

West Los Angeles budget, revenues
& expenditures

Request 7: Copies of all current land
agreements

Long Term Sharing Agreements

42. Sharing Agreement Number V691S-203
(Mar 2000 to Mar 2010)

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 April 17, 2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Contracting Officer Department of Veterans Affairs Medical Center 5901 E. 7 th Street Long Beach, CA 90822	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Western State Design, Inc. 25816 Nickel Place Hayward, CA 94545	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATE (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. V691S-203
		10B. DATED (SEE ITEM 13) March 01, 2000
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.

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 38 U.S.C. §8153 Enhanced Sharing of Healthcare Resources
<input type="checkbox"/>	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

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

as 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.

NAME AND TITLE OF SIGNER (Type or print) <u>Dennis W. Puck</u>		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ralph D. Tillman, Chief, Construction Contracting	
CONTRACTOR/OFFEROR	15C. DATE SIGNED <u>4/13/2000</u>	18B. UNITED STATES OF AMERICA BY <u>[Signature]</u>	18C. DATE SIGNED <u>4/13/00</u>
Signature of person authorized to sign		Signature of Contracting Officer	

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Page 2.

Effective Date:

April 17, 2000

Contract Number:

V691S-203

Title:

ESA/Western State Design/Bldg. 224

Supplemental Agreement Number:

Number 01

ITEM NUMBER. 14 CONTINUED:

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

Delete:

Rents for Months	0 - 24	\$8,000/month with no CPI adjustment
Rents for Months	25 - 36	\$9,000/month with maximum CPI Adjustment of 3%
Rents for Months	37 - 120	\$10,250/month with maximum CPI adjustment of 3%
Rents for Months	121 - 180	\$10,250/month with maximum CPI adjustment of 3% (Option Period, if exercised)

Add:

Rents for Months	0 - 6	\$8,000/month with no CPI adjustment
Rents for Months	7 - 24	\$10,250/month with no CPI adjustment
Rents for Months	25 - 120	\$10,250/month with 3% Annual CPI adjustment

Add Terms:

The basic intent of the laundry operation is to process all Marriott Hotel/Motels including but not limited to the properties located at Los Angeles International, Anaheim, all Fairfield Inns, Costa Mesa, Fullerton, Torrance, Newport Beach, Newport Suites, and Irvine. Additionally, other non-Marriott properties shall be processed within the laundry.

This Shared Marketing Agreement is offered in exchanged for the DVA providing permission to Shared Partner the right to process in Building 224, "non-hospitality" linen currently under contract by Shared Partner.

The "non-hospitality" linen currently under contract is for the following:

- Premier Hospitals, Inc.
- Volunteer Hospitals of America
- Kaiser Permanente Healthcare
- Columbia Healthcare System
- The UC Healthcare System

Additionally there is excess capacity for processing laundry within the Building 508. Western State Design shall not in any way compete with the DVA for processing "other than" hospitalty linen.

At no time, without written authorization from the DVA, will any other non-hospitality type linen be processed in Shared Building 224 other than the five (5) facilities listed above.

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.

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**Network Business Center
VA Long Beach Healthcare System
Enhanced Health Care Resources Sharing Agreement**

1. **Sharing Agreement:** This Contract (V691S-203) 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** building space, land use and/or other resources, as specified in subparagraph 1B below. The terms of the Contract are as follows:

- A. **Parties:** Western States Design, (hereinafter "Sharing Partner") and VA Greater Los Angeles Healthcare System, West Los Angeles, (hereinafter DVA or VAGLAHSWLA).

- B. **Resources to be shared:** See Attachment "A"
Attachments A, B, C, D, E, F, G, H, I and J are made part of this agreement by reference.

- C. **Period of Performance:** Initial Term of 10 years commencing on 3/17/00 and ending on 3/17/10 and one (1) five (5) year option. Sharing Partner may submit a written request for extension no more than 120 days and no less than 90 days prior to the expiration date. DVA must notify Sharing Partner of the DVA's intention not to exercise the renewal option no less than 60 days prior to the expiration date.

