


## CARES Contracts and Reports

Request 2: Contracts /modifications  
to develop capital plans, or re-use  
plans for the West LA VAMC



13. Modification number 2 to task order 3  
(Mar 9, 2006)



IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER March 9, 2006	2. CONTRACT NO. (If any) V101(93)P-2174	3. ORDER NO. Task Order No. 3, 101-X50031	4. MODIFICATION NO. Modification No. 2	5. REQUISITION NO. N/A
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6. NAME AND ADDRESS OF ISSUING OFFICE Department of Veterans Affairs Office of Asset Enterprise Management (OAEM) 810 Vermont Ave, N. W Washington, DC 20420	7. NAME AND ADDRESS OF CONTRACTOR MicroTech, LLC 8320 Old Courthouse Road, Suite 501 Vienna, VA 22182  Attn: Tony Jimenez
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8. SHIP TO: Office of Asset Enterprise Management (OAEM) (004B2) Room 275 810 Vermont Ave, N. W Washington, DC 20420	9. TYPE OF ORDER <input type="checkbox"/> RFP/RFQ <input checked="" type="checkbox"/> TASK/DELIVERY ORDER MODIFICATION DELIVERY/TASK ORDER (This order is subject to instructions contained in attached continuation sheet and subject to terms and conditions of the above numbered contract.)	10. SHIP VIA Best Way
		11. F.O.B. POINT Destination
		12. GOVERNMENT B/L NO. N/A

13. NAME OF REQUISITION OFFICE Office of Asset Enterprise Management (OAEM)	14a. PLACE OF INSPECTION (Contractor/Gov't) Destination	14b. PLACE OF ACCEPTANCE (Contractor/Gov't) Destination
	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
	16. DISCOUNT TERMS N/A	

17. SCHEDULE (See back for continuation and details)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	UNIT (c)	QTY ORDERED (d)	UNIT PRICE (e)	AMOUNT (f)
0001	In accordance with your proposal of February 24, 2006, MicroTech, LLC will provide additional services to update the environmental baseline report for the VA Medical Center, West Los Angeles, CA, based upon additional government furnished information provided by VA. The cost proposal for these services is a firm fixed-price proposal. The fixed pricing is as follows:  Modification No. 2				\$ 2,508.00

18. ACCOUNTING AND APPROPRIATION DATA 36X0110-101PA2982	19. PURCHASE ORDER NO. 101-X50031	17g. SUB TOTAL ▶	\$ 2,508.00
NOTE: See billing instructions attached to task order.	20. MAIL INVOICE TO: OAEM- ATTN: Ed Bradley (004B2) 810 Vermont Ave Washington, DC 20420-	17h. SUB TOTAL CARRIED FORWARD FROM BACK ▶	\$
		17i. GRAND TOTAL ▶	\$ 2,508.00

21. NAME OF CONTRACTING/ORDERING OFFICER Edward L. Bradley, III	22. NAME OF OFFERER/CONTRACTOR Anthony R. Jimenez/MicroTech
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23a. SIGNATURE OF CONTRACTING OFFICER (United States of America) 	23b. DATE March 9, 2006	24a. SIGNATURE OF OFFERER/CONTRACTOR 	24b. DATE March 9, 2006
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**Bradley, Ed**

**From:** Tony Jimenez [REDACTED]@microtechllc.com]  
**Sent:** Friday, February 24, 2006 5:40 PM  
**To:** Morris, Jessica (VACO)  
**Cc:** Williams, Karen (VACO); Bradley, Ed; James A. Hawkins  
**Subject:** West LA Report  
**Importance:** High  
**Sensitivity:** Private  
**Attachments:** Environmental Review and Analysis 2-24-06.pdf

Jessica,

Here is our price proposal to review the new GFI and to amend our conclusions in paragraph 5 of the Phase 1 environmental assessment submitted by MicroTech.

Please let me know if you need anything else.

