



Federal Advisory Committee Act 101

- **What is FACA?**

- The Federal Advisory Committee Act is a Federal statute that governs the **establishment, termination and management** of Federal advisory committees (FAC). Enacted to promote openness and transparency and to regulate the number and duration of FACs.

- **When does FACA apply?**

- FACA applies to all groups with at least one non-Federal employee established or utilized by an agency to obtain advice or recommendations, unless an exception applies.

- **What are the requirements for a FAC?**

- signed/filed Charter;
- Designated Federal Officer (DFO);
- public meetings with agenda announced in Federal Register 15 days in advance and an opportunity for public to submit written comments;
- balanced membership;
- records maintained and available for public inspection.



Federal Advisory Committee Act 101

- **What constitutes a meeting?**
 - FACA applies to all gatherings where substantive matters upon which the committee provides advice or recommendations are discussed.
 - This includes “virtual” gatherings, such as tele- and video-conferences.
- **What is a Designated Federal Officer?**
 - VA employee who manages day-to-day FAC operations;
 - Must approve/call meetings, attend all meetings, and approve meeting agenda;
 - Must ensure meeting minutes are certified by FAC Chair within 90 days.



Federal Advisory Committee Act 101

- **May FACs ever meet privately?**
 - FACs may convene to perform two types of work without a public meeting:
 - 1) **Preparatory work.** A meeting convened solely to gather information, conduct research , analyze relevant issues, facts in preparation for a FAC meeting or to draft papers for deliberation by FAC;
 - and**
 - 2) **Administrative work.** A meeting convened solely to discuss administrative matters of the FAC or receive administrative information from agency.
 - FAC meetings may also be closed in whole or in part under limited circumstances, such as when discussing trade secrets, personal information, and criminal matters. OGC must concur in the closure.



Federal Advisory Committee Act 101

- **May I testify before a congressional committee or speak with congressional staff about FAC matters?**
 - If asked to testify, you may speak about FAC matters only in your personal capacity. FAC members do not have authority to testify on behalf of the FAC and do not speak for VA.
 - Your testimony should clarify that you are providing your personal opinion and are not speaking on behalf of VA or the FAC.
 - Because you are acting in your personal capacity if you testify, VA cannot reimburse you for expenses or pay honoraria.
 - As a courtesy, we appreciate you informing the FAC's DFO if you are going to testify.



Ethics Training for Special Government Employees





Who is an SGE?

- Advisory Committee members appointed to serve not more than 130 days during any 365-day period (with or without compensation)
- Assume here that Committee members will serve less than 60 days in any 365-day period
- Not an SGE if you serve on Committee as representative of an outside organization or another Federal agency.



How to Get Ethics Advice

- Contact an ethics official on OGC's Ethics Specialty Team:
 - Telephone: (202) 461-6000 or 202-461-7694 – EST Central Office main number
 - E –Mail: GovernmentEthics@va.gov



Why Get Advice?

- Seeking advice from an ethics official in advance of taking action and complying with that advice will, in virtually all cases, protect an SGE from criminal prosecution or other administrative action
- Good idea to get advice in writing



When do the Ethics Rules Apply?

- Ethics rules apply even if SGE serves without compensation
- Ethics rules apply even on days when SGE is not directly performing Government services
- SGEs are Government employees for ethics purposes, but are subject to less restrictive conflict of interest requirements and ethics rules



Financial Disclosure

- Unless exempted by written DAEO determination – all SGE Advisory Committee members must submit Confidential Financial Disclosures
- Regular Government Employee members of Advisory Committees should submit reports as well (if already a filer – a copy of most recent OGE 450 or SF 278 is acceptable)
- **Report must** be certified before SGE can participate in any deliberative meeting



Categories of Ethics Laws

- Criminal conflict of interest statutes; 18 U.S.C. §§ 201-209
- Standards of Ethical Conduct for Executive Branch Employees; 5 C.F.R. part 2635
- Other, Constitution, Hatch Act . . .



Conflicts of Interest

- 18 U.S.C. § 208

It is a crime for you to participate personally and substantially as a Government officer or employee in a particular matter which will directly and predictably affect your financial interest or a financial interest imputed to you.



Persons whose Financial Interests are Imputed to You

- Spouse
- Minor Child
- General Partner
- Organization in which SGE serves as officer, director, trustee, general partner, or employee
- Person or organization with which SGE is negotiating with, or has, arrangement concerning prospective employment



Defining “Particular Matter”

- Deliberations, decisions, actions focused on interests of:
 - specific parties (e.g., a contract, grant, or case in litigation)
- OR
- general applicability (focused on a discrete and identifiable class such as an industry)
- NOT broad policy directed at large and diverse group



“Direct and Predictable Effect”

- Yes: Close causal link between decision or action to be taken and any effect of the matter on the financial interest
- No: Link between financial interest and effect of matter is attenuated or effect is contingent upon occurrence of events that are speculative or independent of the matter



Exception for Particular Matter of General Applicability

- SGEs **may** participate in particular matters of general applicability where the disqualifying financial interest arises from the SGE's non-Federal employment or prospective employment
- ONLY where there is no “special or distinct effect” on SGE or the non-Federal employer other than as part of a class
- Exception does not cover interests arising from stock ownership
- Non-Federal employment must involve actual employer/employee relationship (not contractor)



Other Exceptions

- Individual Waiver (in writing)
 - Need for SGE services outweighs potential for conflict
 - Waiver issued by appointing official

- Multi-campus Exception
 - Can participate in matter affecting one campus of multi-campus State institution of higher education where disqualifying interest arises from employment with separate campus of the same institution; no multi-campus responsibilities



Appearances Matter

- Standard of conduct issue, not criminal, but analysis similar to criminal conflict of interest law
- SGE/employee cannot participate in specific party matter where a person with whom you have a “covered relationship” is, or represents, a party



Appearances Matter

- You have a “covered relationship” with all persons whose interests are yours under criminal conflict law, plus others
- Bottom line-would a reasonable person with knowledge of all the relevant facts question your impartiality in the matter?



