

West Los Angeles budget, revenues
& expenditures

Request 7: Copies of all current land
agreements

Long Term Sharing Agreements



41. Sharing Agreement Number V691S-171
(Aug 1999 to Jul 2009)

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 1 of 30**

**Network Business Center
VA Long Beach Healthcare System, West Los Angeles
Enhanced Health Care Resources Sharing Agreement**

1. **Sharing Agreement:** This Contract (V691S-171) is a Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.

This Contract provides for the use of VA Greater Los Angeles Healthcare System, West Los Angeles (the "VA") land (the "Shared Property") and other resources, as specified in section 1B below. The terms of the Contract are as follows:

- A. **Parties:** Sharing Partner and VA Greater Los Angeles Healthcare System, West Los Angeles.
- B. **Resources to be shared:** Refer to Requirements and Scope of Work attached hereto.
- C. **Period of Performance:** Ten Years with one (1) ten-year option beginning on the Contingency Date (as herein defined) if Sharing Partner decides to proceed, as provided in Section 2 of Attachment F hereto.
- D. **Pricing and Payment Terms:** In accordance with the Rent Schedule attached hereto as Attachment J.

Payment of rent shall commence upon the Contingency Date. Rent monies will be paid in advance, due on the 1st of each month and will be considered late if not paid by the 10th.

- E. **Payment.** The Sharing Partner shall make all rent payments payable to VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES AGENT CASHIER, and shall submit the initial rent payment as mutually negotiated and agreed following full execution of this Contract. Payment(s) shall be in the form of a certified or cashier's check, bank draft, US Post Office money order or US currency and delivered to VA Greater Los Angeles Healthcare System, West Los Angeles: Attention: Agent Cashier, 11301 Wilshire Blvd., Bldg. 500, Los Angeles, CA 90073.
- F. **Authorization to Act on Behalf of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES:** The Contracting Officer (hereinafter: "CO") is the only United States Government (hereinafter: "Government") official who shall be authorized to enter into, modify, administer and terminate this Contract and to give any and all direction required of the VA under this Contract.

41-1

Enhanced Sharing Agreement

*Brentwood Athletic Complex
Agreement Number V691S-171
Page 2 of 30*

- G. Restriction:** The Department of Veterans Affairs (hereinafter: "DVA") prohibits the use of the Shared Property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts). Sharing Partner shall not allow the parking of vehicle on grass and tree areas within the Shared Property except in connection with permitted uses of the Shared Property which require parking in excess of that provided in the Parking Lot (as defined in the attached Requirements and Scope of Work). The DVA prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff or, provided they are approved by the DVA, the duly authorized employees of a duly licensed private security firm retained by the Sharing Partner. No pyrotechnics (explosive devices, smokescreens, etc.) will be permitted on Government property.
- H. Security.** The Sharing Partner shall provide security, and may patrol the Shared Property. Random inspections by the CO, the CO's Technical Representative ("COTR") or VA Security Police may be conducted during the Period of Performance after giving the Sharing Partner reasonable prior notice thereof, but in the case of a patient emergency, the CO, the COTR and/or the VA Security Police may enter the Shared Property without prior notice to the Sharing Partner. Notwithstanding the foregoing, the CO, the COTR and/or the VA Security Police, as the case may be, shall make a good faith effort to notify the Sharing Partner before such entry.
- I. Insurance.** Sharing Partner shall furnish, at its own expense, original certificates of insurance to the DVA, five (5) days prior to the use of the Shared Property. The term of the insurance must be for the duration of the period of performance covered by this Sharing Agreement.

1. Types and Limits of Insurance

The following types and limits of insurance are required:

- a. Comprehensive or commercial general liability insurance to include the following coverages; premise/operations, products/completed operations (when applicable), contractual personal injury, broad form property damage, with limits not less than One Million Dollars, (\$1,000,000.00) combined single limit for bodily injury and property damage.
- b. Workers Compensation Insurance and Employer's Liability Insurance, as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident.

4/1-2

Enhanced Sharing Agreement

*Brentwood Athletic Complex
Agreement Number V691S-171
Page 3 of 30*

- c. Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including coverage or owned, non-owned and hired vehicles, including loading and unloading operations.
- d. The DVA may require other insurance coverage deemed appropriate for a specific event.
- e. The CO or his or her designee is hereby authorized to reduce the requirements set forth herein in the event that they determine that such reduction is in DVA's best interest. Such reduction shall not be binding unless in writing and signed by the CO or his or her designee.

2. Coverage

- a. The DVA, its boards and commissions, officers, agents, employees and volunteers must be named as additional insureds and are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Sharing Partner; products and completed operations of the Sharing Partner; and premises owned or used by the Sharing Partner. The coverage shall contain no special limitations on the scope of protection afforded to the DVA, its boards and commissions, officers, agents, employees and volunteers.
- b. Sharing Partner's insurance coverage shall be primary insurance as respects the DVA, its boards and commissions, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the DVA, its boards and commissions, officers, agents, employees and volunteers shall be in excess of Sharing Partner's insurance and shall not contribute with it.
- c. Coverage shall state that Sharing Partner's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Each insurance policy required by this Section 11 shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the DVA.
- e. Subcontractors. Sharing Partner shall include each of its subcontractors as insureds under the policies of insurance required, or alternatively shall provide to the DVA certificates of insurance and binding endorsements evidencing satisfactory compliance by each subcontractor with insurance requirements stated herein.

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 4 of 30**

3. Waiver of Subrogation (For Workers Compensation Coverage Only)

The insurer shall agree to waive all rights of subrogation against the DVA, its boards and commissions, officers, agents, employees and volunteers for losses arising from activities and operations of Sharing Partner in the performance of services under this Sharing Agreement.

4. Acceptability of Insurers

Insurance is to be placed with insurers rated A-7 or better by A.M. Best's rating service.

5. Verification of Coverage

Sharing Partner shall furnish the DVA with certificates of insurance complying with this Section 1L. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the DVA and are to be received and approved by the DVA five (5) days prior to the first use day.

6. Remedies for Breach of Insurance Requirements

If Sharing Partner, for any reason, fails to maintain insurance coverage which is required pursuant to this Sharing Agreement, the same shall be deemed a material breach of contract. The DVA, at its sole option exercisable any time after Sharing Partner's failure to cure said breach within thirty (30) days after receiving written notice thereof, may terminate this Sharing Agreement and obtain damages, if any, from the Sharing Partner resulting from said breach.

J. Sharing Partner shall be responsible for all damages to VA property, including without limitation the Shared Property, caused by its gross negligence or willful misconduct and any repairs, if necessary, shall be at the expense of Sharing Partner.

2. General Terms and Conditions: shall be as follows:

A. Relationship. The relationship of the parties is not and shall not be construed or interpreted to be a partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship.

B. Termination. Either party may terminate this Contract for convenience by giving the other party prior written notice thereof on or before the first day of May of the year in which the end of the applicable Period of Performance will occur. In the event of termination, the Sharing Partner shall be responsible for payment for all rent due the VA prior to the effective date of termination. In the event that this termination clause is exercised, each party will bear its own costs associated with the termination and will

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 5 of 30**

not seek damages or compensation from the other party caused by the termination, except that in the case of a termination by the VA (other than as provided in subparagraphs (i) or (ii) below), Sharing Partner shall be entitled to receive from the VA concurrently with such termination the unamortized value of the capital improvements made by the Sharing Partner to the Shared Property (the "Capital Improvements") in accordance with the amortization schedule set forth in Attachment K to this Sharing Agreement.