Regards,

Tony

-----  
Anthony R. Jimenez  
MicroTech, LLC  
President & CEO  
[REDACTED] (Voice)  
[REDACTED] Cell  
[REDACTED] (Fax)  
[REDACTED]@microtechllc.com  
[www.microtechllc.com](http://www.microtechllc.com)  
*A Service-Disabled Veteran-Owned & 8(a) Small Business*

**From:** Morris, Jessica (VACO) [mailto:[REDACTED]@va.gov]  
**Sent:** Friday, February 10, 2006 12:55 PM  
**To:** Brenda Arendsen; Tony Jimenez  
**Cc:** Williams, Karen (VACO); Edward Bradley; James A. Hawkins  
**Subject:** RE: West LA Report

Tony/Brenda:

The VISN disagrees with the Phase 1 environmental assessment submitted by Microtech on West LA. It additional GFI will demonstrate that biomedical waste was never put on the site. I am attaching

1. The VISNs response to his questions where they disagree with the findings in the Environmental baseline report.
2. A VHA Issue Paper outlining how the VHA has handled face to face discussions with the reporter who originally brought up this issue.

Since this bit of information was not originally provided to you or OAEM previously, we need to add new GFI to your SOW and requesting an amended report. I am sending you hard copies of a collection of binders with this new GFI that according to the VISN, outlines the studies conducted when the VISN, the school, and local officials. The VISN states that these documents will show the Brentwood school lease site never had any radioactive waste based on soil sample data, EPA certificates, and survey documents. In another area of the property the VA dumped decayed low-level radioactive medical waste in the 1960's.

The new GFI is as follows:

3/3/2006

13-2

1. Letter from Cathy Harrison, Environmental Scientist at the State of California, Health and Human Services Agency, Department of Health Services, Medical Waste Management Program, to Mr. Ben K. Spivey, Industrial Hygienist at the U.S. Department of Veterans Affairs, Los Angeles, CA, February 8, 2002.
2. Letter from Betsy Curnow, Chief Planning and Assessment Section, U.S. Environmental Protection Agency with attached assessment to Mr. Kenneth J. Clark, U.S. Veterans Administration Medical Center, 1993.
3. Closed Site Assessment Form, January 9, 1995. California Department of Health Services?

Please let me know when you think this amendment will be completed. We need to incorporate it into the final PwC Stage 1 report, which I send to Tony earlier today to review. If you have any questions, please contact me at (202) 273-6251. Thanks

**From:** Brenda Arendsen [mailto:arendsen@onixInc.com]  
**Sent:** Thursday, December 22, 2005 3:50 PM  
**To:** Tony Jimenez; Morris, Jessica (VACO)  
**Cc:** Bradley, Ed; James Hawkins  
**Subject:** Re: West LA Report

Dear Jessica,  
 I'm sorry this took so long, but here is the information you requested.

Information contained in Microtech's Environmental Baseline Phase I report regarding Medical Waste Disposal was taken from the following documents:

1. "Environmental Assessment, Brentwood School Athletic Fields Grading Project and Recreation Facility Development", October 23, 2000, Locus Technologies. Adobe PDF file, "Environmental Assessment". See Sections 2 and 3.
2. "Soils Investigation Report, Brentwood School Athletic Fields Grading Project and Recreation Facility Development", November 21, 2000, Locus Technologies. Adobe PDF file, "Soil Investigation Report". See Sections 2 and 3.
3. "Brentwood School Project, Environmental Documents, Volume 1", October 18, 1999, URS Greiner Woodward Clyde, Adobe PDF file, "Vol. 1". See Pages 63-67.

Please feel free to call or e-mail if you have any questions. Have a Merry Christmas and a Happy New Year.

Brenda Arendsen  
 CEO/President  
 ONIX, Inc.  
 Phone: (415) 200-7000  
 Fax: (415) 200-7000

----- Original Message -----

**From:** Tony Jimenez  
**To:** Morris, Jessica (VACO)  
**Cc:** Edward Bradley ; Brenda Arendsen ; James Hawkins  
**Sent:** Thursday, December 15, 2005 10:00 AM  
**Subject:** RE: West LA Report

Jessica,

There were over 65 documents that were provided as GFI. The folks from ONIX used all of the information provided and did not have one clear document that gave them all the information they needed. I will get back to them and see if they can be more specific and help us narrow it down to a group or cluster of documents, however it may be tough. I will have Brenda from ONIX contact you directly.