- D. **Pricing and Payment Terms:** As mutually negotiated and agreed
See Attachment "B" for fee details

- E. **Payment:** All Rent monies shall be due and payable on 1st of each month, considered late if not received by the close of business on the 10th of each month. All Revenue Sharing monies shall be paid in arrears, due on the 1st of each month and will be considered late if not received by the close of business on the 10th of each month. The Sharing Partner shall make all payments (user fees) payable Department of Veterans Affairs and shall submit said payment and/or fee 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:

Department of Veterans Affairs (-or-)
Building 500, Room 1406
Attention: Agent Cashier
11301 Wilshire Blvd.
West Los Angeles, CA 90073

Department of Veterans Affairs
P.O. Box 240072
Los Angeles, CA 90024-9172

- 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 Government official who shall be authorized to handle contractual matters involving changes, direction, work, and money. The CO shall give all direction for these areas. Nothing is to be decided without consultation with the CO.

- G. Restriction:** The DVA prohibits the use of VA property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts). The DVA prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA has been obtained and such approval is incorporated into this Contract. 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. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY.
- H. Security:** The DVA shall provide security, and may patrol the performance area. Should other security arrangements be necessary, this Contract will specify such arrangements. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) or VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES Security Police may be conducted during the period of performance.
- I. Insurance:** The Sharing Partner shall provide a minimum of \$1,000,000.00 (One Million Dollars) Liability Insurance prior to commencement of performance, and such insurance will be effective throughout period of performance. Proof of such insurance shall be hand-delivered or mailed to the Contracting Officer prior to commencement of performance of this Contract.
- J.** Sharing Partner will ensure performance area(s) is/are restored to pre-existing conditions (fair wear and/or tear excepted) at expiration of performance. The Sharing Partner shall be responsible for all damages to VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES property caused by their negligence, etc. and any repairs, if necessary, will 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 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 Cause or by decree of Public Law by giving at least sixty (60) days prior written notice. In the event of termination, the Sharing Partner shall be responsible for payment for all services rendered VA Greater Los Angeles Healthcare System, West Los Angeles, prior to the effective date of termination. In the event that this termination clause is exercised, each party will bear their own costs associated with the termination and will not seek damages or compensation from the other party caused by the termination.

Termination for Cause: The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Sharing Partner, or if the Sharing Partner fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Sharing Partner for any amount for supplies or services not accepted, and the Sharing partner shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed as termination for convenience.

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

- c. **Modification:** This Contract may need to be modified during the term. 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 clause
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.
 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 DVA Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgement upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.
- f. **Use of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES'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 VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES 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.

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- h. **Independent Contractor:** VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES 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 VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES 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:

VAMC Contact Person

Jon M Wilson, Contracting Officer
Network Business Center
Construction Contracting Section (NBC/CC)
5901 East Seventh Street, Building 149
Long Beach, CA 90822
Telephone: [REDACTED]
Facsimile: [REDACTED]

Sharing Partner

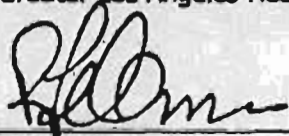
Mr. Dennis Mack
Western States Design
25616 Nickel Place
Hayward, CA 94545
Telephone: [REDACTED]
Facsimile:
Tax I.D. Number: [REDACTED]

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, W LA

Sharing Partner

By

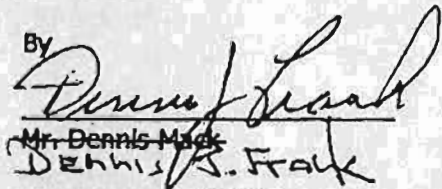


Ralph D. Tillman
Chief, Construction Contracting
Network Business Center

Date

3/1/00

By



Mr. Dennis Mack
Dennis R. Falk
Western State Design

Date

March 1, 2000

Attachment Schedule

Attachment A	Shared Resources
Attachment B	Fee Schedule
Attachment C	DVA Signage Policy
Attachment D	Equipment Inventory
Attachment E	Motor Vehicle Traffic & Parking Policy
Attachment F	Additional Clauses
Attachment G	Equal Opportunity
Attachment H	Liability Information
Attachment I	Disputes
Attachment J	Prohibited Hazardous Materials