(i) **Termination for cause.** The VA may terminate this Contract, or any part hereof, for cause in the event of any material default by the Sharing Partner, or if the Sharing Partner fails to provide the VA, upon written request, with adequate assurances of future performance, by giving at least ninety (90) days prior written notice. In the event of termination for cause, the Sharing Partner shall be liable to the VA for any and all rights and remedies provided by law. If it is determined that the VA improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.

(ii) The DVA reserves the right to unilaterally terminate this agreement immediately if Sharing Partner has caused Government owned assets or the public to be endangered.

- C. **Modification:** This Contract may need to be modified during the Period of Performance. All modifications shall be in writing and, except for termination, have the written consent of both parties.
- D. **Governing Law:** This Contract shall be governed, construed, and enforced in accordance with Federal law.
- E. **Contractor Disputes:** All disputes arising under or relating to this Contract shall be resolved in accordance with this Section.
1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract Terms, or other relief, arising or relating to the Contract.
 2. Any controversy or claim arising out of or relating to this Contract on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall furnish a written reply on the claim to the Sharing Partner.

4/1-5

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 6 of 30**

3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by arbitration at the VA Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.
- F. **Use of the VA's Name (Advertising):** Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA (Endorsements (advertising) subject to 5 C.F.R. 2635.702).
- G. **Indemnification:** Sharing Partner shall hold harmless and indemnify the VA from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Contract.
- H. **Independent Contractor.** The VA is an independent contractor with respect to the services performed under this Contract. Nothing contained herein shall be construed as an employment relationship or partnership between the VA and Sharing Partner.
- I. **Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

VA Contact Person

Ralph Tillman, Contracting Officer
Network Business Center
Construction Contracting Section (NBC/CC)
5901 East Seventh Street, Building 149
Long Beach, CA 90822
Telephone: ~~(562) 494-5884~~
Facsimile: ~~(562) 494-5888~~

Sharing Partner

Donald P. Winter
Assistant Headmaster,
Business Affairs
Brentwood School
100 South Barrington Place
Los Angeles, California 90049
Telephone: ~~(310) 476-0609~~
Facsimile: ~~(310) 476-1800~~

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 7 of 30**

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

United States of America
Department of Veteran Affairs
VA Greater Los Angeles Healthcare System, WLA

Sharing Partner:

Brentwood School

By

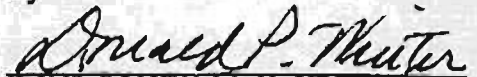


Ralph Tillman
Contracting Officer
Network Business Center

Date

8/14/99

By



Donald P. Winter
Assistant Headmaster, Business Affairs
Brentwood School

Date

7/27/99

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 8 of 30**

Requirements and Scope of Work

The DVA is providing to the Sharing Partner the use of approximately 20 acres of land (the "Shared Property") on a year round basis under an Enhanced Sharing Agreement. The Period of Performance shall be an initial ten (10)-year contract with one (1) ten (10)-year option exercisable only by mutual agreement of the parties. In the event that the DVA does not share the Sharing Partner's desire to exercise the 10-year option, the DVA shall pay to the Sharing Partner at the end of the applicable Period of Performance the unamortized value of the Capital Improvements in accordance with the amortization schedule set forth in Attachment K to the Sharing Agreement. If the DVA does not wish to exercise the 10-year option because it intends to accept a proposal for the Shared Property from a third party, Brentwood School shall nevertheless have a right, for a period of sixty (60) days after receiving notice thereof from the DVA, to match such proposal. If Brentwood School matches such proposal, the parties shall meet and confer and attempt in good faith to negotiate a new Enhanced Sharing Agreement based thereon. In addition, if the DVA does not wish to exercise the 10-year option because it intends, because it is legally required to do so, to solicit proposals from third parties through a bid or similar public process, then Brentwood shall be entitled to participate in such process and submit a proposal on an equal basis as all other parties. Finally, if the regulations governing the terms and conditions upon which the DVA is allowed to enter into this kind of Enhanced Sharing Agreement are revised in a manner that gives the DVA more discretion and authority to enter into an agreement that is more favorable to both parties (e.g., the discretion and authority to enter into a longer term), then the DVA shall promptly notify Brentwood thereof, and the parties shall meet and confer and attempt in good faith to negotiate a new Enhanced Sharing Agreement to replace and supersede this Contract.

1. Brentwood School shall be authorized, at its expense, to develop on the Shared Property an estimated 125 space parking lot (the "Parking Lot"), to relocate the existing access road, and to develop outdoor athletic facilities, including a football field, a track, six tennis courts, two covered outdoor basketball/volleyball courts, one softball diamond, one baseball diamond/soccer field; maintenance buildings, restroom facilities and other structures ancillary to the use of the Shared Property for athletic purposes (collectively the "Athletic Complex"), all substantially in accordance with the conceptual plan attached hereto as Attachment L (the "Conceptual Plan"). Final plans shall be subject to DVA approval. Brentwood School shall be responsible for the operation, maintenance, and scheduling the use of the Athletic Complex, the Parking Lot, and the access road. The Shared Property shall be fenced at the perimeter to prevent unauthorized use. Brentwood School shall be required to provide utilities. Once completed, Brentwood School shall be entitled to use the Athletic Complex, the Parking Lot, the access road (collectively, the "Capital Improvements") and the rest of the Shared Property for any school-related or school-sponsored purpose or function. At the conclusion of the Sharing Agreement, ownership of all Capital Improvements revert to the DVA, subject to any obligation the DVA may have to compensate the Sharing Partner for the unamortized value of such Capital Improvements as provided elsewhere in this Sharing Agreement.

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171**

Page 9 of 30

2. Brentwood School shall comply with all applicable laws, ordinances, and regulations of the State, County, and Municipality wherein the Shared Property is located, with regard to sanitation, licenses and permits to conduct such recreational activities and other matters.
3. The DVA reserves the right to enter upon the Shared Property at any time for the purpose of inspection and when otherwise deemed necessary for the protection of the interests of the DVA.
- ✓ 4. This Sharing Agreement requires the approval of the Brentwood Homeowner's Association and notification of the California Congressional delegation for the area.
5. Brentwood School shall provide the Capital Improvements indicated on Attachment E at its own expense. Any additional improvements to the Shared Property must be requested in writing and shall require approval of the DVA.
6. Brentwood School shall make every effort to increase public awareness of the DVA's role in making the premises available to the Brentwood School. Brentwood School will develop an information board at the Athletic Complex to update patrons on Veterans Affairs and shall refer to the Athletic Complex in advertisements and programs as being located on the DVA grounds.
7. All other uses of the Athletic Complex, the Parking Lot, the access road and the rest of the Shared Property by Brentwood School shall be contingent upon approval by the DVA, which approval shall not be unreasonably withheld.
8. The DVA shall have the right to schedule uses of the Athletic Complex or portions thereof at mutually convenient times to be agreed upon in advance which do not interfere with Brentwood School's use of the Athletic Complex.
9. During the Period of Performance of this Enhanced Sharing Agreement, the DVA shall not enter into any filming ["location"] agreements that affect or involve the Shared Property or Brentwood School's use thereof without first obtaining Brentwood School's approval, which approval shall not be unreasonably withheld. Provided that the DVA has obtained such approval, the DVA shall not be required to share revenue generated by filming ["location"] agreements with Brentwood School.
10. Brentwood School shall be responsible for all costs associated with gas, water, and electricity consumption in connection with Brentwood School's use of the Shared Property, including the Athletic Complex and the Parking Lot. In the event that the DVA uses the Athletic Complex, the DVA will compensate Brentwood School for utilities consumed during the event. The rate will be calculated on actual consumption and not an average of service.