Regards,

Tony

-----  
Anthony R. Jimenez  
MicroTech, LLC  
President & CEO

[REDACTED] (Voice)

[REDACTED] (Cell)

[REDACTED] (Fax)

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*A Service-Disabled Veteran-Owned & 8(a) Small Business*

**From:** Morris, Jessica (VACO) [mailto:[REDACTED]@va.gov]

**Sent:** Thursday, December 15, 2005 9:44 AM

**To:** Tony Jimenez

**Cc:** Edward Bradley

**Subject:** RE: West LA Report

Tony,

Were you able to find out more from the subcontractor about the specific GFI used in the West LA report?

**From:** Morris, Jessica (VACO)

**Sent:** Monday, December 12, 2005 9:22 AM

**To:** 'Tony Jimenez'

**Cc:** Bradley, Ed

**Subject:** RE: West LA Report

Tony,

I need you to go the next step further and determine which one or more of the 65 pieces of the GFI was used by ONIX to write this section. I am hoping you can get this to me in the next 24 to 48 hours. Thanks.

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**From:** Tony Jimenez [mailto:[REDACTED]@microtechllc.com]

**Sent:** Wednesday, December 07, 2005 10:57 PM

**To:** Morris, Jessica (VACO)

**Cc:** Bradley, Ed

**Subject:** FW: West LA Report

Jessica,

Our sub-contractor, ONIX, wrote up that section for the report. All of their information was from GFI. The Appendix A of the report lists 65 separate GFI sources. Hope this helps.

Regards,

Tony

-----  
Anthony R. Jimenez  
MicroTech, LLC  
President & CEO

[REDACTED] (Voice)

[REDACTED] (Cell)

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*A Service-Disabled Veteran-Owned & 8(a) Small Business*

**From:** Morris, Jessica (VACO) [mailto: [REDACTED]@va.gov]

**Sent:** Tue 12/6/2005 10:47 AM

**To:** Tony Jimenez

**Cc:** Edward Bradley

**Subject:** West LA Report

Tony,

Since you're on travel all this week, I have a question about the West LA phase 1 report.

An investigative journalist is asking the VHA questions relating to the PwC Report on West LA. In the PwC report they quote Microtech's Environmental Baseline Phase 1 report on Medical Waste Disposal areas. This is taken from page 12 of 20, Section 6.0 Environmental Issues and Hazards of the Phase 1 West LA report you provided us.

Can you confirm the source(s) for this information? I realize this may or may not have come from Government Furnished Information (GFI). However, I am hoping you can still verify the source. Thanks.

Also, Ed Bradley is looking to talk to you on a separate matter. Please give him a call.

*Jessica Morris*

*Management Analyst*

*Office of Asset Enterprise Management (004B2)*

*Department of Veterans Affairs*

*810 Vermont Avenue, NW*

*Washington, DC 20420*

*Phone: [REDACTED]*

*Fax: [REDACTED]*

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No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.1.362 / Virus Database: 267.13.12/192 - Release Date: 12/5/2005

No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.1.371 / Virus Database: 267.13.13/200 - Release Date: 12/14/2005

**Task Order No. 3 for Comprehensive Reuse  
Studies - West Los Angles, CA  
VA Contract Number V101(93)P-2174**



**Submitted to:  
Department of Veterans Affairs  
Office of Asset Enterprise Management  
Investment and Enterprise Development Service (004B2)  
Room 275F  
810 Vermont Ave, NW  
Washington DC, 20420**

**Submitted by:  
MicroTech, LLC  
8330 Boone Blvd, Ste 310  
Vienna, VA 22182-3848  
DUNS #: 145454182  
[www.microtechllc.com](http://www.microtechllc.com)**

**February 24, 2006**

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**MicroTech  
LLC**

## Environmental Review and Analysis

MicroTech received additional GFI on 2/15/2006 regarding prior use of the West LA VA Medical Center property.

The information included; Closed Site Assessment Form 10/06/1999, Ca. Dep. of Health Services letter 02/08/2002, EPA Letter date unknown, VHA Issue Paper, 01/20/2006.

