952	Storage Building	No material suspected of containing asbestos was identified.	None

Notes:
Surveys were conducted in December 1993, Fall 1994, and in June 1998.
ACM Asbestos-containing material

Sources:
"Asbestos Inspection Report (Final) for Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. February 1998.
"Asbestos Reinspection Report (Final) for Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. February 1999.

Notification

- Transferee will be notified that ACM is or may be present in some portions of the buildings on the HCC parcels. Asbestos identified in Buildings 36 and 111 is in good condition. The transferee will be responsible for complying with all applicable federal, state, and local laws and regulations relating to ACM.

5.1.4 Lead-Based Paint

DoD policy for lead-based paint (LBP) states that the Navy must comply with all applicable federal, state, and local laws and regulations regarding LBP hazards. The Federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of Public Law 102-550) (the Act), applies only to the transfer of "target housing" on federal property. The Act provides for regulation of the abatement of

lead hazards from LBP, lead-contaminated dust, and lead-contaminated soil for target housing only. The Act defines "target housing" as "any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing for the elderly or persons with disabilities), and any 0-bedroom dwelling" (such as a dwelling that does not have separate bedrooms in each residential unit). In addition, 35 CFR Part 745, requires that any seller or lessor must disclose known LBP or LBP hazards on residential housing built before 1978. Because the proposed transfer of NAS Barbers Point will not involve any "target housing," the Navy has not implemented a LBP abatement program.

The Navy conducted LBP surveys at 500 structures at NAS Barbers Point in 1993 and 1994; 60 percent of the surveyed buildings contained LBP. Table 6 provides the results of the surveys for the HCC parcels. Since the facilities are not "target housing" as defined by the Federal Residential Lead-Based Paint Hazard Reduction Act of 1992, no abatement actions are required or planned.

Table 6: Summary of Lead-Based Paint Surveys

Facility Number	Facility Description	Summary of Lead-based Paint Inspection	Required Action
36	Enlisted Mens Quarters	LBP observed to be in good condition (20,500 ft^2).	None
111	Maintenance Hangar	Some LBP observed to be in damaged condition (155,780 ft^2).	None
189	Ready Magazine	No LBP detected.	None
623	Maintenance Hangar	LBP observed to be in good condition (520 ft^2).	None
696	Squadron Storage	No LBP detected.	None
1952	Storage Building	Not tested for lead (constructed in 1991).	None

Notes:
LBP Lead-based paint

Sources:
"Lead-Based Paint Inspection Report (Final) for Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. August 1998.

Notification

- Lead-based paint may be present in facilities built prior to 1978 (Buildings 36, 111, and 623). HCC will be responsible for managing all lead-based paint and potential lead-based paint in compliance with all applicable federal, state, and local laws and regulations.

Restriction

- Transferee is prohibited from using existing structures on the property for residential habitation and any occupancy by children under 6 years of age unless transferee removes all LBP hazards and all potential LBP hazards from the structures.

5.1.5 Dry Well Network

The Dry Well Network at NAS Barbers Point is used mainly to facilitate stormwater runoff; however, domestic sewage and industrial wastes were discharged to several of the dry wells located near buildings and airplane hangars. Dry wells are classified as underground injection control (UIC) wells, as defined by the Safe Drinking Water Act. A RI was conducted at the Dry Well Network at

NAS Barbers Point (referred to as basewide POI-47). Results of the RI indicated that sediments in several dry wells contained hazardous substances; however, the impacted sediments posed no threat to human health or the environment, and no action was required under CERCLA. In 1998 and early 1999, the Navy removed sediments containing hazardous substances at levels that could pose a disposal problem to future property owners (i.e., exceeded hazardous waste levels) as a maintenance action.

Two dry wells are present on property to be transferred to HCC. Data from the RI conducted from 1994 to 1995 indicate that samples from dry well 43 (also referred to as G14-10), located near the western corner of Hangar 111, did not contain contaminants with concentrations exceeding hazardous waste criteria. Sediments in dry well 69 (also referred to as G13-02), located in the driveway of the parking lot adjacent to Building 36, were removed in August 1998. The Dry Well Network does not pose a threat to human health or the environment at the property to be transferred to the HCC.

Notification

- The transferee shall apply for UIC permits with the State of Hawaii Department of Health (HDOH) for dry wells on the property. The transferee will be responsible for complying with the requirements of the permits.
- The transferee is notified that if sediment is removed from the dry wells, the transferee is required to dispose of the sediment off site in an appropriate facility in accordance with applicable laws and regulations.

5.2 Environmental Factors and Resources That Pose No Constraints

Based on an evaluation of the documents listed in Section 12 and consideration of the environmental factors and resources discussed below, no specific restrictions in the transfer document are required with respect to these factors, which are discussed in the following sections.

5.2.1 Hazardous Materials/Wastes Management

Past activities on the property to be transferred to the HCC included hazardous waste generation. Hazardous substance notification information, as well as a description of hazardous substances previously associated with the property, are presented in Section 6. One hazardous waste 90-day accumulation site (HW5) is located on the HCC parcel near Building 623. This site consists of an area approximately 25 feet by 35 feet, which is asphalt-lined and surrounded by a chain-link fence. The site was visually inspected on February 12, 1999 to identify cracks or holes that may indicate that the integrity of the pad had been compromised. During the survey, it was determined that the integrity of HW5 had not been compromised, and no further action was required. HW5 will be closed when the base no longer needs it.

5.2.2 Installation Restoration/Point of Interest Sites

A portion of POI-29, Hangars 110 and 111, is located on the property to be transferred to HCC. Substation S110 was investigated under the IR program. There is no evidence of a release for the portion of POI-29 located in the HCC property.

5.2.3 Radioactive Contamination

A historical radiological assessment was conducted by the Naval Sea Systems Command in February 1999 to identify potential, likely, or known sources or radioactive material and radioactive contamination at NAS Barbers Point. The HCC parcels were not identified as an area of potential radioactive contamination.

5.2.4 Pesticides

Pesticides are used at NAS Barbers Point to control mosquitoes, termites, and other pests. Herbicides are applied on runways and around landing lights and fencing to prevent vegetation growth. Table 7 provides a list of commonly used insecticides and herbicides at NAS Barbers Point. Records do not indicate the specific types of insecticides and herbicides used in the vicinity of the HCC parcel. Pesticides and herbicides, such as DDT and Malathion, that are now banned, are no longer used at NAS Barbers Point.

Table 7: Pesticides Used at NAS Barbers Point Since 1966

Insecticides	Herbicides
Aldrin	Monuron
Dieldrin	Atrazine
DDT	Amitrol
Chlordane	DSMA
Pentachlorophenol	Dalapon
Diazinon	Simazine
Malathion	2-4,D
Baygon	Krovar
Paris Green	Tordon 22K
Carbaryl	Pyrethrum
Resmethrin	

5.2.5 Polychlorinated Biphenyls

The Navy is required to remove or replace equipment containing polychlorinated biphenyls (PCBs) at concentrations greater than 50 milligrams per kilogram (mg/kg), or to reduce concentrations to below this level. The Navy conducted a survey of equipment at NAS Barbers Point from 1998 to 1999 to determine whether the equipment contains PCBs at concentrations greater than 50 mg/kg. There is no evidence of any transformers or other equipment containing PCBs at concentrations greater than 50 mg/kg on the property to be transferred to the HCC.

5.2.6 Radon

Radon gas generally accumulates in poorly ventilated locations and below grade areas such as basements. The regional geologic conditions at NAS Barbers Point indicate that areas of naturally occurring granitic material (the source of radon) are absent; as a result, radon is not expected to be a concern at NAS Barbers Point. Limited radon surveys were conducted in 1991 and as part of the EBS in 1993. Building 36 on the HCC parcel was surveyed and sampled. Analytical results were all nondetect for radon gas (<0.50 pCi/L). No federal, state, or local requirements currently exist for surveying and abating radon, so no further survey or abatement actions are required or planned.

6. NOTICE OF HAZARDOUS SUBSTANCES

CERCLA Section 120(h)(3) requires that each deed entered into for the transfer of federal property on which hazardous substances were stored, released, or disposed shall include a notice of the type and quantity of hazardous substances and of the time at which such storage, release, or disposal took place. This notice requirement was codified in 40 CFR Part 373, which provides that the notice requirement applies only when hazardous substances are or have been stored in quantities greater than or equal to 1,000 kilograms (1 kilogram if an "acutely" hazardous waste) or the hazardous substance's CERCLA reportable quantity.

Past activities on the property to be transferred to the HCC did include hazardous waste generation activities. Table 8 identifies the information available on hazardous wastes generated at Hangar 111. From the information available it is not known if storage of hazardous substances in quantities exceeding 40 CFR Part 373 levels has taken place. There were no reported releases of hazardous substances at these buildings and it is unknown what hazardous substances were being stored. Although historical storage information is unavailable, recently used hazardous substances are documented in Table 8.

Table 8: Notice of Hazardous Waste

Building/ Facility No.	Building/Facility Description	Hazardous Wastes[a]	Volume Generated[a]
111 (POI-29)	Maintenance Hangar	1. Lube oils, hydraulic fluids, paints, and paint strippers	1. 500 gal/yr
		2. Kerosene and naphthalene	2. 500 gal/yr
		3. Engine cleaning compound	3. 500 gal/yr
		4. Aircraft cleaning compound	4. 300 gal/yr
		5. JP-5	5. 10,000 gal/yr

Notes:
ft^2 Square feet
gal/yr gallons per year
a Limited information is known on hazardous substances stored, disposed, or released on the HCC parcels.
b It is not known whether these hazardous substances were stored at NAS Barbers Point each year.
Source:
"Initial Assessment Study of Naval Air Station Barbers Point, Hawaii." Naval Energy and Environmental Support Activity 13-048. June 1983.

7. REGULATORY AGENCY COORDINATION

As part of the President's 5-year plan for transferring excess federal property to local communities, the U.S. Environmental Protection Agency (EPA), HDOH, and Navy have organized a BRAC Cleanup Team (BCT) to coordinate remedial efforts at NAS Barbers Point. The U.S. EPA and HDOH were notified in November 1998 of the initiation of the FOST process. The draft FOST was provided to the BCT on March 12, 1999 for review and comment. Regulatory agency comments were received and were incorporated in the final FOST. The regulatory agencies will be provided with the final FOST to ensure their comments have been adequately addressed.

8. UNRESOLVED REGULATORY AGENCY COMMENTS

There are no unresolved regulatory agency comments.

9. PUBLIC COMMENTS

On March 10, 1999, public notice of the proposed transfer of the property to HCC was provided by publication in the Honolulu Advertiser and Honolulu Star-Bulletin. No comments were received from the public or the property recipient.

10. REQUIRED ENVIRONMENTAL COVENANTS

Factors or resources that require deed restrictions for the transfer of the HCC parcel at NAS Barbers Point have been identified in Section 5.1. The parcels covered by this FOST may be transferred in accordance with the Base Closure and Realignment Act. The deed for the transfer will contain the deed covenant required by CERCLA Section 120 (h)(3). The deed for the transfer of these parcels will include the following provisions:

a. A covenant warranting that

All remedial action necessary to protect human health and the environment with respect to any substances remaining on the property due to Navy activities has been taken before the date of such transfer.

Any additional remedial actions resulting from Navy activities found to be necessary after the date of such transfer shall be conducted by the U.S.

b. A clause granting

the U.S. access to the property in any case in which remedial action or corrective action is found necessary at the property after the date of such transfer.

11. FINDING OF SUITABILITY TO TRANSFER

The property to be transferred to HCC has been thoroughly assessed and evaluated for (a) the presence of hazardous substances and contamination on the property and (b) environmental impacts anticipated from intended use of the property subject to restrictions in Section 5. The future use of this property does not present a threat to human health or the environment. Therefore, the property is suitable for transfer.