Enhanced Sharing Agreement

Brentwood Athletic Complex

Agreement Number V691S-171

Page 10 of 30

General Marketing Requirements

Brentwood School shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA. Endorsements (advertising) subject to 5 C.F.R. 2635.702 The DVA reserves the right to approve/reject any/all such advertising presented by Brentwood School.

Brentwood School shall adhere to the guidelines on Attachment C, "Sign Posting for Special Events".

Miscellaneous Requirements:

Brentwood School is responsible for ensuring that the following policies are strictly adhered to:

The DVA prohibits the use of the Shared Property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays acts).

Brentwood School shall not allow the parking of vehicles on grass and tree areas within the Shared Property except in connection with permitted uses of the Shared Property which require parking in excess of that provided in the Parking Lot.

The DVA prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff or the duly authorized employees of a duly licensed private security firm retained by the Sharing Partner.

No pyrotechnics (explosive devices, smokescreens, etc.) will be permitted on the Shared Property without prior written approval from both the DVA and the Los Angeles County Fire Department.

The sale or consumption of alcohol is strictly prohibited on the Shared Property.

Brentwood School shall be responsible for:

Complete custodial maintenance of the Athletic Complex.

Providing a written report to the DVA as to the condition of the Athletic Complex. This report will detail the overall condition of the premises. This report will be provided at intervals no less than every 3 months.

Brentwood School is an independent contractor, engaged for the sole purpose of using the Shared Property as, and performing the services, described in this Enhanced Sharing Agreement.

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 11 of 30**

Brentwood School shall at all times act in good faith and in the best interests of the DVA, and shall use its best efforts and exercise all due care and sound business judgment in the use of the Shared Property and in performing its duties under this Enhanced Sharing Agreement. Brentwood School shall at all times comply with DVA policies, procedures and directives which are set forth in Attachments C, F, G, H and I to this Enhanced Sharing Agreement and are incorporated by reference and made part of this Agreement.

Parking:

For evening/weekend events at the Brentwood Athletic Complex, Brentwood School will utilize the Parking Lot only, unless the event generates more parking than can be accommodated in the Parking Lot.

Personnel

Key Personnel

The following key personnel are essential to the proper performance of Brentwood School's obligations under this Agreement ("Key Personnel") and shall perform the roles specified below:

- | | |
|------------------------|--|
| 1. <u>Don Winter</u> | (Title), <u>Assistant Headmaster, Business Affairs</u> |
| 2. <u>Pat Brown</u> | (Title), <u>Director of Athletics</u> |
| 3. <u>Nelson Joyel</u> | (Title), <u>Manager of Facilities Maintenance</u> |
| 4. _____ | (Title), _____ |

Brentwood School agrees to make the Key Personnel available as long as Brentwood School employs such persons. Prior to diverting or reassigning any Key Personnel to any other projects, Brentwood School shall notify the CO in writing at least fourteen (14) days in advance and shall submit the name of the proposed substitute individual with a description of his/her educational and professional background.

DVA Personnel

DVA "COTR". The term "COTR" (Contracting Officer Technical Representative) means the person designated in writing by the CO to represent the DVA for the purpose of monitoring technical performance under this Enhanced Sharing Agreement. The "COTR" is not authorized to issue any instructions or directions which effect any increase or decrease in the rent due under this Enhanced Sharing Agreement or which changes the Period of Performance.

DVA Contracting Officer. The term "Contracting Officer" means a person with DVA-delegated authority to enter into, modify, administer, and terminate contracts and orders.

4/1-11

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 12 of 30
Representations**

Representations of Brentwood School.

Brentwood School represents as follows:

- 1. The execution, delivery and performance of this Enhanced Sharing Agreement have been duly authorized by all necessary corporate action of Brentwood School.**
- 2. Brentwood School currently possesses all necessary licenses, permits and approvals required to execute, deliver and perform its duties under this Enhanced Sharing Agreement and is qualified to do business in all jurisdictions where such qualification is required for Brentwood School's performance of its obligations under this Enhanced Sharing Agreement.**
- 3. At the time of execution of this Enhanced Sharing Agreement, there has been no change in any of the Certifications Brentwood School submitted to the DVA with its proposal. Brentwood School agrees to notify the CO immediately, in writing, of any changes to Brentwood School's Certifications.**

Exercise of Option

If either party desires to exercise the option to extend the Period of Performance, it shall notify the other party, in writing, of its intent on or before the first day of May of the year in which the initial (and subsequent, if any) Period of Performance will expire. Unless both parties desire to exercise said option, this Enhanced Sharing Agreement shall terminate at the end of the applicable Period of Performance. If such termination occurs solely because the DVA does not desire to exercise said option, then concurrently with such termination, the DVA shall pay to Brentwood School the unamortized value of the Capital Improvements in accordance with the amortization schedule set forth in Attachment K to this Enhanced Sharing Agreement.

4/12

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 13 of 30**

Attachment Schedule

Attachment A: Intentionally omitted.

Attachment B: Shared Property Legal Description

Attachment C: Signage Policy

Attachment D: Area Map

Attachment E: Schedule of Capital Improvements

Attachment F: Additional Clauses

Attachment G: Equal Opportunity (52.222-26)

Attachment H: Liability Information

Attachment I: Disputes Clause

Attachment J: Rent Schedule

Attachment K: Capital Improvement Amortization Schedule

Attachment L: Conceptual Plan

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 14 of 30**

Attachment A

Proposed Equipment/Accessories

[Intentionally omitted.]

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 15 of 30**

Attachment B

Shared Property Legal Description

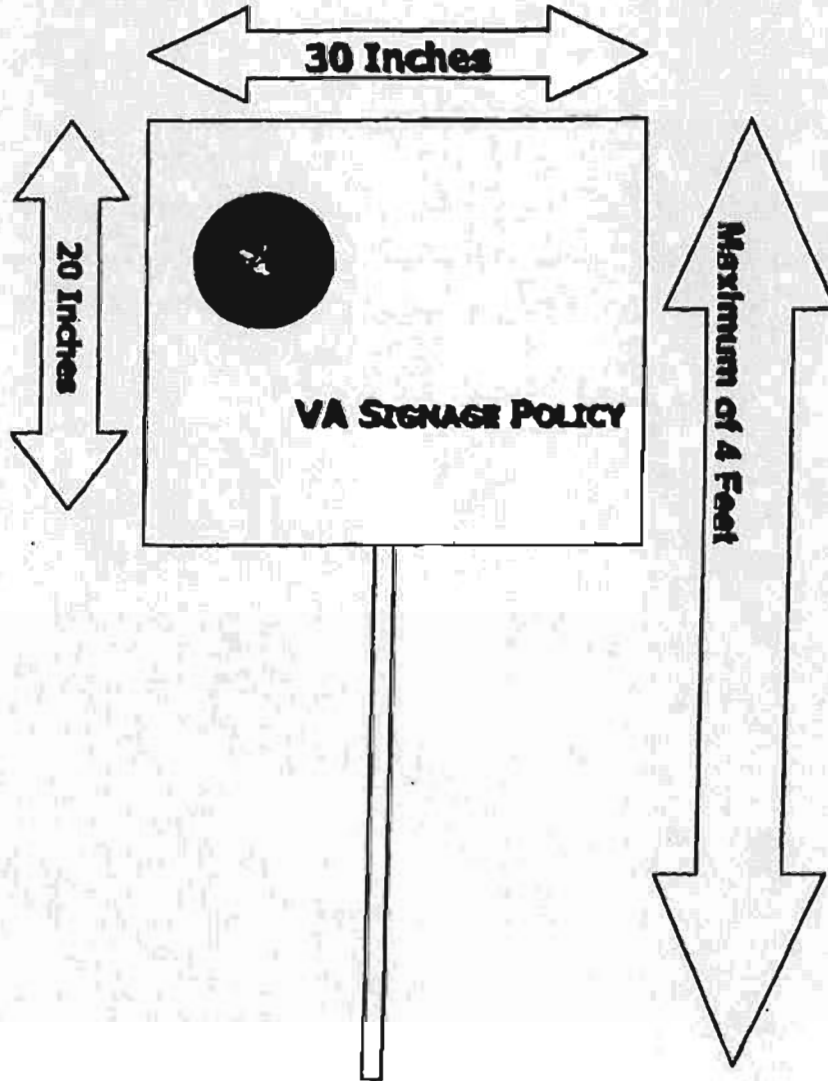
That portion of the 235.5 acres tract of land conveyed to The National Home for Disabled Volunteer Soldiers, by deed recorded in Book 1368, page 163 of Deeds, in the Rancho San Vicente, in the County of Los Angeles, State of California, described as follows:

[To be prepared by the VA]

Contains ___ acres.

41-15

Attachment C Sign Posting for Special Events



Signage indicating events or directions will be constructed of 20' X 30' foam core or poster board mounted on four (4) foot wooden or metal stakes using staples, nails or ties, (nylon or wire twist).

Event signage will flank any existing VA sign by at least 24 inches.

Never place event signage ON or in front of any existing VA sign!

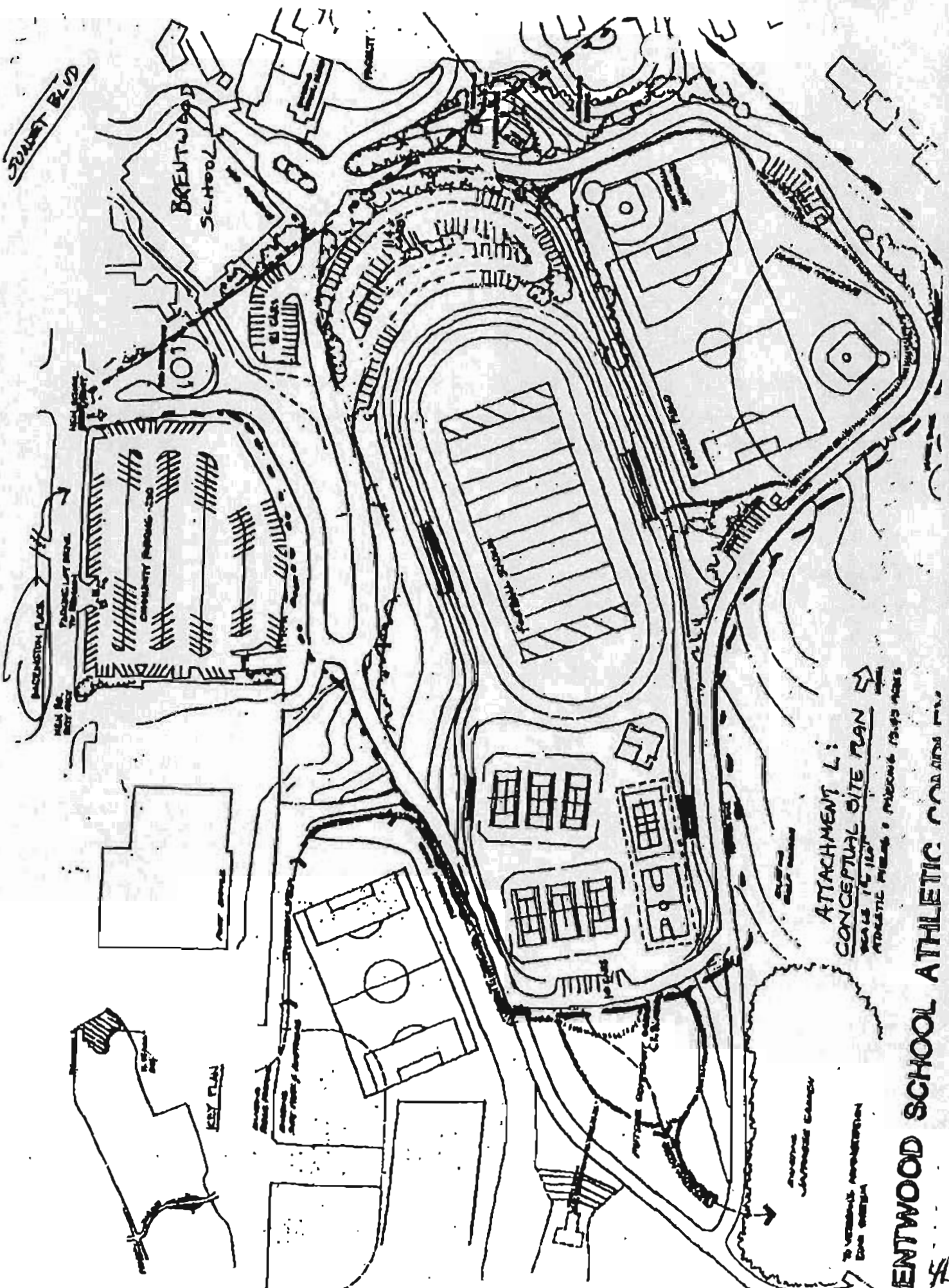
**Brentwood Athletic Complex
Agreement Number V691S-171
Page 16 of 30**

Enhanced Sharing Agreement

Attachment D

Area Map

41-17



ATTACHMENT L:
 CONCEPTUAL SITE PLAN
 SCALE 1/8" = 1'-0"
 ATHLETIC PLANS & PLOTS 12.15.1985

ENTWOOD SCHOOL ATHLETIC COMPLEX

4/8

Enhanced Sharing Agreement

*Brentwood Athletic Complex
Agreement Number V691S-171
Page 17 of 30*

ATTACHMENT E

CAPITAL IMPROVEMENTS SCHEDULE

Development on the Shared Property of the Capital Improvements is estimated to cost approximately \$2,500,000.

When actual costs are known, a new Attachment E will be prepared and substituted for this Schedule.

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 18 of 30**

**ATTACHMENT F
ADDITIONAL CLAUSES**

The parties hereto for the consideration hereinafter mentioned do covenant and agree as follows:

1. That the use and occupancy of the Shared Property shall be subject to the general supervision and approval of the CO and to such reasonable rules and regulations as may be prescribed by him/her from time to time.
2. That the Sharing Partner shall have up to sixty (60) days from the effective date of this Enhanced Sharing Agreement (the "Contingency Date") in which to conduct due diligence and inspect the Shared Property in order to determine (i) if the Shared Property can feasibly be utilized for the uses contemplated in the Conceptual Plan and (ii) whether the Athletic Complex, Parking Lot and relocated access road can in fact be constructed on the Shared Property at a reasonable cost. Sharing Partner shall notify the CO of its determinations in this regard in writing on or before the Contingency Date. Sharing Partner's failure to so notify the CO shall be deemed to be a disapproval resulting in the automatic cancellation of this Enhanced Sharing Agreement. However, assuming the Sharing Partner decides to proceed, the Sharing Partner shall be deemed to have inspected and known the condition of the Shared Property, and understands that the same is hereby shared without any representations or warranty by the Government whatsoever and without obligation on the part of the Government to make any alterations, repairs, or additions thereto, prior to occupancy by Sharing Partner.
3. That no permanent alterations or improvements shall be made to the Shared Property by the Sharing Partner (other than listed in Attachment E) without the prior written consent of the CO, which consent shall not be unreasonably withheld.
4. That the Sharing Partner shall comply with all applicable laws, ordinances and regulations of the State, County and municipality wherein the Shared Property is located, with regard to construction, sanitation, licenses or permits to do business and all other matters.
5. That the right is hereby reserved to the DVA, its officers, agents, and employees to enter upon the Shared Property at any time with reasonable advance notice, except in case of an emergency, for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the DVA, and the Sharing Partner shall have no claim of any character on account thereof against the DVA or any officer, agent or employee thereof.