With this additional information MicroTech will be able to amend our conclusions in paragraph 5 of the Phase 1 environmental assessment submitted by MicroTech on West LA.

This work will be completed within one week of receiving an approved Modification from the Government to proceed.

### Pricing (Firm Fixed Price)

The following provides the MicroTech Team pricing for the environmental review and amended report of the Phase 1 environmental assessment submitted by MicroTech. The pricing presented in this proposal is Firm Fixed Price.

Tasks	Labor Category	Labor Rate	Hours	Total
<b>Environmental Review and Amendment to Report</b> <i>To be delivered no later than 3/10/06</i>	Environmental Planner	\$209.00	12.00	\$2508.00





August 29, 2005

Mr. Ed Bradley  
Contracting Officer's Technical Representative (COTR)  
U.S. Department of Veterans Affairs  
Acquisition Operations Services (049A3H)  
810 Vermont Avenue  
Room 765  
Washington, DC 20420

Dear Mr. Bradley:

On behalf of the MicroTech Team, I am happy to provide the enclosed deliverable for Modification No.1 to Task Order # 3 for Comprehensive Re-use studies for West L.A (VA contract # V101(93)P-2174). We have provided an extensive legal review and summary, detailing the extent of the existing encumbrances at the West L.A. site. In creating this summary, Patton Boggs, our strategic partner, relied upon the VAMC letter from Ralph Tillman which listed the existing occupancy agreements. It should be noted that two of the agreements, Westlake Soccer Club and the FBI agreement are expired. It should be also be noted that although these agreements have technically expired there may be an expectation of continued use.

We look forward to our continued partnering with the U.S. Department of Veterans Affairs throughout this task order and in the future. I will be contacting you soon to discuss this document in detail. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Anthony R. Jimenez  
President and CEO  
MicroTech, LLC  
8320 Courthouse Road, Suite 500  
Vienna, VA 22182  
[REDACTED]  
[REDACTED]@microtechllc.com

## LEGAL REVIEW OF EXISTING ENCUMBERANCES

### *Assessment 1:*

#### **Parties to the Contract –**

VA Greater Los Angeles Health Care system – West Los Angeles and Sharing Partner.

#### **Location –**

Wadsworth Theater.

#### **Type of Contract –**

Enhanced Sharing Agreement.

#### **Term of Contract –**

Effective date of January 1, 2002 for a ten (10) year period with one ten (10) year option to be exercised at the sole discretion of the Sharing partner.

#### **Renewal Options –**

**Who can exercise and under what conditions—**

Ten (10) year option to be exercised at the sole discretion of the Sharing Partner.

#### **Termination for cause – Describe--**

Either party may terminate contract for cause or by decree of Public Law by providing at least one hundred eighty days (180) prior written notice.

#### **Early Termination**

**Who can exercise termination ; terms --**

None stated.

“Termination for convenience” is undefined. Seek VA GC opinion on applicability of Christian doctrine to this contract.

#### **Damages –**

If Government terminates contract for any reason VA shall be responsible for the payment of all improvements made to all buildings, grounds offices, lands, among others and shall reimburse sharing partner based on 20 year amortization schedule.

## ***Assessment 2***

### **Parties to the Contract –**

VA Greater Los Angeles Health Care System, West Los Angeles Healthcare Center – Westside Operating Partners Limited, Sharing Partner .

### **Location –**

2.53 acres of land commonly known as the Sawtelle area drill site, south of Constitution Avenue.

### **Type of Contract –**

Enhanced Sharing Agreement.

### **Term of Contract –**

Effective date of January 1, 2003 for a period of ten (10) years.

### **Renewal Options –**

**Who can exercise and under what conditions—**

None stated

**Termination for cause – Describe-** VA may terminate contract for cause with 90 days written notice.

### **Early Termination --**

Either party may terminate contract for convenience.

### **Damages –**

VA will be liable for damages if termination is for other than cause or for causing government owned assets or the public to be endangered. Sharing Partner shall have no liability for termination for convenience.

### ***Assessment 3:***

#### **Parties to the Contract –**

VA and UCLA (Jackie Robinson Stadium)

#### **Location –**

7.35 acres of the VAMC commonly known as the “Jackie Robinson Stadium”

#### **Type of Contract –**

Enhanced Sharing Agreement.