Attachment "B" Fee Schedule

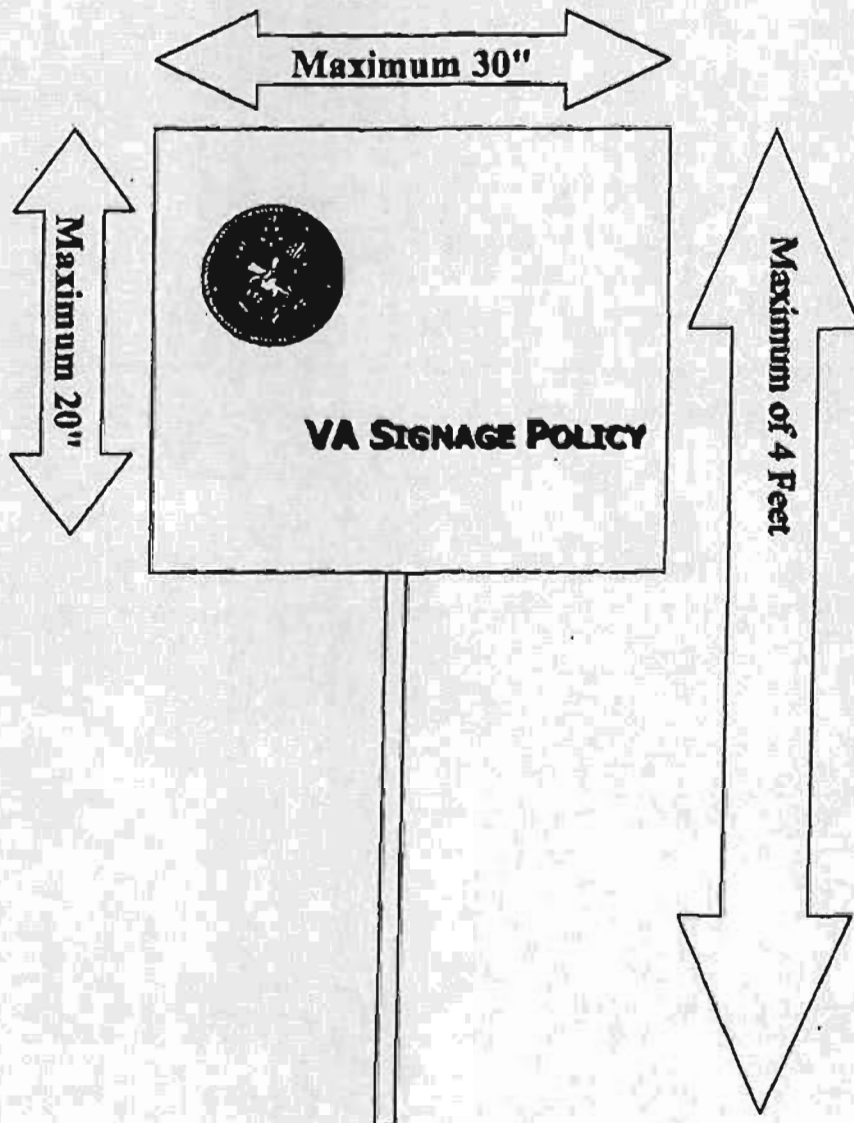
Line Item	Fee
Building 224	
Rents for Months 0 – 24	\$8,000/month (no CPI Adjustment)
Rents for Months 25 – 36	\$9,000/month (with a maximum CPI Adjustment of 3%).
Rents for Months 37 – 120	\$10,250/month (with a maximum Annual CPI Adjustment of 3%.
Rents for Months 121 – 180 (Option Period, if exercised)	\$10,250/month (with a maximum Annual CPI Adjustment of 3%.
Adjacent Water Softener Unit	\$500.00 "as – is" condition. If the Water Softener/pumps fail, is shall be the responsibility of the Sharing Partner to replace or repair the unit at no cost to the Government. The Building Enclosure for the Water Softener/pumps shall be maintained by the Sharing Partner according to the Terms and Conditions of this Agreement.
Utilities (Electricity)*	Direct Pass Through

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Utilities (Water)*	Direct Pass Through - \$1.23 per hundred cubic feet (748 gallons). Rate shall be adjusted based upon "pass through" costs.
Utilities (Gas)*	Direct Pass Through
Utilities (Waste Water)* (Calculated at 50% of Consumption)	Direct Pass Through - \$2.53 per hundred cubic feet (748 gallons). Rate shall be adjusted based upon "pass through" costs.
Utilities (Hyperion Surcharge)*	Percentage of gross bill based upon consumption/usage of Sharing Partner.
Utilities (Steam)	Direct Pass Through
Utilities (telephone)	Not Supplied by DVA

*Sharing Partner shall be responsible for all costs associated with Gas, Water, Electricity and Trash removal. The DVA shall not be responsible for supplying Telephone utilities.