P. W. MARSHALL
RADM, CEC, USN
Commander, Pacific Division
Naval Facilities Engineering Command

6/23/1999
Date

12 SUPPORTING ENVIRONMENTAL DOCUMENTS

This FOST is the result of a thorough analysis of information contained in the following documents listed in chronological order:

1. "Initial Assessment Study of Naval Air Station Barbers Point, Hawaii." Naval Energy and Environmental Support Activity 13-048. June 1983.
2. "Environmental Baseline Survey (EBS) Report, Naval Air Station Barbers Point, Oahu, Hawaii." Ogden Environmental and Energy Services Co., Inc. (Ogden). June 1994.
3. "Final Corrective Action Report, Remediation of Former Sites – Tanks Supporting Boiler Sites BP-3, BP-5/6, BP-9/10, BP-11/12, BP-13/14, BP-19/20, and BP-59, Naval Air Station Barbers Point, Oahu, Hawaii". OHM Remediation Services (OHM). August 1996.
4. "Community Redevelopment Plan, Naval Air Station, Barbers Point, Oahu, Hawaii." Helber, Hastert, and Fee Planners. March 1997.
5. "Community Redevelopment Plan, Amendment 1, Naval Air Station, Barbers Point, Oahu, Hawaii." Helber, Hastert, and Fee Planners. December 1997.
6. "Natural Resources Management Plan, Naval Air Station Barbers Point." Department of the Navy (Navy). December 1997.
7. "Base Realignment and Closure (BRAC) Cleanup Plan (BCP) for Naval Air Station Barbers Point, Oahu, Hawaii," Navy. January 1998.
8. "Asbestos Inspection Report (Final) for Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. February 1998.
9. "Lead-Based Paint Inspection Report (Final) for.Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. August 1998.
10. Aerial Photograph of the Vicinity of Hangar 111. Navy. August 1998.
11. "Oil Spill Prevention Control and Countermeasures (SPCC) Plan for Naval Air Station, Barbers Point. Navy. January 1999.
12. "Asbestos Reinspection Report (Final) for Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. February 1999.
13. "Final Environmental Impact Statement for the Disposal and Reuse of Naval Air Station Barbers Point, Hawaii." Navy. February 1999.
14. "Remedial Investigation Report for BRAC-Related Activities, Transformer Substation System, Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. February 1999.
15. "Historical Radiological Assessment and Survey Plan, Final Status Survey, Naval Air Station, Barbers Point, Hawaii." Naval Sea Systems Command Detachment Radiological Affairs Support Office. March 1999.
16. "Final Summary Report, Removal and Restoration of Asbestos Materials, Naval Air Station Barbers Point, Oahu, Hawaii." OHM. March 1999.
17. PCB Inventory: Equipment Database, Naval Air Station, Barbers Point. Earth Tech, Inc (Earth Tech). March 1999.

18. PCB Inventory: Substation Database, Naval Air Station, Barbers Point. Earth Tech. March 1999.

19. "Cultural Resources Management Plan: Naval Air Station Barbers Point." Navy. March 1999.

20. "Dry Well Network Investigation Report for BRAC-Related Activities Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. April 1999.

21. "Record of Decision for No Action and Restricted Land Use Sites, Naval Air Station, Barbers Point, Oahu, Hawaii." Navy. April 1999.

22. "Remedial Investigation Report for BRAC-Related Activities, Regional Groundwater System." Ogden. April 1999.

23. "Annotated Base Realignment and Closure Cleanup Plan, Naval Air Station, Barbers Point, Oahu, Hawaii." Navy. May 1999.

24. "Draft Survey and Sampling of Miscellaneous Units Report, Naval Air Station Barbers Point, Oahu, Hawaii." Earth Tech and Tetra Tech EM Inc. May 1999

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01100 - PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Project consists of the renovation of the UH Building #36 (Kalaeloa) Site.

1. Project Location: Barbers Point Naval Air Station, Kalaeloa, Oahu, Hawaii.

B. The Work consists of renovating the 3-story building that includes converting 3 existing dwelling units into accessible dwelling units; converting existing rooms into food storage, common kitchens, computer room and laundry rooms; renovating office and staff toilets; renovating stairways and ramps; installing metal stairway enclosures, constructing accessible parking stalls; repainting interiors; replacing signs, and installing plumbing and electrical work.

1. The Work includes

a. Sitework and Demolition:

(1) Selective demolition
(2) Site preparation and earthwork.
(3) Finish grading.
(4) Soil treatment for vegetation control.
(5) Chain link fences and gates.

b. Building Structure, Enclosure and Interior Construction:

(1) Cast-in-place concrete.
(2) Metal fabrications.
(3) Wood treatment and carpentry.
(4) Membrane waterproofing.
(5) Firestopping.
(6) Fluid-applied roof coating.
(7) Sheet metal flashing and trim.
(8) Sealants.
(9) Steel doors and frames.
(10) Wood doors.
(11) Aluminum entrances and storefronts.
(12) Aluminum jalousie windows.
(13) Finish hardware.
(14) Glazing.
(15) Gypsum wallboards.
(16) Aluminum security screens.
(17) Building specialties.
(18) Identifying devices.
(19) Fire extinguishers, cabinets and accessories.
(20) Toilet and bath accessories.
(21) Restroom restoration.
(22) Plumbing.
(23) Lighting.
(24) Telecommunications.
(25) Fire alarm system.

Exhibit C

c. Interior Finishes:
   (1) Ceramic tiles.
   (2) Resilient tile floor.
   (3) Painting.

d. Abatement Work:
   (1) Removal and disposal of asbestos containing materials.
   (2) Disturbance of lead-containing materials.
   (3) Removal and disposal of polychlorinated biphenyls (PCBs) and mercury.
   (4) Testing / air monitoring.

C. Perform operations and furnish equipment, fixtures, appliances, tools, materials, related items and labor necessary to execute, complete and deliver the Work as required by the Contract Documents.

D. The Division and Sections into which these specifications are divided shall not be considered an accurate or complete segregation of work by trades. This also applies to work specified within each section.

E. Contractor shall not alter the Drawings and Specification. If an error or discrepancy is found, notify the Contracting Officer.

F. Specifying of interface and coordination in the various specification sections is provided for information and convenience only. These requirements in the various sections shall complement the requirements of this Section.

1.02 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "as shown on the drawings", "a", "an", and "the" are intentional. Omitted words and phrases shall be provided by inference to form complete sentences. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates. Where devices, or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the Work.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
   a. The words "shall", "shall be", or "shall comply with", depending on the context, are implied where a colon (:) is used within a sentence or phrase.

Executive Director's Report
December 18, 2008

Highlights:

A. FY 2009 Budget

Year to Date (YTD) Financial Variance Report by Program for October, 2008 (see ED Report pages 58–60) [Fiscal Management Office report from emPHAsys].

- Total positive cash flow of $6,612,345.
  - Cash basis reporting underreports liabilities not yet paid.
  - Target is to achieve accrual reporting by 12/31/08.
  - Rental program income "Budget" column based on FY2007 collections.
  - "Actual" columns based on 100% charges to tenants.

Rent Collection Rate from 7/01/08 – 11/30/2008 (see ED Report pages 61–62) [Property Branch report from emPHAsys].

- Federal data show 94.86% rental collection rate over first 5 months; State data show 94.96% over same period.
  - Decrease in November collections (82% Federal, 92% State) is due to holiday spending by tenants, which are made up in January or February after tax returns; HPHA is considering prepayments or savings accounts to change this habit.
  - The collections percentage (Federal) is currently 94.86%, but occupancy is still at 93.5%. HPHA Federal Island and AMP Overview Reports as of 11/30/08 (ED Report pages 63-64)
  - The collections percentage (State) is currently 94.96%, but occupancy is still at 90.4%. HPHA State Island and AMP Overview Reports as of 11/30/08 (ED Report pages 65-66)

Vacant Units Repairs Federal and State combined (see ED Report pages 67-68) [manually compiled reports from Special Teams, Derek Kimura; Construction Management Services, Marcel Audant; Property Branch, Stephanie Fo]

  - 273 "old vacant units" of 535 units vacant as of 6/30/08 have been repaired in five months.
  - Remaining 262 scheduled to be repaired by 6/30/09 (58 to be under contract but not completed by then).
  - Special Teams are in Hilo to fix vacant units.
  - Since 7/1/08 248 additional units became vacant, 73 repaired; 175 unrepaired. AMPs responsible to keep up with turnarounds of newly vacated units. See schedule.

B. Fiscal Management Office

- Audit reports to independent auditors delayed to 12/26/08; will not meet state Consolidated Annual Financial Report deadline.
- HUD technical assistance contract with MDStrum may by extended for six months at reduced cost.
- Submittal of HUD Financial Data Schedules (FDS) planned for January 2008 due to HUD postponement and audit delay.
- Real Estate Assessment Center (REAC) assistance by four REAC staff certified public accountants over 8 days will result in final

report in the February-March time frame. A brief summary of the exit discussion is attached [see ED Report pages 69-71]

C. Property Management & Maintenance Services Branch

- Rent ready tenant pool has increased to 176 families. (See ED Report page 72)
- Number of delinquent tenants and amounts owed are decreasing.
- Collections team is focusing on collections and evictions at AMPs that show high delinquencies. See Grievance Procedure on Rent Evictions, (see ED Report page 73)
- Still working on hiring tenant monitors to assume after hours contacts duties.
- A staff group is working on a security plan within current budget guidelines.
- HPHA AMP, Homeless, and Security staff are working with community and police to curb noise, alcohol, and drug complaints outside the Puahala housing area.
- Palolo Valley Homes Real Estate Assessment Center (REAC) inspection resulted in a score of 45 out of 100. Site conditions were one of the primary reasons for low score. Health and safety issues were corrected within 48 hours as required. See ED Report page 74.

D. Resident Community Meetings Status

- The next round of community meetings (twice per year) will start in January 2009. Staff is working to address issues and will report on accomplishments during the next round of meetings.

E. Construction Management Branch

- Economic Stimulus Package for Public Housing (see page 75)
- Elevator plans
- Status report of elevator outage at Kalanihuia (see page 76)

F. Personnel Office

Currently HPHA has 274 full time employees statewide and 98 vacant positions.

G. Reports

- Elevator Repair Report – page 77
- Hearings-Results of Eviction Referrals – pages 78-79
- Procurement including contract status – page 80
- Section 8 Subsidy Program Branch – pages 81-82
- Homeless Programs Branch - page 83
- Personnel Issues – pages 84-88