#### **Term of Contract –**

5 year term expiring on April 30, 2006 with one option permitting UCLA to renew in its sole discretion for another 5 years through April 30, 2011.

#### **Renewal Options –**

##### **Who can exercise and under what conditions—**

UCLA in its sole discretion may renew agreement for additional 5 years upon expiration of term in 2006.

#### **Termination for cause – Describe**

Either party may terminate this agreement for cause, upon satisfying 180 notice requirements and expiration of cure periods.

#### **Early Termination**

##### **Who can exercise termination; terms --**

Either party may terminate with 180 days notice by decree of Public law or Declaration of Federal, State or Local emergency without cause.

#### **Damages –**

No damages are available to either party for early termination.

***Assessment 4:***

**Parties to the Contract –**

American Red Cross – Sharing Partner; VA Medical Center West Los Angeles.

**Location –**

Southwest corner of VA grounds between Ohio Avenue and Dowlen drive.

**Type of Contract –**

Revocable License.

**Term of Contract –**

Fifty (50) years beginning on April 15, 1989 and terminating April 14, 2039.

**Renewal Options –**

**Who can exercise and under what conditions—**

None stated.

**Termination for cause – Describe**

None stated.

**Early Termination**

**Who can exercise termination; terms –**

This is a revocable license subject to termination with advance notice in writing of 360 days. Either party may exercise such termination early.

**Damages –**

IF VA terminates license early, VA will reimburse the American Red Cross the depreciated value of the building at the time of termination.

## ***Assessment 5:***

### **Parties to the Contract –**

The Salvation Army of Southern California, Sharing Partner, and The VA Greater Los Angeles Health Care Center System, West Los Angeles.

### **Location –**

West wing of first floor, entire second and third floors of Building # 212.

### **Type of Contract –**

Enhanced sharing Agreement.

### **Term of Contract –**

Ten (10) years from effective date of July 20, 2004, with a ten (10) year option at the discretion of Sharing Partner.

### **Renewal Options –**

#### **Who can exercise and under what conditions—**

One ten (10) year option to be exercised solely at Sharing Partner's discretion.

### **Termination for cause – Describe**

VA may terminate contract for cause in the event of material default by Sharing Partner. If VA termination for cause is deemed improper then termination shall be construed as termination for convenience.

### **Early Termination**

#### **Who can exercise termination; terms –**

Either party may terminate agreement with three hundred sixty five (365) day notice for cause, by decree of public law or the declaration of a federal, State or local emergency.

**Damages –**

If VA terminates contract for other than cause or if Sharing Partner has caused Government Assets or the public to be endangered, the Sharing Partner shall be entitled to receive compensation from VA in the amount of the unamortized value of the capital improvements made by the Sharing Partner to the Shared Property.

“Termination for convenience” is undefined as is the determination of damages, if any, from such termination. Seek VA GC opinion on applicability of Christian doctrine to this contract.

***Assessment 6:***

**Parties to the Contract –**  
Western States Design

**Location –**  
Building 224

**Type of Contract –**  
Enhanced Health Care Resources Sharing Agreement (V691S-203)

**Term of Contract –**  
10-years commencing on March 17, 2000 and ending on March 17, 2010.

**Renewal Options –**  
**Who can exercise and under what conditions—**

There is one 5-year extension upon mutual consent (Western Design must provide request for extension no more than 120 days and no less than 90 days prior to expiration date. VA must notify Western Design of its intention **not to exercise** the extension not less than 60-days prior to expiration date.

**Termination for cause – Describe**  
VA can terminate for cause in event of Western Design default or failure to comply with any contract terms and conditions or fails to provide VA, upon request, adequate assurance of future performance. VA can unilaterally terminate if Western Design has caused Government Owned Assets or the public to be endangered.

## **Early Termination**

### **Who can exercise termination terms**

If determined that VA termination for cause is improper, such termination shall be deemed as a "termination for convenience."

## **Damages**

"Termination for convenience" is undefined as is the determination of damages, if any, from such termination. Seek VA GC opinion on applicability of Christian doctrine to this contract.