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 19 of 30**

6. That the Sharing Partner shall be responsible for the cost of all utilities, repairs, and maintenance associated with its use of the Shared Property. The DVA shall provide the Sharing Partner with information regarding the appropriate points of connection for all utility systems. These points of connection shall be, in all cases, located on DVA property. The Sharing Partner shall be responsible for all costs associated with the installation of the utility system connections on DVA property. The Sharing Partner shall be responsible for the maintenance and any required inspections associated with the maintenance and operation and those portions of the utility systems that are located on the Shared Property. The Sharing Partner must also install and maintain metering for all installed utility systems. The DVA shall be responsible for providing and maintaining all utilities, which the Sharing Partner connects to the Shared Property.
7. That the Sharing Partner shall neither transfer nor assign this Enhanced Sharing Agreement or any property on the Shared Property, nor sublet the Shared Property or any part thereof, or any property thereon, nor grant any privilege whatsoever in connection with this Enhanced Sharing Agreement, without submitting a request in writing 30 days in advance, for approval by the CO. The terms of this paragraph shall not apply to contracts with third parties in connection with Sharing Partner use and management of the Shared Property.
8. That in the event the DVA terminates this Enhanced Sharing Agreement, prior to the date of expiration thereof, an equitable adjustment in the rent, utilities or services paid or thereafter to be paid under this Enhanced Sharing Agreement shall be made, in addition to any other obligations of the DVA required hereunder.
9. That if the Shared Property is destroyed by fire or other casualty so as to render the Shared Property untenable, Sharing Partner may terminate this Enhanced Sharing Agreement in its entirety by serving written notice upon the VA within thirty (30) days or in part, by supplemental agreement hereto, if approved by the CO.
10. That any property of the DVA damaged or destroyed by the Sharing Partner incident to the Sharing Partner's use and occupation of the Shared Property shall be promptly repaired or replaced by the Sharing Partner to the satisfaction of the CO or, in lieu of such repair or replacement, the Sharing Partner shall, if so required by the DVA, pay to the DVA money in an amount sufficient to compensate for the loss sustained by the DVA by reason of damages to or destruction of DVA property. The Sharing Partner shall make all payments payable to VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES AGENT CASHIER. Payment(s) shall be in the form of a certified or cashier's check, bank draft, US Post Office money order or US currency and delivered to VA Greater Los Angeles Healthcare System, West Los Angeles; Attention: Agent Cashier, 11301 Wilshire Blvd., Bldg. 500, Los Angeles, CA 90073.

41-21

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 20 of 30**

11. That the Sharing Partner shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or similar substances from the ground, except in the exercise of mineral rights theretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the Shared Property, except changes required in connection with the development of the Athletic Complex, the Parking Lot and the relocated access road or in carrying out soil and water conservation measures.
12. That, on or before the date of expiration of this Enhanced Sharing Agreement, or its termination by the Sharing Partner or by the DVA, the Sharing Partner shall vacate the Shared Property and remove the personal property of the Sharing Partner therefrom.

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 21 of 30**

13. That no member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Enhanced Sharing Agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the Enhanced Sharing Agreement be for the general benefit of such corporation or company.
14. That the Sharing Partner warrants that no person or selling agency has been employed or retained to solicit or secure this Enhanced Sharing Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the DVA shall have the right to annul this Enhanced Sharing Agreement without liability or in its discretion to require the Sharing Partner to pay, in addition to the Enhanced Sharing Agreement rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.
15. If this Enhanced Sharing Agreement has been negotiated without advertising, the Sharing Partner agrees that the Comptroller General of the United States, the Administrator of Veterans Affairs or any of their duly authorized representatives shall, until expiration of three years after final payment under this Enhanced Sharing Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of this Enhanced Sharing Agreement involving transactions related to this Enhanced Sharing Agreement.
16. The Sharing Partner further agrees to include in all his subcontracts hereunder, if any, a provision to the effect that the subcontractor agrees that the Comptroller General of the United States, the Administrator of Veterans Affairs, or their representatives shall, until the expiration of three years after final payment under this Enhanced Sharing Agreement with the DVA, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract.
17. That the Sharing Partner 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 Enhanced Sharing Agreement, may be taxed, assessed or imposed upon the DVA or upon the Sharing Partner with respect to or upon the Shared Property. In the event any taxes, assessments, or similar charges are imposed with the consent of the Congress upon property owned by the Government and included in this Enhanced Sharing Agreement (as opposed to the interest of the Sharing Partner in said property), this Enhanced Sharing Agreement shall be renegotiated so as to accomplish an equitable reduction in the rental provided above, which shall not be greater than the difference between the amount of such taxes, assessments or similar charges which were imposed upon such Sharing Partner with respect to its interest in the Shared Property as a result of

Enhanced Sharing Agreement

*Brentwood Athletic Complex
Agreement Number V691S-171
Page 22 of 30*

this Enhanced Sharing Agreement prior to the granting of such consent by the Congress; provided that in the event that the parties thereto are unable to agree within 90 days from the date of the imposition of such taxes, assessment or similar charges on a rental which in the opinion of the CO, constitutes a reasonable return to the Government on the Shared Property, then in such event, the CO shall have the right to determine the amount of the rental, which determination shall be binding on the Sharing Partner subject to appeal.

18. **Contract Disputes Clause:** this Enhanced Sharing Agreement shall be subject to the Contract Disputes Clause attached hereto and made a part hereof as Attachment I.
19. Any activity, program or use made of the Shared Property by the Sharing Partner will be in compliance with the provisions of Federal Acquisition Regulation Section 52.222-26, Equal Opportunity, a copy of which is attached hereto as Attachment G, and made part hereof.
20. This Enhanced Sharing Agreement is not subject to the reporting requirements of 38 U.S. Code 5022(a)(2)(A).
21. In the event of a conflict between terms of the Attachments and the provisions of this Enhanced Sharing Agreement, the terms of the Attachments shall control.

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 23 of 30**

**ATTACHMENT G
EQUAL OPPORTUNITY (52.222-26)**

If, during any 12-month period (including the 12 months preceding the award of this Contract), the Contractor has been or is awarded nonexempt Federal Contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

During performing this Contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

The Contractor 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 natural origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) election for training, including apprenticeship.

The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

The Contractor shall furnish to the contracting agency all information required by the Executive Order 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor. Standard Form 100 (Eco-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

41-25

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 24 of 30**

The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations and orders.

If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules regulations, and orders of the secretary of labor, or as otherwise provided by law.

The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontract or vendor.

The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

Notwithstanding any other clause in this Contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60.1.1.