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 DVA sign by at least 24 inches.

Never place event signage ON or in front of any existing DVA signs!

Attachment "D"
Equipment Inventory*

Item	Condition

*At commencement of this Agreement, the DVA and Sharing Partner shall mutually establish an inventory and condition report of all DVA provided equipment. DVA provided equipment is defined as "real property" and any/all improvements to said property that cannot be removed without causing damage to the premises.

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Attachment "E"

Motor Vehicle Traffic and Parking Policy

The Sharing Partner and potential Stadium users shall ensure adherence to the following motor vehicle and parking policy.

- 1). Purpose: To establish regulations governing the operation of motor vehicles on Medical Center property, and parking "privileges".
- 2). Policy: All motor vehicles operated on Medical Center property must comply with all posted regulations and this policy. The DVA is not responsible for damage, theft, etc., to automobiles parked on the grounds.
- 3). Responsibility: It is the responsibility of all employees, students, volunteers, WOC, consultants, Sharing Partners and others to comply with parking regulations and direct orders from Medical Center police officers in their duties of directing traffic. Failure to comply could lead to citations, loss of parking privileges, and/or disciplinary action. It is the responsibility of the Chief of Police and Security Department to see that parking regulations are enforced. It is the responsibility of all supervisors to assist by counseling employees who violate parking regulations.
- 4). Procedures:
 - a. Enforcement:
 1. The Department of Veterans Affairs Medical Center Police are empowered to enforce State and Federal laws, and applicable DVA regulations; CFR 1.1218, concerning the operation and parking of motor vehicles on government property.
 2. A "Warning Violation Notice" will be issued for the first two parking violation offenses (exceptions: parked in roadways, fire lanes, ambulance entrances, or other posted emergency areas). A "U.S. District Court Violation Notice" will be issued for third and subsequent offenses, with appropriate fines.
 3. Information relevant to the issuance of courtesy citations will be forwarded to the appropriate Service for their action.
 4. Persons falling to comply with verbal instructions given by a Medical Center Police Officer will be subject to issuance of a "U.S. District Court Violation Notice."

5. Any person receiving a "Warning Violation Notice" or a "U.S. District Court Violation Notice" is required to comply with the instructions contained on the citation, at the time of issuance.
6. Specific traffic offenses committed at this health care facility, which require mandatory appearances before the U.S. Magistrate, are subject to legal enforcement as prescribed by law.
7. Any other violation of posted parking restrictions or moving violations, that are in contradiction with the Medical Center Policy as provided in the enabling legislation passed by the Congress of the United States, and signed by the President, will result in the issuance of a "U.S. District Court Standardized Violation Notice".
8. All vehicles parked illegally, or for more than 24 hours on the Medical Center grounds, are subject to removal by towing; all costs of which are the responsibility of the owner or driver of the motor vehicle.

b. Registration:

1. All privately owned motor vehicles and motorcycles belonging to the Medical Center personnel, and to persons occupying consulting positions within the Medical Center, will be registered through the Medical Center Police and Security Department.

Motor Vehicle Traffic and Parking Policy Continued:

c. General Parking, North of Wilshire:

1. Lots 7,9,16,17,20,22,23,25,26,28,35,39 and 40 have been designated as employee parking lots.
2. Street parking prohibited except:
 - a. Loading and unloading in front of Buildings 256, 257, and 210, loading dock area of Building 500, where it is posted Government parking. This area will be open parking from 3:00pm - 6:30am. All other times will be for "Government Vehicle" parking only.
 - b. Exception: All parking behind Buildings 300 and 500 loading dock areas will be enforced at all times.
 - c. Vandegrift Avenue and Bonsall Avenue: Parking will be allowed between the hours of 3:00pm and 8:00am, Monday through Friday, and all day Saturday, Sunday, and Holidays.