HAWAII PUBLIC HOUSING AUTHORITY
G/L BUDGET COMPARISON REPORT
MAJOR PROGRAMS

	Oct-08				Year-To-Date				Total Year
	Budget	Actual	Difference	%	Budget	Actual	Difference	%	Budget
Federal Low Rent Program									
Rental Program	1,412,527	1,408,985	(3,542)	100%	5,650,108	5,589,776	(60,332)	99%	16,950,324
State and Federal Subsidy	1,614,756	2,196,155	581,399	136%	6,459,024	6,030,320	(428,704)	93%	19,377,072
Other Revenue	36,705	28,845	(7,860)	79%	146,820	100,159	(46,661)	68%	440,460
Expenses	3,192,147	3,139,273	52,874	98%	12,768,588	10,345,097	2,423,491	81%	38,305,764
NET PROFIT	(128,159)	494,712	622,871	-386%	(512,636)	1,375,158	1,887,794	-268%	(1,537,908)
State Family Program									
Rental Program	65,981	74,228	8,247	112%	263,924	291,736	27,812	111%	791,772
State Subsidy	0	0	0	--	0	0	0	--	0
Other Revenue	190	4,400	4,210	2316%	760	7,583	6,823	998%	2,280
Expenses	200,204	127,588	72,616	64%	800,816	505,198	295,618	63%	2,402,448
NET PROFIT	(134,033)	(48,960)	85,073	37%	(536,132)	(205,879)	330,253	38%	(1,608,396)
STATE ELDERLY PROGRAM									
Rental Program	156,034	155,960	(74)	100%	624,136	628,724	4,588	101%	1,872,408
State Subsidy	0	0	0	--	0	0	0	--	0
Other Revenue	0	993	993	--	0	(4,507)	(4,507)	--	0
Expenses	200,619	185,648	14,971	93%	802,476	786,107	16,369	98%	2,407,428
NET PROFIT	(44,585)	(28,695)	15,890	64%	(178,340)	(161,890)	16,450	91%	(535,020)
SECTION 8 HOUSING CHOICE VOUCHER									
Federal Subsidy	1,687,210	1,582,899	(104,311)	94%	6,748,840	6,331,596	(417,244)	94%	20,246,520
Other Revenue	188,135	79,258	(108,877)	42%	752,540	607,249	(145,291)	81%	2,257,620
Expenses	1,899,114	1,613,976	285,138	85%	7,596,456	6,413,021	1,183,435	84%	22,789,368
NET PROFIT	(23,769)	48,181	71,950	-203%	(95,076)	525,824	620,900	-553%	(285,228)
SECTION 8 PROJECT BASED PROGRAM									
Federal Subsidy	1,499,994	2,096,736	596,742	140%	5,999,976	7,141,995	1,142,019	119%	17,999,928
Other Revenue	131,441	73,623	(57,818)	56%	525,764	499,502	(26,262)	95%	1,577,292
Expenses	1,621,681	2,097,875	(476,194)	129%	6,486,724	7,394,412	(907,688)	114%	19,460,172
NET PROFIT	9,754	72,484	62,730	743%	39,016	247,085	208,069	633%	117,048
STATE RENT SUPPLEMENT									
State Subsidy	0	0	0	--	0	248,341	248,341	--	0
Other Revenue	98,794	0	(98,794)	0%	395,176	59,916	(335,260)	15%	1,185,528
Expenses	103,768	93,874	9,894	90%	415,072	395,439	19,633	95%	1,245,216
NET PROFIT	(4,974)	(93,874)	(88,900)	1887%	(19,896)	(87,182)	(67,286)	438%	(59,688)
HOMELESS PROGRAMS									
State and Federal Subsidy	1,818,167	72,309	(1,745,858)	4%	7,272,668	12,572,266	5,299,598	173%	21,818,004
Other Revenue	101,155	0	(101,155)	0%	404,620	31	(404,589)	0%	1,213,860
Expenses	1,906,496	3,599,958	(1,693,462)	189%	7,625,984	6,197,332	1,428,652	81%	22,877,952
NET PROFIT	12,826	(3,527,649)	(3,540,475)	-27504%	51,304	6,374,964	6,323,660	12426%	153,912
CENTRAL OFFICE COST CENTER									
Other Revenue (Fees)	482,894	270,130	(212,764)	56%	1,931,578	1,110,777	(820,801)	58%	5,794,733
Expenses	521,712	576,084	(54,372)	110%	2,086,849	2,765,389	(678,540)	133%	6,260,548
NET PROFIT	(38,818)	(305,954)	(267,136)	788%	(155,272)	(1,654,612)	(1,499,340)	1066%	(465,815)
SUB-TOTAL OPERATIONS	(351,758)	(3,389,755)	(3,037,997)	964%	(1,407,032)	6,413,469	7,820,501	-456%	(4,221,095)
CAPITAL FUND									
State and Federal Subsidy	4,606,353	0	(4,606,353)	0%	18,425,412	2,135,226	(16,290,186)	12%	55,276,236
Expenses	4,606,353	413,417	4,192,936	9%	18,425,412	3,343,383	15,082,029	18%	55,276,236
NET PROFIT	0	(413,417)	(413,417)		0	(1,208,156)	(1,208,156)		0
GRAND TOTAL AGENCY	(351,758)	(3,803,172)	(3,451,414)	1081%	(1,407,032)	5,205,313	6,612,345	-370%	(4,221,095)

YTD Financial Variance Report by Program
October 2008

Federal Low Rent:

Rental Program revenues show a negative YTD variance to budget of <$60K> with seven AMPs showing shortfalls to budgeted expectations. However, the major challenge remains the Hilo AMP which is generating only 42% of its budgeted rental revenues. **Subsidy Income** is <$429K> below budget and this negative variance is distributed among all the AMPs. However, the monthly draw-downs have increased by $933K from September to October due to change in pro-ration by HUD from 82% to 89%. This increased subsidy amount will continue for the last two months of the calendar year.

Expenses show a positive variance to budget YTD of $2.4M but accruals for items such as bad debt, insurance, legal and other general expenses totaling $2.1M are not being recorded on the cash basis reporting method. As we are still in the process of adjusting the financial reporting process, we have not been able to review these expenses in detail to implement the accrual system. We anticipate on doing this with the actual reporting for the month of December 2008.

State Family Program:

Rental Program is slightly ahead of budget by $28K. **Expenses** show a $296K positive variance to budget with payroll and benefits costs down $34K to budget. There is a savings of $67K in fees cost, bad debt and insurance expenses which need to be accrued.

State Elderly Program:

Net program revenues are in line with budget. Expenses show a savings to budget of $16K primarily due to fee transfers which need to be recorded for this program.

Section 8 Housing Choice Voucher:

Revenue shortfalls total <$562K> due to decrease in subsidy payments as a result of under leasing of rental units. **Expenses** show a $1.2M positive variance to budget due to decreases in costs for housing assistance payments of $937K.

Section 8 Project Based Program:

Revenues show an increase to budget of $1.1M due to increases in subsidy receipts. **Expenses** in total, show a negative variance to budget of <$907K> due to increased housing assistance payment expenditures of <$1.1M> but this is partially offset by savings of $468K in fees which still need to be charged.

State Rent Supplement:

Revenues, in total show an $87K decrease to budgeted expectations. **Expenses** show a positive variance to budget of $20K because of lower other general expenses which is due to lack of fee accruals.

Homeless Programs:

Subsidy incomes show an increase of $5.3M due to a $12M state allotment recorded in July. This subsidy is actually for the whole year. **Expenses** are down <$1.4M> due to a reduction in administrative other expenses. In addition, fees expenses need to be accrued.

Central Office Cost Center:

Revenues were down $821K to budget as not all budgeted fees have been charged out to other funds. We are presently reviewing the additional budgeted charge outs, especially for the State programs, prior to transferring the costs. **Expenses** show an increase to budget of <$678K> due to increased utilities expenses <$325K> (which may need to be allocated to the AMPs in large part) and wages/benefits <$201K> which is due to higher costs in property management.

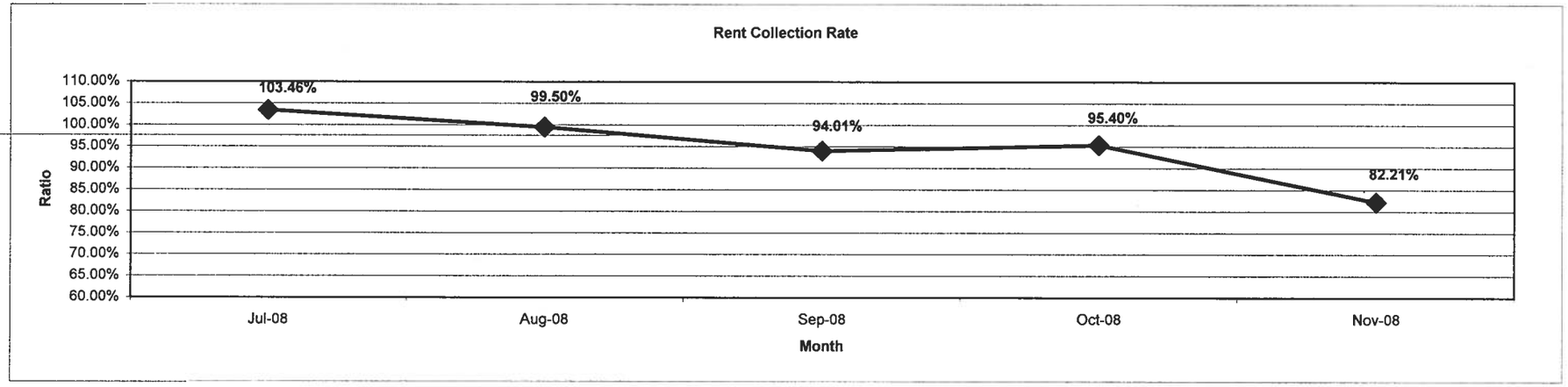
Capital Fund:

Subsidy income of $2.1M partially offset expenditures of $3.3M. These are not actual operating costs and income and expenses will offset after timing differences are negated.

FEDERAL PUBLIC HOUSING

Rent Collection from 07/01/2008 to 11/30/2008

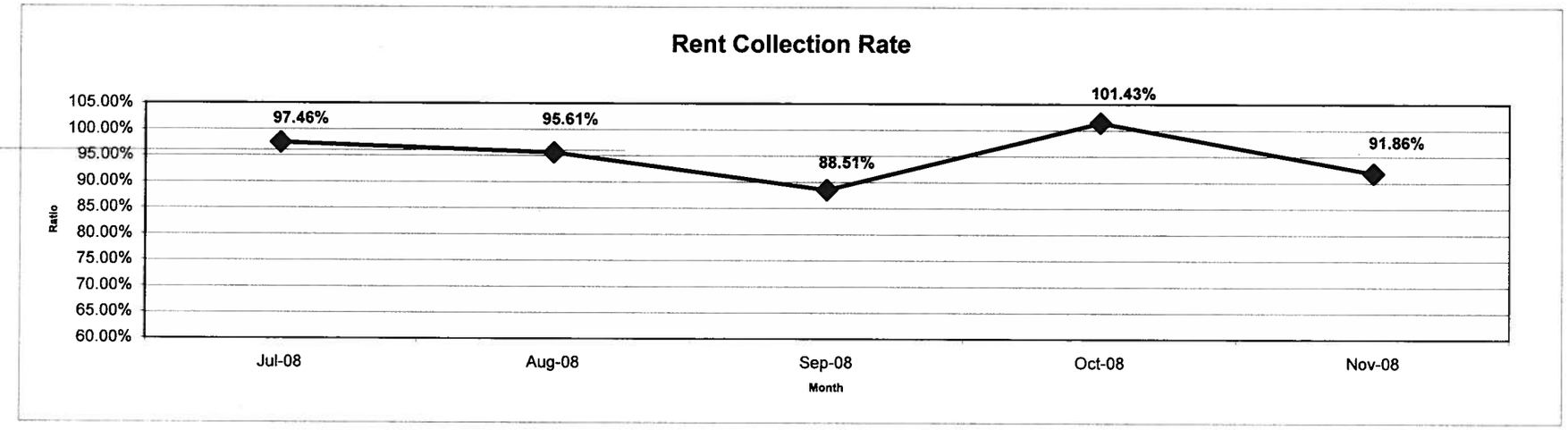
	Jul-08			Aug-08			Sep-08			Oct-08			Nov-08			Total		
	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio
Hawaii	$ 115,319.00	119,449.48	103.58%	$ 119,739.00	123,291.73	102.97%	$ 123,999.00	118,218.20	95.34%	$ 124,435.00	113,831.67	91.48%	$ 129,547.00	107,343.64	82.86%	$ 613,039.00	582,134.72	94.96%
Kauai	$ 79,207.00	75,823.71	95.73%	$ 79,485.00	75,606.72	95.12%	$ 75,965.00	86,830.99	114.30%	$ 78,673.00	81,695.40	103.84%	$ 79,849.00	69,530.33	87.08%	$ 393,179.00	389,487.15	99.06%
Maui	$ 51,024.00	45,173.29	88.53%	$ 49,455.00	48,172.59	97.41%	$ 48,272.00	44,977.14	93.17%	$ 46,012.00	46,440.18	100.93%	$ 47,977.00	36,940.13	77.00%	$ 242,740.00	221,703.33	91.33%
Oahu	$ 1,193,678.00	1,248,572.63	104.60%	$ 1,196,461.00	1,190,819.05	99.53%	$ 1,198,132.00	1,109,679.21	92.62%	$ 1,202,730.00	1,143,130.55	95.04%	$ 1,212,460.00	994,477.73	82.02%	$ 6,003,461.00	5,686,679.17	94.72%
Total	$ 1,439,228.00	$ 1,489,019.11	103.46%	$ 1,445,140.00	$ 1,437,890.09	99.50%	$ 1,446,368.00	$ 1,359,705.54	94.01%	$ 1,451,850.00	$ 1,385,097.80	95.40%	$ 1,469,833.00	$ 1,208,291.83	82.21%	$ 7,252,419.00	$ 6,880,004.37	94.86%