## ***Assessment 7:***

### **Parties to the Contract –**

Western States Design

### **Location –**

Building 224

### **Type of Contract –**

Supplement to Enhanced Health Care Resources Sharing Agreement  
(V691S-203)

### **Term of Contract –**

N/A. Supplement pertains to rent and operation of laundry in Building 224 and does not change any other than terms of original agreement.

### **Renewal Options –**

#### **Who can exercise and under what conditions—**

N/A. Supplement pertains to rent and operation of laundry in Building 224 and does not change any other than terms of original agreement.

### **Termination for cause – Describe**

N/A. Supplement pertains to rent and operation of laundry in Building 224 and does not change any other than terms of original agreement.



**Early Termination****Who can exercise termination terms**

N/A. Supplement pertains to rent and operation of laundry in Building 224 and does not change any other than terms of original agreement.

**Damages**

N/A. Supplement pertains to rent and operation of laundry in Building 224 and does not change any other than terms of original agreement.

***Assessment 8:***

**Parties to the Contract –**  
New Directions, Inc.

**Location –**  
Building 116

**Type of Contract –**  
Department of Veteran Affairs Lease No 691-95-010LE

**Term of Contract –**  
Fifty years. Commencing on August 29, 1995 and ending on August 31, 2045. Lease entered into in accordance with the provisions of Public Law 102-590.

**Renewal Options –**  
**Who can exercise and under what conditions—**  
None stated.

**Termination for cause – Describe**

Termination for cause is identified for both VA and the Lessee.

A "Lessee Event of Default" occurs if Lessee defaults in lease obligation and such default continues for 120 days (the "Cure Period") from date of written notice from VA, provided that if default cannot be reasonably cured within that time, then such default will not be a Lessee Event of Default if Lessee diligently pursues and completes such cure within 120 days of the expiration of the Cure Period, provided such default does not materially interfere with VAMC activities or health, safety of employees, visitors and patients. If such cure involves environmental remediation, then such Cure Period shall be 360 days or longer as agreed to by Lessee and VA.

VA termination, however, can only occur upon a 240-day notice to Lessee after the occurrence of a Lessee Event of Default

A "Government Event of Default" occurs if VA purports to terminate the Lease for any reason other than the occurrence and continuance of a Lessee Event of Default; or VA breaches any of the provisions of the lease. In the event of that VA breach, VA shall have 30 days after written notice to cure the default provided, however, that if the default cannot be reasonably cured within that time, then such default will not be a Government Event of Default if VA diligently pursues and completes such cure within 14 days. In event of Government Default, in addition to any other rights or remedies of the Lessee, VA shall pay an amount defined in the Lease as the Reimbursement Amount.

### **Early Termination**

#### **Who can exercise termination terms**

No direct provision for either VA or Lessee to terminate Lease other than by default of the party involved. However, Lease provisions do provide that if VA terminates or cancels the Lease for any reason other than for Lessee Event of Default, Lessee is entitled to certain damages.

### **Damages**

If VA terminates the lease for other than Lessee Event of Default, VA to pay amounts (Reimbursement Amount) as set forth in Lease. Such payment shall be subject to appropriations but shall be made not later than 6 months after termination of the Lease.

### ***Assessment 9:***

**Parties to the Contract –**  
New Directions, Inc.

**Location –**  
First Floor Building 257

**Type of Contract –**  
Memorandum of Agreement for Dual Diagnosis Residential Treatment Services

**Term of Contract –**  
Five years from date New Dimensions is advised by VAMC that space in First Floor Building 257 is ready for occupancy.

**Renewal Options –**

**Who can exercise and under what conditions—**

Five year option period unless or until terminated, in writing by either party upon thirty days prior written notice.

**Termination for cause – Describe**

None stated.

**Early Termination**

**Who can exercise termination terms**

None stated.

**Damages**

None stated.

***Assessment 10:***

**Parties to the Contract –**

Westside Breakers Soccer Club and Galaxy Alliance Soccer Club.