d. General Parking, South of Wilshire:

1. Lots 2,3,6 and 6A have been designated as employee parking lots.
2. Parking lots 42 and 43: Employee parking prohibited during the hours of 8:00am and 3:00pm. Swing shift and graveyard personnel are authorized to park in these lots in non-designated stalls during the period of 3:00pm and 8:00am, and all day Saturdays, Sundays, and Holidays.

e. Posted Areas (Handicap, Government Vehicles, Dialysis):

1. Unauthorized parking in posted areas is prohibited. Unauthorized employees in these areas will be subject to appropriate citations.
2. Repeat violators of established parking policy may be denied the privilege of having a vehicle on the grounds or vehicles may be towed by private contractor and stored at the owner's expense.

Motor Vehicle Traffic and Parking Policy Continued:

f. Regulations:

1. Parking is permitted in designated parking lots only. Parking in roadways, fire lanes, ambulance entrances, crosswalks, yellow and red curbed areas, grassy areas, receiving/delivery/loading areas, etc., is prohibited. Only a VA Police Officer has the authority to park a motor vehicle in these areas.
2. Motor vehicles operated on Medical Center grounds must have a current valid state registration and numberplates.
3. Drivers operating motor vehicles or bicycles on Government property are responsible for operating in a safe manner and observing the Medical Center traffic regulations and the "Rules of the Road", State of California motor vehicle laws.
4. All unattended motor vehicles and bicycles on this property must be locked.

g. Accidents:

1. All accidents involving motor vehicles operated on Medical Center grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to the Medical Center Police.
2. The Department of Veterans Affairs assumes no responsibility for accidents occurring on Medical Center grounds between privately owned motor vehicles, however, such accidents should be reported to the VA Police in Building 236.

h. Contractors/Subcontractors:

1. Responsibility: It is the responsibility of all contractors and subcontractors to comply with parking regulations and direct orders from Medical Center Police Officers in their duties of directing traffic. Failure to comply could lead to citations and the loss of parking privileges.

Motor Vehicle Traffic and Parking Policy Continued:

2. Procedures:

- a. The contractor and subcontractor are issued a "Temporary Parking Authorization" permit from the Engineering Department. This authorization is signed by the Chief, Police and Security Department, and expires when the job has been completed.
- b. The "Temporary Parking Authorization" permit must be mounted on the front dashboard of the contractor's/subcontractor's vehicle. The expiration date is noted on the permit.

i. Parking of Campers, Trailers and Motor Homes on VA Controlled Property:

1. Purpose: To provide VA Police Officers with the proper procedures when confronted with requests for overnight parking of trailers, campers, and mobile homes on VA controlled property.
2. VA Police Officers will also investigate all trailers, campers, or motor homes found parking on VA grounds after hours or on the weekend/holidays. If found to be occupied, inhabitants should be informed of this policy and asked to remove their vehicle from the grounds.

Attachment "F" Additional Clauses

The parties hereto for the consideration herein after 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 Department of Veterans Affairs Medical Center Director and to such rules and regulations as may be prescribed by him/her from time to time. Such approval shall not be unreasonably withheld.
2. That the Sharing Partner has inspected and knows 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 shall be made or improvements installed in the demised premises by the Sharing Partner (other than listed in Attachment D) without the prior written consent of the Medical Center Director, 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 said demised premises are 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 Government, its officers, agents, and employees to enter upon said premises 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 Government and the Sharing Partner shall have no claim of any character on account thereof against the Government or any officer, agent or employee thereof.
6. That the Sharing Partner shall be responsible for the cost of all utilities, repairs and maintenance associated with the use of the premises. The Government shall be responsible for providing and maintaining all utility connections to the premises.
7. That the Sharing Partner shall neither transfer, nor assign this Enhanced Sharing Agreement or any property on the demised premises, nor sublet the demised premises or any part thereof, or any property thereon, nor grant any privilege whatsoever in connection with this Enhanced Sharing Agreement, without submitting request in writing 30 days in advance, for approval by the VAMC Director which consent shall not be unreasonably withheld. The terms of this paragraph shall not apply to contracts with third parties in connection with Sharing Partner use and management of the premises.