STATE PUBLIC HOUSING

Rent Collection from 07/01/2008 to 11/30/2008

	Jul-08			Aug-08			Sep-08			Oct-08			Nov-08			Total		
	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio
Hawaii	$ 11,693.00	$ 11,046.23	94.47%	$ 11,028.00	$ 8,885.00	80.57%	$ 10,794.00	$ 8,577.00	79.46%	$ 10,794.00	$ 9,230.00	85.51%	$ 11,223.00	$ 7,705.00	68.65%	$ 55,532.00	$ 45,443.23	81.83%
Kauai	$ 5,861.00	$ 5,247.05	89.52%	$ 6,313.00	$ 6,044.95	95.75%	$ 6,444.00	$ 5,191.00	80.56%	$ 6,279.00	$ 6,314.62	100.57%	$ 6,854.00	$ 5,551.00	80.99%	$ 31,751.00	$ 28,348.62	89.28%
Maui	$ 4,477.00	$ 3,985.06	89.01%	$ 4,508.00	$ 4,147.94	92.01%	$ 4,556.00	$ 4,686.00	102.85%	$ 4,380.00	$ 2,722.00	62.15%	$ 4,304.00	$ 2,955.00	68.66%	$ 22,225.00	$ 18,496.00	83.22%
Oahu	$ 210,497.00	$ 206,334.62	98.02%	$ 211,703.00	$ 204,218.97	96.46%	$ 214,215.00	$ 190,444.64	88.90%	$ 213,978.00	$ 220,536.57	103.07%	$ 214,258.00	$ 201,154.60	93.88%	$ 1,064,651.00	$ 1,022,689.40	96.06%
Total	$ 232,528.00	$ 226,612.96	97.46%	$ 233,552.00	$ 223,296.86	95.61%	$ 236,009.00	$ 208,898.64	88.51%	$ 235,431.00	$ 238,803.19	101.43%	$ 236,639.00	$ 217,365.60	91.86%	$ 1,174,159.00	$ 1,114,977.25	94.96%



Federal LIPH

HPHA Island Overview Report
As of November 30, 2008

	Occupancy					Monthly Activity				Federal Waiting List	
Island	Total Available Units	Total Occupied Units	Occupancy Ratio	Total Vacant Units (includes rent ready)	Units Rent Ready	Units Vacated (includes transfers)	Units Filled (includes transfers)	Transfers	Evictions	Family	Elderly
Hawaii	587	533	90.80%	54	7	8	17	8	0	1,390	218
Kauai	312	301	96.47%	11	1	2	3	2	0	125	56
Maui	196	140	71.43%	56	1	0	2	1	0	174	65
Oahu	4,038	3,829	94.82%	209	37	24	40	6	2	6,666	1,686
Total	**5,133**	**4,803**	**93.57%**	**330**	**46**	**34**	**62**	**17**	**2**	**8,355**	**2,025**

	Non Vacated Delinquencies				Collection Rate		
Island	Count of Families	30-90 Days	Count of Families	Over 90 Days	Charges	Collected	Ratio
Hawaii	56	$ 34,660.82	52	$ 84,300.16	$ 129,547.00	$ 107,418.64	**82.92%**
Kauai	15	$ 7,297.88	11	$ 24,149.00	$ 79,849.00	$ 69,530.33	**87.08%**
Maui	27	$ 18,360.87	42	$ 86,471.03	$ 47,977.00	$ 36,940.13	**77.00%**
Oahu	331	$ 202,773.62	314	$ 798,519.94	$ 1,212,460.00	$ 994,477.73	**82.02%**
Total	**429**	**$ 263,093.19**	**419**	**$ 993,440.13**	$ 1,469,833.00	$ 1,208,366.83	**82.21%**

The collection charges reflect only the dwelling rental collections. Excluded are Rent Payment Agreements, Work Orders, Pet Fees, Monthly Pet Fees, Miscellaneous Charges, etc.; prepays are subtracted.
Collections Rate uses the same month for calculations. Example: 11/2008 charges are compared against 11/2008 collected.

Federal LIPH

HPHA AMP Overview Report
As of November 30, 2008

	Occupancy					Monthly Activity				Federal Waiting List	
AMP	Total Available Units	Total Occupied Units	Occupancy Ratio	Total Vacant Units (includes rent ready)	Units Rent Ready	Units Vacated (includes transfers)	Units Filled (includes transfers)	Transfers	Evictions	Family	Elderly
30P-Aiea	361	358	99.17%	3	0	1	7	0	0		
31P-KVH	332	316	95.18%	16	1	4	9	0	0		
32P-MWH	363	349	96.14%	14	2	2	4	0	0		
33P-Kam/Kaamanu	371	365	98.38%	6	1	1	5	1	0		
34P-Kalakaua	568	556	97.89%	12	0	1	3	3	0		
35P-Kalanihuia	557	512	91.92%	45	18	6	0	1	0		
37P-Hilo	286	257	89.86%	29	0	5	7	7	0		
38P-Kauai	312	301	96.47%	11	1	2	3	2	0		
39P-Maui	196	140	71.43%	56	1	0	2	1	0		
40P-KPT	738	704	95.39%	34	3	3	7	0	2		
43P-Kona	200	191	95.50%	9	5	2	10	0	0		
44P-Leeward Oahu	258	219	84.88%	39	7	1	0	0	0		
45P-Windward Oahu	226	207	91.59%	19	1	2	4	0	0		
46P-Kamuela	101	85	84.16%	16	2	1	0	1	0		
49P-Central Oahu	150	132	88.00%	18	3	3	1	0	0		
50P-Palolo	114	111	97.37%	3	1	0	0	1	0		
Total	5,133	4,803	93.57%	330	46	34	62	17	2	8355	2025

	Non Vacated Delinquencies				Collection Rate		
AMP	Count of Families	30-90 Days	Count of Families	Over 90 Days	Charges	Collected	Ratio
30P-Aiea	23	$ 10,572.55	15	$ 7,573.13	$ 150,880.00	$ 136,735.47	90.63%
31P-KVH	51	$ 50,589.24	36	$ 310,902.43	$ 110,873.00	$ 71,917.59	64.86%
32P-MWH	22	$ 8,713.22	12	$ 44,369.51	$ 116,227.00	$ 106,502.74	91.63%
33P-Kam/Kaamanu	18	$ 8,694.61	10	$ 35,202.51	$ 108,573.00	$ 104,131.00	95.91%
34P-Kalakaua	0	$ -	0	$ -	$ 128,765.00	$ 115,236.28	89.49%
35P-Kalanihuia	20	$ 10,109.49	19	$ 39,854.87	$ 123,199.00	$ 106,621.98	86.54%
37P-Hilo	22	$ 10,163.32	15	$ 8,702.55	$ 59,811.00	$ 50,969.36	85.22%
38P-Kauai	15	$ 7,297.88	11	$ 24,149.00	$ 79,849.00	$ 69,530.33	87.08%
39P-Maui	27	$ 18,360.87	42	$ 86,471.03	$ 47,977.00	$ 36,940.13	77.00%
40P-KPT	81	$ 35,746.80	76	$ 69,733.44	$ 276,424.00	$ 205,617.14	74.38%
43P-Kona	19	$ 14,675.50	14	$ 25,682.42	$ 49,611.00	$ 38,753.08	78.11%
44P-Leeward Oahu	70	$ 41,028.90	74	$ 206,477.66	$ 51,593.00	$ 30,917.47	59.93%
45P-Windward Oahu	26	$ 22,158.90	52	$ 56,314.04	$ 74,805.00	$ 54,067.74	72.28%
46P-Kamuela	15	$ 9,822.00	23	$ 49,915.19	$ 20,125.00	$ 17,696.20	87.93%
49P-Central Oahu	12	$ 9,352.91	15	$ 24,535.34	$ 40,994.00	$ 36,132.07	88.14%
50P-Palolo	8	$ 5,807.00	5	$ 3,557.01	$ 30,127.00	$ 26,598.25	88.29%
	429	$ 263,093.19	419	$ 993,440.13	$ 1,469,833.00	$ 1,208,366.83	82.21%

The collection charges reflect only the dwelling rental collections. Excluded are Rent Payment Agreements, Work Orders, Pet Fees, Monthly Pet Fees, Miscellaneous Charges, etc.; prepays are subtracted. Collections Rate uses the same month for calculations. Example: 11/2008 charges are compared against 11/2008 collected.

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State LIPH

HPHA Island Overview Report
As of November 30, 2008

	Occupancy					Monthly Activity				Federal Waiting List	
Island	Total Available Units	Total Occupied Units	Occupancy Ratio	Total Vacant Units (includes rent ready)	Units Rent Ready	Units Vacated (includes transfers)	Units Filled (includes transfers)	Transfers	Evictions	Family	Elderly
Hawaii	56	30	53.57%	26	0	1	0	0	0	1,196	0
Kauai	26	24	92.31%	2	0	0	1	0	0	45	0
Maui	33	29	87.88%	4	0	1	1	0	0	41	0
Oahu	750	699	93.20%	51	28	3	11	5	0	8,089	471
Total	**865**	**782**	**90.40%**	**83**	**28**	**5**	**13**	**5**	**0**	**9,371**	**471**

	Non Vacated Delinquencies				Collection Rate		
Island	Count of Families	30-90 Days	Count of Families	Over 90 Days	Charges	Collected	Ratio
Hawaii	7	$ 3,648.00	13	$ 15,363.84	$ 11,223.00	$ 7,705.00	**68.65%**
Kauai	2	$ 270.00	1	$ 409.46	$ 6,854.00	$ 5,551.00	**80.99%**
Maui	6	$ 1,500.00	17	$ 15,450.53	$ 4,304.00	$ 2,955.00	**68.66%**
Oahu	30	$ 20,533.00	70	$ 319,204.84	$ 214,258.00	$ 201,154.60	**93.88%**
Total	**45**	**$ 25,951.00**	**101**	**$ 350,428.67**	$ 236,639.00	$ 217,365.60	**91.86%**

The collection charges reflect only the dwelling rental collections. Excluded are Rent Payment Agreements, Work Orders, Pet Fees, Monthly Pet Fees, Miscellaneous Charges, etc.; prepays are subtracted.
Collections Rate uses the same month for calculations. Example: 11/2008 charges are compared against 11/2008 collected.

State LIPH

HPHA AMP Overview Report
As of November 30, 2008

	Occupancy					Monthly Activity				Federal Waiting List	
Island	Total Available Units	Total Occupied Units	Occupancy Ratio	Total Vacant Units (includes rent ready)	Units Rent Ready	Units Vacated (includes transfers)	Units Filled (includes transfers)	Transfers	Evictions	Family	Elderly
2201-Hauiki	46	44	95.65%	2	1	0	0	0	0		
2202-Puahala Homes	128	94	73.44%	34	15	1	1	1	0		
2204-Kawailehua	26	24	92.31%	2	0	0	1	0	0		
2205-Kahale Mua	33	29	87.88%	4	0	1	1	0	0		
2206-Lokahi	30	17	56.67%	13	0	1	0	0	0		
2207-Ke Kumu Elua	26	13	50.00%	13	0	0	0	0	0		
2401-Hale Po'ai	206	205	99.51%	1	0	0	6	0	0		
2402-La'iola	108	98	90.74%	10	8	0	1	1	0		
2403-Kamalu-Ho'olulu	221	218	98.64%	3	3	2	3	3	0		
2404-Halia Hale	41	40	97.56%	1	1	0	0	0	0		
Total	865	782	90.40%	83	28	5	13	5	0	9,267	471

	Non Vacated Delinquencies				Collection Rate		
Island	Count of Families	30-90 Days	Count of Families	Over 90 Days	Charges	Collected	Ratio
2201-Hauiki	10	$ 10,288.00	19	$ 143,355.46	20,941.00	20,248.01	96.69%
2202-Puahala Homes	19	$ 10,212.00	35	$ 170,543.73	33,314.00	31,765.59	95.35%
2204-Kawailehua	2	$ 270.00	1	$ 409.46	6,854.00	5,551.00	80.99%
2205-Kahale Mua	6	$ 1,500.00	17	$ 15,450.53	4,304.00	2,955.00	68.66%
2206-Lokahi	1	$ 982.00	3	$ 7,794.57	7,537.00	5,782.00	76.71%
2207-Ke Kumu Elua	6	$ 2,666.00	10	$ 7,569.27	3,686.00	1,923.00	52.17%
2401-Hale Po'ai	0	$ -	5	$ 2,284.00	55,939.00	51,844.00	92.68%
2402-La'iola	0	$ -	8	$ 2,992.26	29,620.00	30,085.00	101.57%
2403-Kamalu-Ho'olulu	0	$ -	3	$ 29.39	62,004.00	55,146.00	88.94%
2404-Halia Hale	1	$ 33.00	0	$ -	12,440.00	12,066.00	96.99%
Total	45	$ 25,951.00	101	$ 350,428.67	$ 236,639.00	$ 217,365.60	91.86%

The collection charges reflect only the dwelling rental collections. Excluded are Rent Payment Agreements, Work Orders, Pet Fees, Monthly Pet Fees, Miscellaneous Charges, etc.; prepays are subtracted.
Collections Rate uses the same month for calculations. Example: 11/2008 charges are compared against 11/2008 collected.