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 25 of 30**

**ATTACHMENT H
LIABILITY INFORMATION**

1. That the use and occupancy of the Shared Property shall be subject to the general supervision and approval of the DVA Medical Center Director and to such rules and regulations as may be prescribed by him/her from time to time, provided that such rules and regulations do not interfere with the purpose for which this Enhanced Sharing Agreement is granted. However, at no time will the Sharing Partner conduct any activity or event that is deemed adverse to the interests of the United States Government (the "Government") or to the mission and program responsibilities of the DVA. Disputes to what rules and regulations constitute interference with use and occupancy of the Shared Property shall be subject to Contract Disputes Clause 52.233-1.
2. That the Sharing Partner shall obtain and keep in force and effect Public Liability Insurance coverage in the amount of \$1,000,000 to protect the Government from property damage and bodily injury claims arising out of use of the property by the Sharing Partner, except those property damage and injury claims arising out of the negligent acts of the Government, its employees, patients, invitees, agents and/or contractor.
3. That the Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupancy of the Shared Property, or for damages to property of the Sharing Partner or for injuries to the person of the Sharing Partner (if an individual), or for damages to the property or injuries to the person of Sharing Partner's officers, agents, servants or employees or others who may be on the Shared Property at their invitation or the invitation of anyone of them arising from Governmental activities, save and except that such provisions shall not apply to damage to property or injuries to persons that result from or is caused by the negligent or intentional acts or omissions of the Government. The Sharing Partner shall indemnify and hold the Government harmless from any and all claims resulting from the negligent acts or omissions of the Sharing Partner, its officers, agents, students, employees, guests or invitees other than those who are DVA employees, patients and necessary attendants of guests. The Sharing Partner's indemnification of the Government, however, shall only apply in proportion to and to the extent of such acts or omissions.

4/27

Enhanced Sharing Agreement

*Brentwood Athletic Complex
Agreement Number V691S-171
Page 26 of 30*

**ATTACHMENT I
DISPUTES (52.233-1)**

This Contract is subject to the Contract Disputes Act of 1978, as amended (4) U.S.C. 601-613.

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

"Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by Brentwood School (hereinafter referred to as the "Contractor") seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) 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.

A claim by the Contractor shall be made in writing and submitted to the CO for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the CO.

Contractor shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim, exceeding \$50,000; or regardless of the amount claimed, when using arbitration conducted pursuant to 5 U.S.C. 575-580; or any other alternative means of Dispute Resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

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

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 the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

1/1-28

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 27 of 30**

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

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

The CO's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

At the time a claim by the contractor is submitted to the CO or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. When using arbitration pursuant to 5 U.S.C. 575-580 or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause and executed in accordance with subparagraph (d) (3) of this clause.

The Government shall pay interest on the amount found due and unpaid from (1) the date the CO receives the claim (certified, if required); or (2) the date the 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) 48 CFR 33.201, interest shall be paid from the date that the CO initially receives the claim. Simple interest in 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 CO received 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.

The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal or action arising under the Contract, and comply with any decision of the CO.

41-29

Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 28 of 30**

**ATTACHMENT J
RENT SCHEDULE**

Rent shall be \$150,000 for the first year of the first ten (10)-year Period of Performance, payable on the Contingency Date, and shall be \$300,000 per year for the next four (4) years of the first ten (10)-year Period of Performance, payable at the rate of \$25,000 per month. Thereafter, the annual rent for the next five (5) years of the first ten (10)-year Period of Performance shall be increased by an amount equal to the percentage increase in the Consumer Price Index for Los Angeles County from the Contingency Date to the date of recomputation. The amount of annual rent shall be adjusted in the same fashion at the end of each five (5)-year period during the effectiveness of this Enhanced Sharing Agreement.



Enhanced Sharing Agreement

**Brentwood Athletic Complex
Agreement Number V691S-171
Page 29 of 30**

**ATTACHMENT K
CAPITAL IMPROVEMENT AMORTIZATION SCHEDULE**

The actual costs of the Capital Improvements will be amortized at an annual rate of 1/10th of such actual costs per year for each of the first five (5) years after completion of the construction thereof and thereafter at an annual rate of 1/30th of such actual costs. The costs of the Capital Improvements shall include all costs of survey, grading, construction, fees, and related work comprising the cost of developing and improving the Shared Property.

41-31

Enhanced Sharing Agreement

*Brentwood Athletic Complex
Agreement Number V691S-171
Page 30 of 30*

**ATTACHMENT L
CONCEPTUAL PLAN**

41-32

**AMENDMENT TO ENHANCED SHARING AGREEMENT
BRENTWOOD ATHLETIC COMPLEX AGREEMENT NO. V691S-171**

This Amendment amends certain provisions of the above-referenced Enhanced Health Care Resources Sharing Agreement ("Sharing Agreement") by and between Brentwood School, a California non profit corporation, as the "Sharing Partner" and the VA Greater Los Angeles Healthcare System, West Los Angeles (hereinafter "VA"), as follows:

1. Paragraph 1.A. of the Agreement is hereby amended to read as follows:

"A. Parties: Brentwood School, a California non profit corporation, as Sharing Partner and the VA Greater Los Angeles Healthcare System, West Los Angeles ("VA")."

2. Paragraph 1.D. of the Agreement is hereby amended to read as follows:

"D. Pricing and Payment Terms: In accordance with the Payment Schedule attached hereto as Attachment J.

Payments hereunder shall commence upon the Contingency Date. All payments will be paid in advance, due on the 1st of each month and will be considered late if not paid by the 10th."

3. Paragraph 1.E. of the Agreement is hereby amended to read as follows:

"E. Payment: The Sharing Partner shall make all payments payable to VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES AGENT CASHIER, and shall submit the initial payment as mutually negotiated and agreed following full execution of this Contract. Payment(s) shall be in the form of a certified or cashier's check, bank draft, US Post Office money order or US currency and delivered to VA Greater Los Angeles Healthcare System, West Los Angeles: Attention: Agent Cashier, 11301 Wilshire Blvd., Bldg. 500, Los Angeles, CA 90073."

4. Paragraph 1.I.2.a. of the Agreement is hereby amended to read as follows:
 - "a. The DVA is to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the Sharing Partner; products and completed operations of the Sharing Partner; and premises owned or used by the Sharing Partner. The coverage shall contain no specific limitations on the scope of protection afforded to DVA."

5. Paragraph 1.I.2.b. of the Agreement is amended to read as follows:
 - "b. Sharing Partner's insurance coverage shall be primary insurance as respects the DVA. Any insurance or self-insurance maintained by the DVA shall be in excess of Sharing Partner's insurance and shall not contribute to it."

6. Paragraph 1.I.3 of the Agreement is amended to read as follows:
 - "3. Waiver of Subrogation (For Workers Compensation Coverage Only)

The insurer shall agree to waive all rights of subrogation against the DVA for losses arising from activities and operations of Sharing Partner in the performance of services under this Sharing Agreement."

7. Paragraph 2.B of the Agreement is amended to read as follows:

"B. Termination. Either party may terminate this Contract for convenience by giving the other party prior written notice thereof on or before the first day of May during any year during the Period of Performance. In the event of termination, the Sharing Partner shall be responsible for all payments due to the VA hereunder prior to the effective date of termination. The effective date of termination shall be the end of the school year (i.e., the Monday following the date of graduation ceremonies) following the date of receipt of notification of termination for convenience hereunder; provided that if the party giving said notice of termination is the VA and said date of receipt of notification is between May 1 and the end of the school year following said May 1, the effective date of termination shall be the end of the following school year (e.g., if the date of receipt of notice is May 15, 2002, the effective date of termination shall be the end of the school year 2003; if the date of receipt of notice is April 30, 2002, the effective date of termination shall be the end of the school year in 2002). In the event that this termination clause is exercised, each party will bear its own costs associated with the termination and will not seek damages or compensation from the other party caused by the termination, excluding payments owed to VA by Brentwood School for use of the space up until Brentwood School vacates the property, except that in the case of a termination by the VA (other than as provided in subparagraphs (i) or (ii) below), Sharing Partner shall be entitled to receive from the VA concurrently with such termination the unamortized value of the capital improvements made by the Sharing Partner to the Shared Property (the "Capital Improvements") in accordance with the amortization schedule set forth in Attachment K to this Sharing Agreement; subject to the availability of funds. It is the intent of the parties that this clause shall not violate 13 U.S.C. '1341. Should Brentwood School terminate the agreement, VA will not be held liable by Brentwood School for the unamortized value of the capital improvements set forth in Attachment K to this Sharing Agreement.