8. That in the event the Government terminates this Enhanced Sharing Agreement, or in any other manner materially reduces or increases the area covered thereby prior to the date of expiration thereof, an equitable adjustment in the rent (if applicable), utilities or services paid or thereafter to be paid under this Enhanced Sharing Agreement shall be made.
9. That if the said premises are totally destroyed by fire or other casualty, this Enhanced Sharing Agreement shall immediately terminate. In the case of partial damage or destruction, so as to render the premises untenable, Sharing Partner may terminate this Enhanced Sharing Agreement in its entirety by serving written notice upon the Government within thirty (30) days or in part, by supplemental agreement hereto, if approved by the Government.
10. That any property of the Government damaged, or destroyed by the Sharing Partner incident to the Sharing Partner use and occupation of the said property shall be promptly repaired or replaced by the Sharing Partner to the satisfaction of the DVA Medical Center Director or in lieu of such repair or replacement the Sharing Partner shall, if so required by the Department of Veterans Affairs, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damages to or destruction of Government property. Any monetary compensation shall be made payable to the 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.
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 property hereby Shared, except changes required 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 its revocation by the Government, the Sharing Partner shall vacate the demised premise, remove the personal property of the Sharing Partner therefrom and at the option of the Government, remove the fixtures therefrom and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this Enhanced Sharing Agreement, damages beyond the control of the Sharing Partner and due to fair wear and tear excepted. In the event that the Sharing Partner should fail to comply with the duties set forth in this paragraph, then the Sharing Partner shall pay to the Government on demand any sum in which may have to be expended after the expiration or termination of this Enhanced Sharing Agreement to restore the premises to the condition as stated herein. Any monetary compensation shall be made payable to the 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

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, therein 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 excepting bona fide employee for bona fide established commercial or selling agencies maintained by the Sharing Partner for purpose of securing business. For breach or violation of this warranty, the Government 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 the Enhanced Sharing Agreement involving transactions related to this Enhanced Sharing Agreement. The Sharing Partner, further agrees to include in all his subcontracts hereunder, 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 Government, 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.
16. 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 Government or upon the Sharing Partner with respect to or upon the Enhanced Sharing Agreement premises. 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 Enhanced Sharing Agreement hold interest of the Sharing Partner therein), 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 this Enhanced Sharing Agreement hold interest in the premises 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 said officer, constitutes a reasonable return to the Government on the Shared property, then in such event, the said officer shall have the right to determine the amount of the rental, which determination shall be binding on the Sharing Partner subject to appeal.

17. 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.
18. Any activity, program or use made of the 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.
19. This Enhanced Sharing Agreement is not subject to the reporting requirements of 38 U.S. Code 5022 (a) (2) (A).
20. 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.

Attachment "G"

Equal Opportunity (52.222-26)

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

During performing this contract, the Sharing Partner agrees as follows:

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

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

The Sharing Partner 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 Sharing Partner's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Sharing Partner 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 (EEO-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.

The Sharing Partner 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 Sharing Partner's compliance with the applicable rules, regulations and orders.

If the OFCCP determines that the Sharing Partner 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 Sharing Partner 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 Sharing Partner 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 Sharing Partner 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 Sharing Partner 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 Sharing Partner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Sharing Partner 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.

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 Department of Veterans Affairs 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 or to the mission and program responsibilities of the Department of Veterans Affairs. Disputes as to what rules and regulations constitute interference with use and occupancy of the Shared premises 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 Sharing Partner.
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 said premises, 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 said premises 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 Department of Veterans Affairs 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.

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 the Sharing Partner 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 Sharing Partner shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Sharing Partner shall be subject to a written decision by the Contracting Officer.

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

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

For Sharing Partner claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Sharing Partner, render a decision within 60 days of the request. For Sharing

Partner-certified claims over \$50,000, the Contracting Officer must within 60 days, decide the claim or notify the Sharing Partner of the date by which the decision will be made.

The Contracting Officer's decision shall be final unless the Sharing Partner appeals or files a suit as provided in the Act.

At the time a claim by the Sharing Partner is submitted to the Contractor Officer or a claim by the Government is presented to the Sharing Partner, 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer 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 Sharing Partner shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim appeal or action arising under the Sharing Partner, and comply with any decision of the Contracting Officer.

Attachment "J"
Hazardous Materials