VACANT UNITS AS OF 6/30/08

VACANT UNIT REPAIRS

Vacant Unit Completion Status
12/9/2008

Project	Actual						Projected										
	Vacant Units	Completed	To Be Completed	Assigned to AMP, Team, Others	Assigned to CMS	Assigned to CMS/Team	Aug. 2008	Sept. 2008	Oct. 2008	Nov. 2008	Dec. 2008	Jan. 2009	Feb. 2009	Mar. 2009	Apr. 2009	May 2009	June 2009
AMP 30 (Halawa)	4	4	0	0	0			1 A									
AMP 31 (Kalihi Valley Homes)	130	81	49	0	49	0	3 T	16 C/T	12 C/T					27 C			22 C (2/10)
AMP 32 (Mayor Wright Homes)	11	3	8	2	6						4 A/C/T				4 C		
AMP 33 (Kaahumanu/Kam)	15	13	2	1	1		3 A	3 A			1 C	1 A					
AMP 34 (Kalakaua)	22	9	13	0	3	10	2 A			4 T						10 C/T	3 C
AMP 35 (Punchbowl)	44	12	32	1	4	27			11 A		31 C/T	1 A					
AMP 37 (Hilo)	49	20	29	13	16		1 A	2 A		16 C	10 T	7 C/T			12 C		
AMP 38 (Kauai)	22	12	10	2	8		3 A	2 A	1 A			2 A			4 C		4 C
AMP 39 (Maui)	61	31	30	17	13		11 C/A	12 C			7 V/C	4 C		19 C/T			
AMP 40 (Kuhio Park Terrace)	32	8	24	0	24				2 A							1 A/C	23 C
AMP 43 (Kona)	33	28	5	2	3								5 C/T				
AMP 44 (Leeward Coast)	25	4	21	12	9							12 I/A			7 C		2 C
AMP 45 (Windward Oahu)	22	10	12	12	0			3 A	1 T/A		12 T/A						
AMP 46 (North Hawaii)	31	13	18	16	2		3 A	2 A	5 A			6 A	10 A				2 C
MU 48 (Waipahu)	15	14	1	1	0			12 A/V			1 T						
AMP 49 (Wahiawa/Waialua)	16	9	7	4	3						5 C/T						2 C
AMP 50 (Palolo)	3	2	1	0	1		2 V						1 C				
Total	535	273	262	83	142	37	28	53	32	20	71	33	16	46	27	11	58

A - AMP
C - CMS
I - Inmates (Dept. of Public Safety)
T - Team
V - VIP (Volunteers)
( ) - Did Not Complete

Vacant Unit Completion Status
Units Vacated After July 1, 2008
As of 11/30/08

Project	Vacant Units	Completed	To be completed	Dec '08	Jan '09	Feb '09	Mar '09	Apr '09	May '09	Jun '09	FY 09-10
AMP 30 (Halawa)	4	2	2	2							
AMP 31 (Kalihi Valley Homes)	8	0	8		5	1	2				
AMP 32 & 33 (Mayor Wright Homes)	9	3	6	5	1						
AMP 34 (Kalakaua)	13	5	8	5	2	1					
AMP 35 (Punchbowl)	46	16	30	3	14	11	2				
AMP 37 (Hilo)	64	8	56	11	10	9					26
AMP 38 (Kauai)	9	5	4		4						
AMP 39 (Maui)	16	2	14	10	3					1	
AMP 40 (Kuhio Park Terrace)	10	5	5	2	3						
MU 42 (State Elderly)	12	9	3	3							
AMP 43 (Kona)	6	4	2	1	1						
AMP 44 (Leeward Coast)	7	6	1	1							
AMP 45 (Windward Oahu)	4	0	4	4							
AMP 46 (North Hawaii)	28	2	26			6	1	1	12	6	
AMP 49 (Wahiawa/Waialua)	9	6	3	1						2	
AMP 50 (Palolo)	3	0	3	1	1	1					
Totals	**248**	**73**	**175**	**49**	**44**	**29**	**5**	**1**	**12**	**9**	**26**

REAC Exit Interview for the Hawaii Public Housing Authority **DRAFT**
December 11, 2008

In attendance:

Darnese Houston, HUD REAC (904) 923-3285
Cecile Reyes, HUD REAC (415) 717-8359
Ken Peterson, HUD REAC (702) 236-9112
Dale Brown, HUD REAC (206) 295-0084
Michael Flores, HUD Hawaii Field Office, Director (808) 522-8175 x226
William Sabalburo, HUD Hawaii Field Office (808) 522-8175 x238
Jun Chung, HUD Hawaii Field Office (808) 522-8175
Mei Tong, HUD Hawaii Field Office (808) 522-8175
Rob Wilkes, MD Strum (317) 695-1658
Larry Jones, MD Strum (504) 915-2760
Constance Coughlan, MD Strum (707) 255-0677
Travis Thompson, HPHA Board Chair (via telephone)
Chad Taniguchi, HPHA Executive Director (808) 832-4694
Barbara Arashiro, HPHA Executive Assistant (808) 832-4694
Gary Marushige, HPHA Chief Financial Management Advisor (808) 832-3838
Vanessa Lau, HPHA Fiscal Officer (808) 832-3838
Michael Hee, PMMSB/Budget (808) 832-4696
Mark Buflo, Budget Analyst (808) 832-4696

Issue: HPHA is not in full compliance with Asset Management
Branch: FMO, PMMSB
Timeline: February 2009 Board Meeting

- The HPHA is not in compliance with Asset Management requirements for project based budgeting. Need to review the calculation of gross potential rent. The use of projections based on previous rents collected is actually net potential rent. Budget revisions should also address bad debt – which should not be based on previous vacated TARs; and address changes to operating subsidy.

- HPHA is not compliant with requirements for project-based accounting. HPHA is not on a full accrual basis. Trial balances were not available for review by the REAC Team. (REAC Team will complete trend analysis after trial balances, audited financials, and budget revisions are available.)

- HPHA is not compliant with requirements for project-based management.

Issue: HPHA has not implemented the fee-for-service correctly
Branch: FMO, PMMSB, CPO
Timeline: February 2009

- Use of the unit turnaround team and charges to the AMPs are not worked out. Fee structure was determined, but how the AMPS and contractors are charged is not being

implemented properly. HPHA must remember to arrange services to that they are beneficial to the AMPs. It must be cost effective for them to use the special teams.

Issue: HPHA needs to establish and follow standard policies and procedures for accounting and property management.
Branch: FMO, PMMSB, PEO, CO
Timeline:

- REAC Team observed that the private Amps and State AMPs keep track of expenses differently (use of declining balance sheet v. not tracking and waiting for FMO report). There is a need for the AMPs/Branches to have standardized policies and procedures.

Issue: Staff need to be held accountable. HPHA must provide clear expectations and monitor outcomes
Branch: All
Timeline: Now

- HUD uses SMART goals. Specific, Measurable, Attainable, Relevant, Timely. HPHA needs to use the performance appraisal to track outcomes, create accountability for staff.

Issue: Maintenance rates need to be updated from $11.00/hour
Branch: PMMSB, PEO
Timeline: March 2009 (requires public hearing)

- REAC team observed that HPHA is using an outdated maintenance rate of $11/hour for tenant caused damages.
- Increasing/updating the rate can be a source of revenue for HPHA.

Issue: Excess Utilities
Branch: PMMSB, PEO
Timeline: March 2009 (with completion of IGA)

- Charges for excess utilities may be addressed through the energy performance contract that HPHA is in the process of executing.
- HPHA should also contact the utility companies to check that we are getting the best rate possible (bulk rates, municipal rate, etc.)

Issue: Enforcement of policy on accounts receivable
Branch: PMMSB, FMO
Timeline: Now

- HPHA has an adequate policy on accounts receivable – we just need to enforce it.

Issue: HPHA should consider increasing the minimum rent from $0
Branch: PMMSB, FMO, PEO
Timeline: July 2009 (with approval of PHA Annual Plan)

- HPHA is currently charging $0.00 as the minimum rent. HPHA should consider increasing that to $25 - $50. This could help HPHA with increased revenues.

Issue: HPHA should review the number of vehicles it operates
Branch: PMMSB, FMO
Timeline: February 2009

- HPHA currently operates 85 vehicles and should review the mileage and utilization of those vehicles. Are there possible costs savings that can be achieved by reducing vehicles or ensuring that we are utilizing the vehicles to the best and highest use.

Issue: HPHA's audit will not be completed by the 12/15/08 deadline.
Branch: FMO
Timeline: December 24, 2008 for submission of information to the Auditors
Projected completion of audit 12/31/08 – 1/15/09

- HPHA was provided a checklist of outstanding items from the Auditors. FMO will provide info within 2 weeks.
- HPHA will have similar compliance findings from previous year
- REAC team was not able to complete trend analysis since all of the '08 info was not available.
- No real analysis on the HPHA's proposed turnaround plan and its affect on the budget can be completed without the '08 data.
- Originally thought '08 deficit was projected at approximately $8.0M; budget deficit for '08 may be more closer to $3.8M

Issue: Allocations for staff charges are being done correctly.
Branch: FMO
Timeline: Completed

- There was some concern that problems with allocation of staff wages/benefits needed to be corrected. Review indicates that HPHA is allocating staff based on number of units which is a reasonable approach.

Issue: REAC Team needs FDS submission to complete trend analysis
Branch: FMO
Timeline: March 2009 (HUD due date)

Applications Pool Information for the Island of Oahu

HONOLULU	TOTAL
ELDERLY 0	2
ELDERLY 1	17
ELDERLY 2	1
HONOLULU FAMILY	
1 BEDROOM	13
2 BEDROOM	22
3 BEDROOM	15
4 BEDROOM	27
5 BEDROOM	3
CENTRAL	**TOTAL**
ELDERLY 0	9
ELDERLY 1	0
CENTRAL FAMILY	
1 BEDROOM	5
2 BEDROOM	9
3 BEDROOM	5
4 BEDROOM	2
LEEWARD FAMILY	**TOTAL**
1 BEDROOM	1
2 BEDROOM	17
3 BEDROOM	15
4 BEDROOM	7
WINDWARD FAMILY	**TOTAL**
1 BEDROOM	0
2 BEDROOM	10
3 BEDROOM	0
4 BEDROOM	3

TOTAL: 183
DUPLICATED: 7

11/28/2008

Grievance Procedure on Rent Evictions

During the last Board Meeting, information was requested regarding whether a resident can grieve a violation for non-payment of rent. Section §356D – 92(b), 92 (c), 92(d), and 92(e), Hawaii Revised Statutes require the HPHA provide a written notice of delinquency that must include "an explanation to the tenant the steps of the grievance and eviction processes." To that end, tenants are allowed to file a grievance for non-payment of rent.

Palolo Valley Homes REAC Summary Report (114 units)

The HUD REAC inspection was conducted on October 20, 2008. Below is a summary of scores for AMP 50, Palolo Valley Homes.