41-35

- (i) Termination for cause. The VA may terminate this Contract, or any part thereto, for cause in the event of a material default by the Sharing Partner which is not cured within 90 days of receipt from the VA of written notification of any such default. If any such default cannot practically be cured within said 90 day period, it shall be deemed cured if during said 90 day period the Sharing Partner gives the VA written assurances that said default will be cured and Sharing Partner commences to cure said default during said 90 day period and proceeds in good faith to complete said cure. A material default shall include any failure by the Sharing Partner to make payments as required hereunder or any failure or refusal by the Sharing Partner to follow VA regulations or reasonable instructions from the Contracting Officer concerning the use of space. In the event of termination for cause, the VA shall not be liable to the Sharing Partner for any payments pursuant to the amortization schedule set forth in Attachment K to this Sharing Agreement. If it is determined that the VA improperly terminated this Contract for default, such termination shall be deemed a termination for convenience subject to the provisions of this Paragraph 2.B above. Upon termination for cause, Brentwood School shall vacate the property immediately.
- (ii) The DVA reserves the right to unilaterally terminate this Agreement immediately if Sharing Partner has caused Government owned assets or the public to be endangered."

8. Paragraph 2.H of the Agreement is hereby deleted.
9. Paragraph 2.J is to be added to the Agreement to read as follows:

"J. This Agreement includes the Requirements and Scope of Work and the following attachments hereto:

- ! Attachment A: VA Provided Property: Attachment "A" shall state that VA shall not furnish any equipment or accessories to Brentwood School.
- ! Attachment B: Shared Property Legal Description
- ! Attachment C: Signage Policy
- ! Attachment D: Area Map
- ! Attachment E: Schedule of Capital Improvements
- ! Attachment F: Additional Clauses
- ! Attachment G: Attachment Deleted
- ! Attachment H: Liability Information
- ! Attachment I: Attachment Deleted
- ! Attachment J: Rent Schedule
- ! Attachment K: Capital Improvement Amortization Schedule
- ! Attachment L: Conceptual Plan

The parties agree that said Requirements and Scope of Work and said Attachments A through L are to be initialed by the parties and are incorporated herein and by this reference made a part of this Agreement."

10. The last sentence under *Exercise of Option* on page 12 of the Agreement is hereby amended to read as follows:

"If such termination occurs solely because the DVA does not desire to exercise said Option, then concurrently with such termination, subject to availability of funds the DVA shall pay to the Sharing Partner the unamortized value of the Capital Improvements in accordance with the amortization schedule set forth in Attachment K to this Enhanced Sharing Agreement. It is the intent of the parties that this clause shall not violate 13 U.S.C. '1341."

11. Paragraph 2 of Attachment F is hereby amended by adding at the end thereof the following:

"The parties agree that the Contingency Date shall be June 20, 2000. The parties have further agreed as follows:

- A. VA has conducted an environmental site assessment of the Shared Property and, based upon this investigation, has determined that the Shared Property appears to comply with the requirements of all applicable environmental laws and regulations.
- B. VA, without expense to the Sharing Partner, will have qualified personnel present as appropriate on the Shared Property during grading by the Shared Partner to observe the grading activities for the potential presence of hazardous materials on the property. If such materials are encountered, the parties will consult and mutually agree as to how the materials will be evaluated. If it is agreed that soil borings are appropriate, VA will consult with the Sharing Partner regarding the appropriate number, distribution, and depth for such borings and the contaminants to be analyzed for before proceeding with such activities. For the purposes of this agreement, hazardous materials shall be considered the same as those materials defined as such pursuant to applicable statute and regulation.
- C. Since this agreement does not transfer an interest in real property to the Sharing Partner and all real property interests regarding the Shared Property remain with VA, should hazardous materials be discovered in the Shared Property, VA shall take appropriate action with respect to such materials pursuant to the requirements of applicable laws and regulations. If it is determined that VA has clean up responsibilities for hazardous materials, such responsibilities shall not exceed the requirements of applicable laws and regulations. The obligations of the Sharing Partner to make payments hereunder shall be suspended during any period when the Sharing Partner is unable to use the Shared Property as a result of the presence of hazardous materials.

12. Paragraphs 13, 15 and 16 of Attachment F are hereby deleted in their entirety.
13. The last sentence of Attachment F, paragraph 17, starting with "In the event any taxes and ending with "shall be binding on the Sharing Partner subject to appeal" is hereby deleted.

14. The last sentence of Attachment F, paragraph 7, "The terms of this paragraph shall not apply to contracts with third parties in connection with Sharing Partner use and management of the Shared Property" is hereby deleted.
15. Attachment G is hereby deleted in its entirety and the following shall be substituted therefor:

"The Sharing Partner shall not discriminate against any contractor or employee working for the Sharing Partner on the Shared Property because of race, color, religion, sex, or national origin."
16. Paragraph 4 shall be added to Attachment H to read as follows:

"4. In the event of any inconsistencies between the terms of this Attachment H and Paragraph 1.I of the Agreement above relating to insurance, the provisions of Paragraph 1.I shall prevail and supercede the provisions of this Attachment H."
17. Attachment I to the Agreement is hereby deleted in its entirety.
18. Attachment J to the Agreement is hereby amended to read as follows:

"Payment for the first year of use of the Shared Property shall be \$150,000, payable on the Contingency Date. Thereafter, Sharing Partner shall make payments for use of the Shared Property in the amount of \$300,000 per year for the next 4 years of the first 10 year Period of Performance, payable at the rate of \$25,000 per month commencing June 1, 2001. Thereafter, the annual payments for the next 5 years of the first 10 year Period of Performance shall be increased by an amount equal to the percentage increases in the Consumer Price Index for Los Angeles County from June 1, 2000 to the date of recomputation. The amount of annual payments shall thereafter be adjusted in the same fashion at the end of each 5 year period during the effectiveness of this Enhanced Sharing Agreement."
19. Attachment K is hereby amended by adding at the end thereof the following:

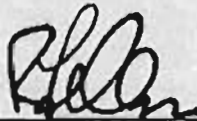
It is hereby agreed that for purposes of this Attachment K, the cost of Capital Improvements shall not exceed \$4.5 Million or the actual cost of the construction whichever is less. Sharing Partner shall submit to the DVA the final construction contract price for review and incorporation into the Agreement as the "Capital Improvement" cap.