**Location –**

MacArthur Field and Lot #38

**Type of Contract –**

Supplement to Enhanced Health Care Resources Sharing Agreement V691S-5225

**Term of Contract –**

Extend Contract V691S-5225 for use in January through May 2005.

**Renewal Options –**

**Who can exercise and under what conditions—**

Mutual agreement.

**Termination for cause – Describe**

None stated.

**Early Termination**

**Who can exercise termination terms**

None stated

**Damages**

None stated.

***Assessment 11:***

**Parties to the Contract –**

Westside Breakers Soccer Club and Galaxy Alliance Soccer Club .

**Location –**

MacArthur Field and Lot #38

**Type of Contract –**

Supplement Agreement Enhanced Health Care Resources Sharing Agreement

**Term of Contract –**

Five month agreement from January to May 2004 with an option for renewal in June 2004 and August 2004.

**Renewal Options –**

**Who can exercise and under what conditions—**

Mutual agreement.

**Termination for cause – Describe**

None stated.

**Early Termination**

**Who can exercise termination terms**

None stated.

**Damages**

None stated.

***Assessment 12:***

**Parties to the Contract –**

Westside Breakers Soccer Club and Galaxy Alliance Soccer Club.

**Location –**

MacArthur Field and Lot #38

**Type of Contract –**

Supplement to Enhanced Health Care Resources Sharing Agreement V691S-5225

**Term of Contract –**

Extend Contract V691S-5225 for use in January through May 2005.

**Renewal Options –**

**Who can exercise and under what conditions—**

Mutual agreement.

**Termination for cause – Describe**

None stated.

**Early Termination**

**Who can exercise termination terms**

None stated

**Damages**

None stated.

***Assessment 13:***

**Parties to the Contract –**  
Federal Bureau of Investigation.

**Location –**  
4500 square feet of the northeast corner of parking Lot 29.

**Type of Contract –**  
Memorandum of Understanding

**Term of Contract –**  
Five years commencing on July 1, 2000 and ending on June 30, 2005.

**Renewal Options –**  
**Who can exercise and under what conditions—**  
None stated.

**Termination for cause – Describe**  
None stated.

**Early Termination**  
**Who can exercise termination terms**  
Either party may terminate by giving at least 30-days prior written notice.

**Damages**  
None stated.

## ***Assessment 14:***

**Parties to the Contract –**  
Brentwood School.

**Location –**  
20 acres.

**Type of Contract –**  
Enhanced Health Care Resources Sharing Agreement V691S-171

**Term of Contract –**  
10 Years commencing on August 1999 with one 10-year option.

**Renewal Options –**

**Who can exercise and under what conditions—**

Option to extend must be by mutual consent, however, if VA does not approve Brentwood School's desire to extend, VA shall pay the unamortized value of the Capital Improvements (\$2,500,000 or actual cost). Brentwood provided certain rights in any proposed 3<sup>rd</sup> party use or VA solicitation for use of the parcel.

**Termination for cause – Describe**

VA can terminate for material default or if Brentwood fails to provide, upon VA written request, adequate assurances of future performance with 90-days written notice to School. School is liable to VA for any and all rights and remedies provided by law. If determined that VA improperly terminated for default, such termination shall be a termination for convenience.

**Early Termination**

**Who can exercise termination terms**

VA can unilaterally terminate if School has caused Government owned assets or the public to be endangered.

Either party may terminate by giving written notice before May 1 of the year in which instance, termination occurs at the end of that year.

**Damages**

Each party responsible for its own costs if School terminates. VA to pay unamortized cost of Capital Improvements if terminates.

## ***Assessment 15:***

**Parties to the Contract –**  
Web Sciences International

**Location –**  
600 square feet in Building 113.

**Type of Contract –**  
Enhanced Health Care Resources Sharing Agreement V691S-5214

**Term of Contract –**  
One year commencing on January 1, 2000 with four 1-year options.

**Renewal Options –**  
**Who can exercise and under what conditions—**  
Web Sciences International can renew.

**Termination for cause – Describe**  
Either party may terminate by giving a least 90-days written notice. In event of termination, Web Sciences international to pay for all services rendered by VA.

**Early Termination**  
**Who can exercise termination terms**  
None stated.

**Damages**  
None stated.