	Possible Points	Area Points	H & S Deduction
Site	20.0	0.0	0.0
Bldg Ext	17.0	13.5	0.0
Bldg Sys	16.8	16.8	0.0
Common Area	0.4	0.4	0.0
Units	45.7	30.7	16.2

Overall	100.00	61.5	16.2	
Final Score = Area Points – H&S Deduction				45 c*

Health and Safety Counts

Non-Life Threatening	13
Life Threatening	12
Smoke Detectors	9

There were 5 types of unit findings that were considered life threatening, in the 20 housing units inspected:

1. Hasp on exterior rear door (hook closure) (10 units);
2. Furniture blocking an egress (1 units);
3. Double lock (1 unit);
4. Cover plate for electrical outlet missing (1 unit);

All repairs were completed by the management staff within 48 hours.

In the future, the AMP staff will be required to conduct pre-REAC unit inspections to prevent easily curable findings like the ones listed above. The Property Management Branch staff will follow up with management to ensure violations were given to the households whose actions violated the lease agreement and resulted in life threatening findings.

The HPHA received 0 points for the site inspection due to the following findings:

1. Damaged fencing;
2. Grounds maintenance;
3. Graffiti
4. Potholes;
5. Broken refuse enclosure;
6. Damaged retaining walls; and
7. Obstructed drainage.

Hawaii Public Housing Authority --Stimulus Request

Priority	Hawaii Public Housing Authority Modernization & Extraordinary Maintenance Federal Public Housing Needs with No Current Source of Funding	DESIGN TO BE COMPLETED	ESTIMATED CONSTRUCTION BUDGET
1	**Kuhio Park Terrace, Honolulu, HI** -- Sewerline Replacement for 614 Units and Renovation of 46 Units	March 2009	$6,280,000
2	**Kahekili Terrace, Maui, HI** --Spalling and Roof Repairs, Solar Water Heating System Replacement, Weatherproofing/Painting -- 82 Units	January 2009	$3,446,740
3	**Makua Alii, Honolulu, HI** -- Concrete and Structural Repairs to Elderly Highrise -- 221 Units	April 2009	$6,677,556
4	**Mayor Wright Homes, Honolulu, HI** -- Roof Repairs and Replacement of Solar Water Heating System -- 364 Units	February 2009	$7,528,571
5	**Kalihi Valley Homes, Honolulu, HI** - (Phase IV) Retaining Wall/Foundation Restoration, and Renovation -- 22 Units 3 Buildings	May 2009	$6,136,400
6	**Kaahumanu Homes, Mayor Wright Homes, Wahiawa Terrace, Kuhio Park Terrace and Kauiokalani, Oahu, HI** - Roof Repairs -- 251 units	May 2009	$2,446,072
7	**Makani Kai Hale, Maui, HI** - Upgrade Electrical Distribution System, Roof and Siding Repairs, Weatherproofing/Painting and ADA Renovations -- 24 units;	January 2009	$2,218,003
	Total		**$34,733,342**

Chad K. Taniguchi, Executive Director
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12/8/08

Elevator Outage at Kalanihuia

The timeline of events at Kalanihuia :

11/30/08	The small elevator was down on Sunday 11/30/08, AMP contacted Kone immediately. Kone found out that the SSD1 drive failed, Kone placed an order to purchase that part to replace it.
12/1/08	On Monday, the same part on the large elevator failed, Kone tried to repair with no success. Kone placed another order for the other elevator part.
12/2/08	On Tuesday, Kone purchased a refurbished SSD1 from another local vendor to replace the failed drive on the elevator, but this part failed too.
12/3/08	On Wednesday, Kone received the new parts for both elevators and worked on troubleshooting/replacing parts. By 2:00 pm the large elevator was back in service. The small elevator could not put back in service because Kone found another problem with the motherboard. Kone took this part to send to manufacturer for repair (no new parts available).
12/8/08	The mother board was received on Monday afternoon and the repair work was completed on the same day.
12/11/08	Both elevators were down at 9:30 am, the AMP contacted Kone immediately. Kone technician arrived at 10:00 am and found the 2 elevators wet because of the heavy rain that started the night before. By 10:30 am Kone was able to get the small elevator running on "Independent Service" only, meaning that someone needs to operate the elevator, but the large elevator couldn't put back in service because it had a damaged Door Detector. Kone advised the staff that the small elevator be operated only in extreme circumstances saying that because of the continuing rain more damage could be anticipated. Kone were back to work on the large elevator and got it back in service at 3:00 pm.
12/12/08	This morning Kone technician was working on the small elevator and put it back in service at 10:45 am

Elevator Repair Report: Hawaii Public Housing Authority Elevators reported as of 11/28/08

Name	Type	Elevator No.	Repair	No. and duration of Repairs to Elevator for month of September			No. and duration of Repairs to Elevator between 7/1/07 to 11/28/08			Start Date	Date or Estimated Completion of Major Repair	Total Repair Cost as of Report Date
				Less than one day	2 to 7 days	More than 7 days	Less than one day	2 to 7 days	More than 7 days			
Kuhio Park Terrace A	Family	1			1		24	3	2			$ 112,378.75
		2		5	1		15	4	2			$ 68,027.85
		3					2					$ 2,475.06
Kuhio Park Terrace B	Family	4	Parts used to repair #5	Cannot be repaired.					1	06/29/07	Cannot be repaired.	
		5		Cannot be repaired. Elevator is down since 08/26/08			12	1	2			$ 138,931.39
		6					41					$ 5,362.50
Paoakalani	Elderly	1					2					
		2					1		1			$ 17,038.90
Kalakaua Home	Elderly	1		1			13	1	1			
		2					5	1				$ 14,538.60
Ho`olulu Elderly	Elderly	1							1			$ 12,140.20
		2					3					
Kalanihuia	Elderly	1					13	1	1			$ 27,626.25
		2					15					137.5
Kamalu Elderly	Elderly	1					5	2	1			$ 9,330.00
		2					3					
Makamae	Elderly	1		1			3		1			$ 2,722.51
		2		1			1					
Makua Alii	Elderly	1		1			8	2	1			$ 137.50
		2					3					
Punchbowl Homes	Elderly	1					8	2				$ 23,350.78
		2					6	1	1			$ 137.50
Banyan St Manor	Family	1					3					$ 2,722.51
Hale Poai	Elderly	1		2			7	2				$ 137.50
		2					2					
Halia Hale	Elderly	1					1					$ 3,323.02
Kulaokahua	Homeless	1		1			4					
Laiola	Elderly	1					1					
		2					4					
Pumehana	Elderly	1					6	2				$ 17,726.24
		2					5					$ 240.63
Salt Lake Apts	Family	1					2					$ 23,350.78
Wilikina Apts	Family	1					5	1				$ 3,323.02
		2					4					$ 17,038.90
Total		34		12	2	0	235	24	15			
											Total Cost for Repairs to date	$ 502,197.88

RESULTS OF EVICTION REFERRALS

July 2007 – November 2008

	REFERRALS								
	TOTAL	REASON FOR REFERRAL		RESULT OF EVICTION REFERRAL					
MONTH		Rent	Other	Evict	Evict with Cond	10-day Cure	Dismiss	Continued	Completed
July 07	21	11	10	9	3	2	0	7	14
Aug 07	12	7	5	2	5	2	1	2	10
Sept 07	13	7	6	6	1	0	0	6	7
Oct 07	13	5	8	6	3	2	0	2	11
Nov 07	21	15	6	12	3	1	1	4	17
Dec 07	3	2	1	1	0	1	1	0	3
Jan 08	10	10	0	5	3	0	0	2	8
Feb 08	10	9	1	3	2	1	0	4	6
Mar 08	7	6	1	2	1	1	0	3	4
Apr 08	30	27	3	9	13	0	1	7	23
May 08	14	11	3	4	6	0	0	4	10
June 08	12	9	3	6	2	0	1	3	9
July 08	0	0	0	0	0	0	0	0	0
Aug 08	13	9	4	5	2	0	1	5	8
Sept 08	14	12	2	4	2	1	3	4	10
Oct 08	22	15	7	5	7	0	2	8	14
Nov 08	14	10	4	9	2	0	1	2	12
TOTALS	229	165	64	88	55	11	12	63	166

Evictions ordered and delinquent amounts for rent cases for the months of November and December 2008:

November 2008

Tenant	Amount
A	$ 2,723.76
B	860.25
C	2,014.23
D	896.00
E	4,774.00
TOTAL:	$11,268.24

December 2008

F	$ 3,778.93
G	6,753.50
H	4,996.00
I	5,812.01
J	4,474.88
K	6,740.84
L	3,394.00
TOTAL:	$35,950.16

Contract & Procurement Office
Monthly Status Report for November 2008

Solicitations Issued in November 2008

Solicitation No.	Project	Bid Opening
IFB-CMS-2008-28 Job No. 07-067-000-S	Invitation for Bids for Large Capacity Cesspool Conversions at Hana Teacher's Cottages	December 19, 2008
IFB-CMS-2008-27 Job No. 07-059-110-S	Invitation for Bids for Modernization and Maintenance to Six Elevators at Kuhio Park Terrace	December 18, 2008

Contracts Executed in November 2008

Contract No.	Contractor & Project	Amount
PMB 05-09-SA01	Housing Authority of the City of Bremerton Section 8 Contract Administrative Services November 1, 2008 – October 31, 2009	*Base Fee – 80% **Incentive Fee – 50%
HPS 07-48	Gregory House Programs Shelter Plus Care December 1, 2008 to November 30, 2009	$506,520.00

*The Base Fee is calculated on 2% of the total Contract Rent for the period the projects transferred from the U.S. Department of Housing and Urban Development to the HPHA.
**The Incentive Fee is calculated based on performance and can be up to an additional 1% of the total Contract Rent.

Status Reports:

1. Sale of Wilikina Apartments

   a. The Dept of the Attorney General (AG) has reviewed the Purchase and Sales Agreement and is re-drafting the agreement with a targeted completion date of 12/18/08.
   b. Upon approval of the purchase and sales agreement by the AG's, the HPHA will forward the agreement to the HPHA's real estate advisor, Alvarez & Marsal Real Estate Advisory Services (A&M) for execution with the potential buyer. The potential buyer will then proceed with financing the purchase which may include tax credits.
   c. Target date for completion of the sale is April 2009.
   d. Staff shall continue to communicate with and monitor A&M's activities to avoid delay of the sale of the property.

2. Sale of Banyan Street Manor

   a. Alvarez & Marsal Real Estate Advisory Services (A&M) will submit a draft Request For Proposal (RFP) to the HPHA for review and comment.
   b. The RFP issuance date is targeted for December 2008.
   c. Staff will continue to communicate with and monitor A&M's activities to avoid any delay of the issuance of the RFP.

3. Sale of Vacant Parcel, Hana, Maui – Procurement Timeline:

   a. A solicitation for a real estate company to assist with the sale of the vacant parcel was conducted on the State Procurement Office's electronic procurement system, HePS, with quotes due on 10/31/08.
   b. The HPHA has engaged Hana Coast Realty as the broker for the sale of the vacant parcel in Hana.
   c. Hana Coast Realty is prepared to list the property in December 2008.