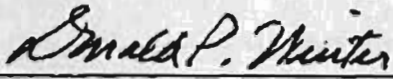
Amendment - ESA V691S-171
Brentwood School Athletic Complex

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

United States of America
Department of Veterans Affairs
VA Greater Los Angeles Healthcare System, WLA

Sharing Partner:
Brentwood School

By: 
Ralph D. Tillman
Chief, Construction Contracting

By: 
Donald P. Winter
Assistant Headmaster

6/20/00
Date

6/20/00
Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

1 | 2

2. AMENDMENT/MODIFICATION NO. Supplemental Agreement # 1	3. EFFECTIVE DATE October 23, 1999	4. REQUISITION/PURCHASE REF. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Contracting Officer Department of Veterans Affairs Medical Center 5901 E. 7th Street Long Beach, CA 90822		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.
Brentwood School 100 S. Barrington Place Los Angeles, CA 90049	9B. DATE (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. V691S-171
	10B. DATED (SEE ITEM 13) August 4, 1999

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

✓	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 38 U.S.C. 88153 Enhanced Sharing of Healthcare Resources
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the Issuing

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

See attached, Page 2

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

14A. NAME AND TITLE OF SIGNER (Type or print) Rafael Sanchez Vice Chairman Board Trustee	14A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ralph D. [Signature] Construction Contracting
14B. CONTRACTOR/OFFEROR [Signature]	14C. DATE SIGNED 10/28/99
14B. UNITED STATES OF AMERICA BY [Signature]	14C. DATE SIGNED 10/28/99

(11.11)

Page 2.

Effective Date:

October 25, 1999

Contract Number:

V6915-171

Title:

Brentwood School Athletic Complex

Supplemental Agreement Number:

Number 01

ITEM NUMBER. 14 CONTINUED:

Under the provisions of referenced Contract, such contract is modified to:

1. **Contingency Date.** Permit Sharing Partner to extend the "Contingency Date" (Due Diligence and Inspection Period), from October 25, 1999 to December 23, 1999. Further, it is agreed that if the Sharing Partner elects to move forward with development of the Athletic Complex, the "Contingency Date" shall be retroactive to October 25, 1999. In the event the "Contingency Date" is retroactive, rents will commence pursuant to "Attachment J", "Rent Schedule" of the Agreement.

All other terms, conditions, etc. of the Contract remain unchanged.

This modification is within the original scope of work for the Sharing Venture and is authorized in accordance with Part 2.c. of the original Sharing Agreement.

41-42

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAC

1 | 2

2. AMENDMENT/MODIFICATION NO.
Supplemental Agreement # 2

3. EFFECTIVE DATE
December 23, 1999

4. REQUISITION/PURCHASE REF. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than item 6) CODE

Contracting Officer
Department of Veterans Affairs Medical Center
5901 E. 7th Street
Long Beach, CA 90822

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

Brentwood School
100 S. Barrington Place
Los Angeles, CA 90049

9A. AMENDMENT OF SOLICITATION NO.

9B. DATE (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

V6915-171

10B. DATED (SEE ITEM 13)

August 4, 1999

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

38 U.S.C. 58153 Enhanced Sharing of Healthcare Resources

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the Issuing

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

see attached, Page 2

As provided herein, all terms and conditions of this document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and

NAME AND TITLE OF SIGNER (Type or print)

RICHARD SANDLER VICE CHAIR

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Ralph D. Tillingham Construction Contracting

CONTRACTOR/OFFEROR

15C. DATE SIGNED

12/28/99

16B. UNITED STATES OF AMERICA

BY

16C. DATE SIGNED

1/10/00

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Page 2.

Effective Date:

December 23, 1999

Contract Number:

V691S-171

Title:

Brentwood School Athletic Complex

Supplemental Agreement Number:

Number 02

ITEM NUMBER. 14 CONTINUED:

Under the provisions of referenced Contract, such contract is modified to:

1. **Contingency Date.** Permit Sharing Partner to extend the "Contingency Date" (Due Diligence and Inspection Period), from December 23, 1999 to January 24, 2000. Further, it is agreed that if the Sharing Partner elects to move forward with development of the Athletic Complex, the "Contingency Date" shall be retroactive to October 25, 1999. In the event the "Contingency Date" is retroactive, rents will commence pursuant to "Attachment J", "Rent Schedule" of the Agreement.

All other terms, conditions, etc. of the Contract remain unchanged.

This modification is within the original scope of work for the Sharing Venture and is authorized in accordance with Part 2.c. of the original Sharing Agreement.

41-44

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 | 2

2. AMENDMENT/MODIFICATION NO. Supplemental Agreement # 3
3. EFFECTIVE DATE January 24, 2000
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
Contracting Officer
Department of Veterans Affairs Medical Center
5901 E. 7th Street
Long Beach, CA 90822

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

Brentwood School
100 S. Barrington Place
Los Angeles, CA 90049

9A. AMENDMENT OF SOLICITATION NO.
9B. DATE (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
V691S-171
10B. DATED (SEE ITEM 13)
August 4, 1999

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
38 U.S.C. 68153 Enhanced Sharing of Healthcare Resources
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)
See attached, Page 2

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

5A. NAME AND TITLE OF SIGNER (Type or print)
Richard V. Sandler, Vice Chair

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Ralph D. Tatum, Chief, Construction Contracting

5B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED
2/4/00

16B. UNITED STATES OF AMERICA
BY 
(Signature of Contracting Officer)

16C. DATE SIGNED
2/4/00

41-45

Page 2.

Effective Date:

January 24, 2000

Contract Number:

V6915-171

Title:

Brentwood School Athletic Complex

Supplemental Agreement Number:

Number 03

ITEM NUMBER. 14 CONTINUED:

Under the provisions of referenced Contract, such contract is modified to:

1. **Contingency Date.** Permit Sharing Partner to extend the "Contingency Date" (Due Diligence and Inspection Period), from January 24, 2000 to February 24, 2000. Further, it is agreed that if the Sharing Partner elects to move forward with development of the Athletic Complex, the "Contingency Date" shall be retroactive to October 25, 1999. In the event the "Contingency Date" is retroactive, rents will commence pursuant to "Attachment J", "Rent Schedule" of the Agreement.

All other terms, conditions, etc. of the Contract remain unchanged.

This modification is within the original scope of work for the Sharing Venture and is authorized in accordance with Part 2.c. of the original Sharing Agreement.

41.4/6

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 1

AMENDMENT/MODIFICATION NO. A 84
3. EFFECTIVE DATE 04-30-01
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

ISSUED BY CODE
Director, Asset Management
AGLAHS, 11301 Wilshire Blvd., B 258, R 218
Los Angeles, CA 90073
7. ADMINISTERED BY (If other than Item 6) CODE

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Crenshaw School
100 South Barrington Place
Los Angeles, CA 90049
8A. AMENDMENT OF SOLICITATION NO.
8B. DATE (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. V6918-171
10B. DATED (SEE ITEM 13) 08 04 99
CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
38 USC 8153 Enhanced Sharing of Healthcare Resources
D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not, is required to sign this document and return two copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

Under the provisions of referenced contract, this contract regarding paragraph 1. E. Payment is modified to:
1. E. Payment: The Sharing Partner shall make all monthly rental payments commencing June 1, 2001 payable to the Department of Veterans Affairs, referencing this Enhanced Sharing Agreement Number. The Sharing Partner shall submit said payment and/or fee as mutually negotiated and agreed upon within the terms specified in this Contract. All rent monies shall be due and payable on the 1st of each month, considered late if not received by the close of business on the 10th of each month. Payments shall be in the form of a certified/cashier's check, business check or other negotiable instruments and delivered in accordance with the contract to:
Department of Veterans Affairs
Greater Los Angeles Healthcare System
Post Office Box 240072
Los Angeles, CA 90024-9172

Except as provided herein, all terms and conditions of this document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

A. NAME AND TITLE OF SIGNER (Type or print) DONALD WINTER, Assistant Headmaster		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RALPH D. TILLMAN, DIRECTOR, ASSET MANAGEMENT	
B. CONTRACTOR/OFFICER <i>Donald Winter</i> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY <i>Ralph D. Tillman</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 5/2/01		16C. DATE SIGNED 4/30/01	

41-47