Section 8 Subsidy Programs Branch
Program Report

As of November 30, 2008

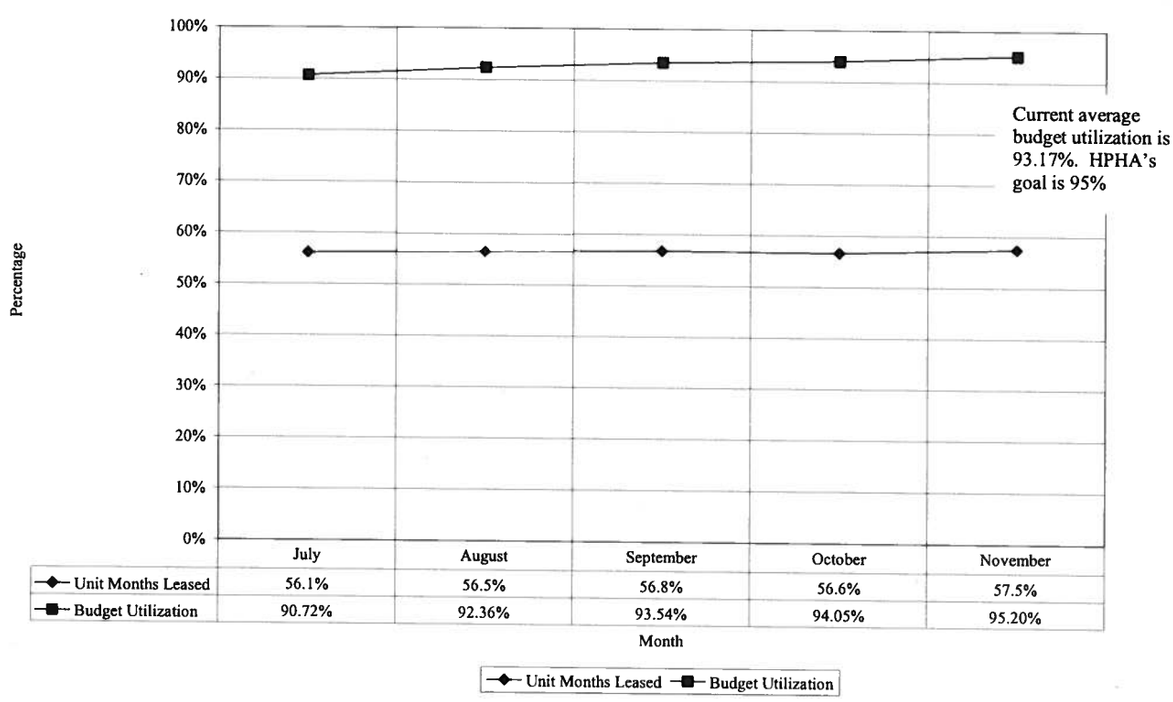
Federal Housing Choice Voucher (Section 8) Program

2009 Fiscal Year Report (Cumulative Trend)

- For FY 2009, unadjusted average monthly voucher lease up is 1,734 or 56.70% of the total 3,058 baseline vouchers.
- The Housing Assistance Payments (HAP) unadjusted average annual budget utilization is 93.17% of the total annual allocated budget of $18,994,788 or $1,582,899 per month.
- The monthly average per unit cost subsidy is $851.00 per month. The amount reflects the difference between what the family pays towards rent and the approved payment standard. Payment standards vary among bedroom sizes.
- November 2008 subsidy payments show a 1.15% monthly increase in subsidy expenditures from the previous month and a .9% increase in voucher usage.
- The values for previous reports may not be the same as currently reported due to retroactive adjustments in lease up and subsidy payments.

Monthly Report (Monthly Snapshots)

FY 2009 Section 8 Budget Utilization and Unit Months Leased



	July	August	September	October	November
Unit Months Leased	56.1%	56.5%	56.8%	56.6%	57.5%
Budget Utilization	90.72%	92.36%	93.54%	94.05%	95.20%

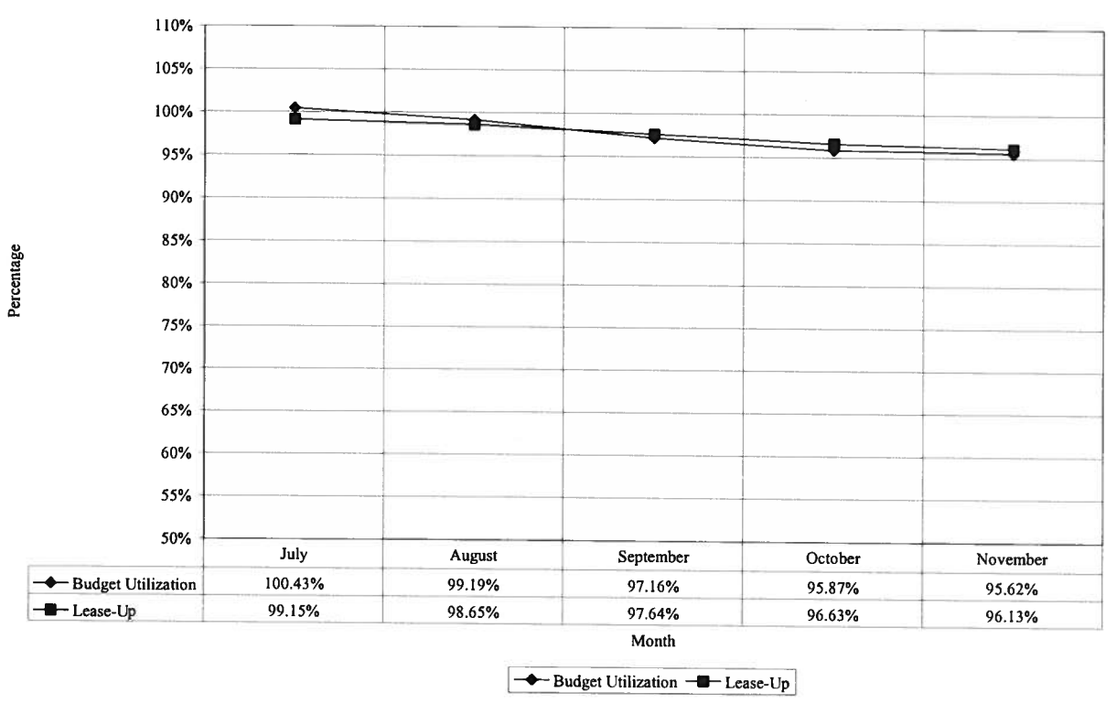
State Rent Supplement Program

2009 Fiscal Year Report (Cumulative Trend)

- For FY 2009, unadjusted average monthly lease up is 382 families or 97.64% of the total 397 possible families when based on the average subsidy payments.
- The Rent Supplement unadjusted average annual budget utilization is 97.65% of the total annual allocated budget of $924,720 or $77,060 per month.
- The monthly average per unit cost subsidy is $194.00 per month. The amount reflects the difference between what the family pays towards rent and the maximum subsidy amount of $230.00 per month.
- November 2008 Rent Supplement Subsidy payments show a .5% monthly decrease in from the previous month due to 2 families who left the program, which caused a reduction in the budget utilization.
- The program is expecting one family to complete their contract in December and three families have verifications that are pending. 10 families from the program's wait list have been contacted to determine eligibility.
- The values for previous reports may not be the same as the current reported due to retroactive adjustments in lease up and subsidy payments.

Monthly Report (Monthly Snapshots)

FY 2009 Rent Supplement Program Budget Utilization and Lease Up



	July	August	September	October	November
Budget Utilization	100.43%	99.19%	97.16%	95.87%	95.62%
Lease-Up	99.15%	98.65%	97.64%	96.63%	96.13%

HOMELESS PROGRAMS BRANCH
Month ending November 30, 2008

I. ACCOMPLISHMENTS

A. Shelter Management

	Total Number of units:	Number of Vacant Units:	Wait List:
1. Weinberg Village Waimanalo (Waimanalo, Oahu) Family Shelter	30	1	64 families
2. Nakolea (McCully, Oahu) Working singles	88	0	2 individuals
3. Kulaokahua (Makiki, Oahu) Single homeless seniors	29	0	26 families
4. Next Step Shelter (Kakaako, Oahu) Emergency shelter for singles & families	175	0	n/a
Next Step – Puahala	14	0	n/a
5. Onelau'ena (Kalaeloa, Oahu) Emergency shelter for singles/families	64 family/2 dorms	3 single beds/ 2 units	73 singles/ 31 families
6. Onemalu (Kalaeloa, Oahu) Transitional shelter for singles/families	44	4	112 families
7. Hale Ulu Pono (Kalaeloa, Oahu) Homeless mentally ill singles	72	6 beds	25
8. Paiolu Kaiaulu (Leeward Oahu) Emergency shelter for singles and families	125	6 singles	n/a
9. Kumuhonua (Kalaeloa, Oahu) Transitional shelter for adult familes **Opening December**	64		
10. Ulu Ke Kukui (Leeward Oahu) Transitional shelter for families **Opening December**	80		

DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY (HPHA)
STAFFING REPORT
As of December 1, 2008

Branch	Section	Total Full Time Positions Civil Svc	Exempt	Total	Occupied	Vacant	% Vacant	Active Recruitment Yes	No
Office of the Executive Director		5	3	8	8	0	0.00%	0	0
		5	3	8	8	0	0.00%	0	0
Planning and Evaluation Office		1	2	3	0	3	100.00%	1	2
		1	2	3	0	3	100.00%	1	2
Compliance Office		1	3	4	2	2	50.00%	1	1
		1	3	4	2	2	50.00%	1	1
Housing Information Office		0	2	2	1	1	50.00%	0	1
		0	2	2	1	1	50.00%	0	1
Hearings Office		1	2	3	3	0	0.00%	0	0
		1	2	3	3	0	0.00%	0	0
Fiscal Management Office	FM Office	4	0	4	2	2	50.00%	0	2
	Acctg Sec	10	0	10	6	4	40.00%	0	4
	Pay & Disb	4	0	4	4	0	0.00%	0	0
	Budget	1	1	2	1	1	50.00%	1	0
	Asset Mgt	1	0	1	0	1	100.00%	0	1
		20	1	21	13	8	38.10%	1	7
Information Technology		1	5	6	3	3	50.00%	0	3
		1	5	6	3	3	50.00%	0	3
Personnel Office		4	1	5	4	1	20.00%	0	1
		4	1	5	4	1	20.00%	0	1
Procurement Office		5	4	9	5	4	44.44%	1	3
		5	4	9	5	4	44.44%	1	3
Construction Mgt. Branch		2	0	2	1	1	50.00%	1	0
	CMS	3	0	3	2	1	33.33%	0	1
	CMS I	2	7	9	5	4	44.44%	0	4
	CMS 2	4	3	7	6	1	14.29%	1	0
	DSS	1	2	3	2	1	33.33%	0	1
		12	12	24	16	8	33.33%	2	6
Homeless Branch	Homeless	1	10	11	10	1	9.09%	1	0
		1	10	11	10	1	9.09%	1	0
Section 8 Branch	Sec 8 Office	2	0	2	2	0	0.00%	0	0
	Insp Unit	1	7	8	6	2	25.00%	0	2
	Rent Sub Sec 1	14	0	14	10	4	28.57%	0	4
	Rent Sub Sec 2	13	0	13	6	7	53.85%	0	7
		30	7	37	24	13	35.14%	0	13
Property Management & Maint. Services Branch	PMMSB	3	2	5	1	4	80.00%	1	3
	MGT SEC	2	0	2	2	0	0.00%	0	0
	APP	7	0	7	5	2	28.57%	1	1
	RSS	3	8	11	7	4	36.36%	0	4
	PMCS	2	5	7	4	3	42.86%	0	3
	CMSS	23	0	23	19	4	17.39%	0	4
	OAHU 1	25	0	25	21	4	16.00%	1	3
	OAHU 2	28	0	28	22	6	21.43%	1	5
	OAHU 3	35	0	35	30	5	14.29%	2	3
	OAHU 4	27	0	27	21	6	22.22%	2	4
	OAHU 5	30	0	30	22	8	26.67%	1	7
	HAWAII 7	16	0	16	14	2	12.50%	1	1
	KAUAI 8	10	0	10	8	2	20.00%	2	0
	MAUI 9	13	0	13	9	4	30.77%	2	2
		224	15	239	185	54	22.59%	14	40
TOTAL		**305**	**67**	**372**	**274**	**98**	**26.34%**	**21**	**77**

HAWAII PUBLIC HOUSING AUTHORITY (HPHA) VACANCIES
As of December 2, 2008

Pos. No.	CS EX TA	Funding Source	Type of Pos. P/T	Authorized Position Title	SR	Status
COMPLIANCE OFFICE						
103020	EX	N	T	Chief Compliance Officer	SRNA	Updating position description.
41041	CS	W	P	Secretary I	SR12	No action; cost savings.
	FISCAL MANAGEMENT OFFICE					
41253	CS	N	P	Secretary II	SR14	No action; cost savings.
98903K	CS	N	P	Office Assistant III	SR08	No action; cost savings.
		ACCOUNTING SECTION				
41252	CS	N	P	Accountant IV	SR22	No action; cost savings.
46278	CS	W	P	Accountant II	SR18	Unable to fill; state funded.
22265	CS	W	P	Account Clerk III	SR11	Unable to fill; state funded.
111496	CS	N	P	Accountant III	SR20	No action; cost savings.
		ASSET MANAGEMENT STAFF				
96908K	T	N	P	Office Assistant III	SR10	No action; cost savings.
HOUSING INFORMATION OFFICE						
102041	EX	W	T	Housing Information Officer	SRNA	No action; cost savings.
	PROCUREMENT OFFICE					
117691	EX	N	T	Contract Specialist	SRNA	No action; cost savings.
100882	EX	W	T	Contracts & Procurement Officer	SRNA	HPHA staff temporarily assigned.
31664	CS	W	P	Procurement & Supply Specialist II	SR20	No action; cost savings.
96903K	CS	N	P	Office Assistant II	SR10	No action; cost savings.
	CONSTRUCTION MGMT BRANCH					
25649	CS	N	P	State Housing Dev Administrator	EM07	Received eligible listing and pending interviews.
2800	CS	W	P	Secretary II	SR14	No action; cost savings.
102205	SH	N	T	Student Helper II	NA	No action; cost savings.
		CONSTRUCTION MGMT SECTION				
5857	CS	N	P	Secretary II	SR14	No action; cost savings.
			CONSTRUCTION MGMT UNIT 1			
103024	EX	N	T	Contract Administrator	SRNA	No action; cost savings.
100439	EX	W	T	Housing Warranty & Inspection Asst.	SRNA	State funded unable to fill.
100202	EX	W	T	Project Engineer	SRNA	State funded unable to fill.
102383	EX	N	T	Project Engineer	SR26	No action; cost savings.
			CONSTRUCTION MGMT UNIT 2			
102676	EX	W	T	Engineer (Building) IV	SRNA	State funded unable to fill.
			DEVELOPMENT SUPPORT SECTION			
100886	EX	W	T	Housing Development Specialist I	SRNA	State funded unable to fill.
	HOMELESS PROGRAM BRANCH (HPB)					
103011	EX	A	P	Homeless Program Specialist	SRNA	Continuous recruitment.

HAWAII PUBLIC HOUSING AUTHORITY (HPHA) VACANCIES
As of December 2, 2008

Pos. No.	CS EX TA	Funding Source	Type of Pos. P/T	Authorized Position Title	SR	Status
	INFORMATION TECHNOLOGY OFFICE					
51820	CS	N	T	Office Assistant III	SR08	No action cost savings.
100388	EX	N	T	HPHA Systems Analyst	99	No action cost savings.
106429	EX	N	T	HPHA Systems Analyst	99	No action cost savings.
	PERSONNEL OFFICE					
51784	CS	N	T	Office Assistant III	SR08	No action; cost savings.
	PLANNING AND EVALUATION OFFICE					
102034	EX	N	P	Housing Planner (Supervisor)	SRNA	Start date 1215/08.
107934	EX	N	T	Housing Planner	SRNA	No action; cost savings.
98902K	EX	N	P	Office Assistant III	SR 10	No action; cost savings.
	PROPERTY MANAGEMENT AND MAINTENANCE SERVICES BRANCH					
101072	CS	N	T	Public Hsg Mgr VII	SRNA	Pending recommendation.
96904K	EX	N	T	Hsg Maintenance Manager	SR26	No action; cost savings.
96905K	CS	N	T	Secretary II	SR14	No action; cost savings.
32210	CS	W	P	Office Assistant III	SR08	No action; cost savings.
		CENTRAL MAINTENANCE SERVICES				
5968	CS	N	P	Welder I	BC10	No action; cost savings.
5647	CS	A	P	Office Assistant IV	SR10	State funded unable to fill.
8756	CS	N	P	Bldg Maint Wkr I	BC09	No action; cost savings.
PMMSB-MS-APPLICATION SERVICES UNIT						
9648	CS	N	P	Public Hsg Spclt II	SR18	No action; cost savings.
117850	CS	N	T	Public Hsg Spclt II	SR18	Pending request from PMMSB
		Asset Management Project 30 (MU 1)				
5636	CS	N	P	Public Housing Spclt II	SR18	No action; cost savings.
6171	CS	N	P	Account Clerk II	SR08	No action; cost savings.
42292	CS	N	P	Social Service Asst IV	SR11	Received eligible listing and pending interviews.
6791	CS	N	P	General Laborer II	BC03	No action; cost savings.
105749	TA	N	T	Social Service Aide I	SRNA	No action; cost savings.
105756	TA	N	T	General Laborer I	SRNA	Employee terminated 11/10/08.
		Asset Management Project 31 (MU 2)				
5855	CS	W	P	Secretary I	SR12	Stated funded unable to recruit.
30242	CS	N	P	Office Assistant III	SR08	Employee retired effective 11/28/08.
11626	CS	N	P	Building Maintenance Worker II	WS09	Interviews completed; non-selection.
10879	CS	N	P	Building Maint. Worker I	BC09	No action; cost savings.
4939	CS	N	P	General Laborer II	BC03	No action; cost savings.
32407	CS	N	P	General Laborer I	BC02	No action; cost savings.
6642	CS	N	P	Truck Driver	BC06	No action; cost savings.
105752	TA	N	T	Janitor II	BC02	No action; cost savings.
101119	TA	N	T	General Laborer I	BC02	No action; cost savings.
101137	TA	N	T	Janitor II	BC02	No action; cost savings.
105748	TA	N	T	Social Services Aide I	SRNA	Pending start date.
101128	TA	N	T	Social Services Aide I	SRNA	No action; cost savings.

HAWAII PUBLIC HOUSING AUTHORITY (HPHA) VACANCIES
As of December 2, 2008

Pos. No.	CS EX TA	Funding Source	Type of Pos. P/T	Authorized Position Title	SR	Status
		Asset Management Project 39 (MU 9)				
23050	CS	N	P	Public Hsg Spvr III	SR20	No action; cost savings.
6352	CS	N	P	Secretary I	SR12	No action; cost savings.
4938	CS	N	P	Bldg. Maint. Wkr I	BC09	announcement.
101121	TA	N	T	General Laborer I	SRNA	No action; cost savings.
101122	TA	N	T	General Laborer I	SRNA	No action; cost savings.
101134	TA	N	T	Clerk I	SR04	No action; cost savings.
105750	TA	N	T	General Laborer I	SRNA	No action; cost savings.
		PRIVATE MANAGEMENT CONTRACTS SECTION (PMCS)				
102048	EX	W	P	Property Management Specialist	SR22	No action; cost savings.
42096	CS	W	P	Secretary I	SR12	State funded unable to fill.
96903K	EX	N	T	Office Assistant III	SRNA	No action; cost savings.
		RESIDENT SERVICES SECTION				
41254	CS	N	T	Secretary I	SR12	No action; cost savings.
51818	CS	N	T	Office Assistant III	SR08	Applicant declined and will not fill position.
103036	EX	N	T	Resident Services Pgm Specialist	99	No action; cost savings.
111874	EX	N	T	Resident Services Pgm Specialist	99	No action; cost savings.
103043	TA	N	T	Social Service Aide I	SR05	No action; cost savings.
	SECTION 8 - INSPECTION UNIT					
101214	EX	N	T	Lead Housing Inspector	99	No action; cost savings.
100572	EX	N	T	Housing Inspector	SRNA	No action; cost savings.
101130	TA	N	T	Office Assistant II	SR04	No action; cost savings.
		RENT SUBSIDY SECTION 1				
29009	CS	N	P	Office Assistant III	SR08	No action; cost savings.
23029	CS	N	P	Public Hsg Spclt II	SR18	No action; cost savings.
28657	CS	A	P	Public Hsg Spclt II	SR18	No action; cost savings.
46983	CS	A	P	Public Hsg Spclt II	SR18	No action; cost savings.
14977	CS	N	P	Office Assistant III	SR08	No action; cost savings.
		RENT SUBSIDY SECTION 2				
28654	CS	N	T	Office Assistant III	SR08	No action; cost savings.
35416	CS	N	T	Public Hsg Spclt II	SR18	No action; cost savings.
23103	CS	A	P	Public Hsg Spclt II	SR18	No action; cost savings.
111465	CS	N	T	Public Hsg Spclt II	SR18	No action; cost savings.
111467	CS	N	T	Public Hsg Spclt II	SR18	No action; cost savings.
111468	CS	N	T	Public Hsg Spclt II	SR18	No action; cost savings.
111469	CS	N	T	Public Hsg Spclt II	SR18	No action; cost savings.
101132	TA	N	T	Office Assistant II	SRNA	No action; cost savings.

HAWAII PUBLIC HOUSING AUTHORITY (HPHA) VACANCIES
As of December 2, 2008

Pos. No.	CS EX TA	Funding Source	Type of Pos. P/T	Authorized Position Title	SR	Status
		Asset Management Project 32/33 (MU 3)				
5035	CS	N	P	Public Housing Suvr IV	SR22	Pending request to fill from PMMSB.
6286	CS	N	P	Public Housing Specialist II	SR18	No action; cost savings.
46195	CS	N	P	Social Service Asst IV	SR11	Pending request to fill from PMMSB.
8834	CS	N	P	Bldg Maint Wkr I	BCO9	No Action; cost savings.
10541	CS	N	P	Bldg Maint Wkr I	BC09	No action; cost savings.
6788	CS	N	P	Truck Driver	BC06	No action; cost savings.
101126	TA	N	T	Social Service Aide I	SRNA	No action; cost savings.
		Asset Management Project 34 (MU4)				
6693	CS	W	P	Public Hsg Spvr IV	SR22	State funded unable to fill.
23696	CS	W	P	Public Hsg Spclt II	SR18	State funded unable to fill.
6728	CS	N	P	Building Maint Wkr I	BC09	Pending start date.
6792	CS	W	P	Building Maint. Helper	BC05	State funded unable to fill.
8842	CS	N	P	Painter I	BC09	Pending eligible listing from DHS.
12703	CS	N	P	General Laborer I	BC03	interviews.
101127	TA	N	T	Social Service Aide I	SRNA	No action; cost savings.
119175	CS	N	T	Building Maintenance Wkr I	BC09	Temp position (vicing) for WC purposes. Received eligible listing and pending interviews.
		Asset Management Project 35 (MU 5)				
9204	CS	N	P	Public Hsg. Supr IV	SR22	Pending start date.
41258	CS	N	P	Bldg. Maint Wkr II	WS09	Retired 11/28/08.
23574	CS	N	P	Bldg. Maint Wkr I	BC09	Pending request to fill from PMMSB.
5640	CS	N	P	Bldg. Maint Wkr I	BC09	No action; cost savings.
10866	CS	N	P	Bldg. Maint Wkr I	BC09	No action; cost savings.
43948	CS	N	P	General Laborer II	BC03	No action; cost savings.
15486	CS	N	P	General Laborer I	BC02	No action; cost savings.
23698	CS	W	P	Public Hsg Spclt I	SR16	State funded unable to fill.
8846	CS	N	P	Buldiing Maint. Worker I	BC09	No action; cost savings.
101115	TA	N	T	General Laborer I	SRNA	No action; cost savings.
		Asset Management Project 37 (MU 7)				
6931	CS	N	P	Bldg. Maint. Supervisor	F109	Interviews completed; non-selection.
8719	CS	N	P	Secretary I	SR12	No action; cost savings.
28995	CS	N	T	Public Housing Specialist I	SR16	Employee terminated 10/31/08.
101112	TA	N	T	General Laborer I	SRNA	Pending start date.
101136	TA	N	T	Clerk I	SRNA	Pending start date.
101123	TA	N	T	Social Services Aide I	SRNA	Pending start date.
119121	CS	N	T	Building Maintenance Wkr I	BC09	Temp position (vicing) for WC purposes; completed interview and pending recommendation.
		Asset Management Project 38 (MU 8)				
8830	CS	N	P	Secretary I	SR12	Completed interviews and pending recommendation
41349	CS	N	P	Public Housing Supervisor III	SR20	Employee terminated eff: 11/21/08.
102241	TA	N	T	General Laborer I	SRNA	No action; cost savings.
102242	TA	N	T	General Laborer I	SRNA	No action; cost savings.

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