Prohibited Compensation

- For regular Federal employees - No non-Federal compensation for performance of official duties, except from treasury of State, local, municipal government. 18 U.S.C. § 209.
 - N/A to SGEs
- For all employees -- No \$ to be influenced to perform your duties. 18 U.S.C. § 201



Switching Sides

- SGE is prohibited from receiving compensation based on their representation or anyone else's before any Federal agency or court in connection with any specific party matter in which they participated personally and substantially as a Government employee. 18 U.S.C. § 203.
- SGE is prohibited from acting as agent or attorney, with or without compensation before any Federal agency or court in connection with any specific party matter in which they participated personally and substantially as a Federal employee. 18 U.S.C. § 205.



Switching Sides

- Post-Government employment concept of no side switching. 18 U.S.C. § 207.
- Lifetime Ban – representing back to the Government in connection with particular matter involving specific parties in which SGE participated personally and substantially (“behind the scenes” advice OK)



Side Switching

- Related Standard of Conduct prohibition
- SGE may not serve as an expert witness for party opposing the Government where SGE participated in the underlying proceedings as a Government employee
- SGE may not serve as an expert for party opposing their own agency where they serve on a committee established by statute or serve for more than 60 days



Standards of Conduct

- “Public Service is a public trust”

- 14 Principles boil down to two main prohibitions:
 - Do Not **Use Your Public Office for Private Gain**
 - Do Not **Give Unauthorized Preferential Treatment** to Any Private Organization or Individual



Misuse of Position

- No use of non-public information to engage in any financial transaction or to further own private interest or that of another
- No use of Government property for other than authorized purposes
- No use/allowing use of official title, position or authority to imply that the Department officially endorses/sanctions a private product, service or activity



Teaching, Speaking, and Writing

- No compensation for Teaching, Speaking, or Writing that relates to official duties
- Relates to Official Duties if:
 - Undertaken as part of official duties,
 - Invitation extended primarily because of official position,
 - Invitation from someone whose interests may be substantially affected by member's Government duties,
 - Information conveyed draws substantially on non-public information, or
 - Subject matter deals significantly with any specific party matter to which SGE is assigned or was assigned within past year of current SGE appointment



Teaching, Speaking and Writing

- Exception – Teaching a course requiring multiple presentations offered as part of regular curriculum of an elementary/high school or institution of higher education or training program sponsored by the Federal Government.



Gifts

- May not accept gift given because of official position OR from a “prohibited source”
- Prohibited Source:
 - Entity seeking official action by VA
 - Entity doing/seeking business with VA
 - Entity could be substantially affected by Committee decisions
 - Entity of which a majority of members are prohibited sources



Gifts

- Exception – MAY accept meals, lodgings, transportation and other benefits arising from outside employment when benefits not offered due to status as Federal employee.
- Other minor exceptions exist, e.g., de minimis \$20 per occasion, \$50 during calendar year – consult an ethics official.



Charitable Fundraising

- SGE may engage in fundraising in a personal capacity as long as SGE does not personally solicit funds or support from a person whose interests may be substantially affected by the performance or nonperformance of the SGE's official duties



Other Laws and Regulations

- Emoluments Clause

- Prohibits employment with, receipt of gifts decoration or titles of nobility from a foreign government or public university or commercial enterprise owned or operated by a foreign government, except to extent authorized by Congress. U.S. Constitution, Art. 1 § 9, cl.8

- Foreign Gifts and Decorations Act

- No gifts > \$375 from foreign government or international organization (includes travel unless takes place entirely outside U.S.)

- Foreign Agents

- No acting as agent of a foreign principal registered under Foreign Agents Registration Act unless deemed in national interest by head of agency where SGE employed



Hatch Act

- Restricts certain political activities of Government employees
- Applies to SGEs only when engaged in Government business:
 - No political activity on duty, on Government property, or while using a Government vehicle
 - No soliciting/receiving political contributions
 - May be candidate for public office in partisan elections
 - but no campaign work while on duty



Where to Get Ethics Advice?

VA Ethics Officials: GovernmentEthics@va.gov

- **Catherine Mitrano, Deputy General Counsel**

Designated Agency Ethics Official (DAEO)

- VACO Deputy Ethics Officials:

Jonathan Gurland, Chris Britt, Carol Borden, Stephen Higgs

Office of General Counsel (023)

810 Vermont Avenue, NW

Washington, DC 20420

(202) 461-7694 or (202) 461-6000



Where to Get Ethics Advice?

Outside VACO:

OGCNorthEastEthics@va.gov for ME, NH, VT, MA, RI, CT, NY, NJ, DE, PA, OH, WV, MI, WI

OGCSouthEastEthics@va.gov for VA, NC, SC, GA, FL, MS, AL, LA, southern TX, Puerto Rico

OGCMidwestEthics@va.gov for DC, MD, IN, KY, TN, AR, MO, IL, IA, MN, ND, SD, NE, KS,

OGCWestEthics@va.gov for northern TX, OK, NM, AZ, CO, UT, WY, MT, ID, NV, CA, OR, WA, HI, AK, Guam, Philippines



Questions?



3/27/2024



What Information is Needed from GLAHS Operations to Support the Mission to:

- ❖ Identify the goals of the community and Veteran partnership
- ❖ Provide advice and recommendations to the Secretary to improve services and outcomes for veterans, members of the Armed Forces, and the families of such Veterans and members
- ❖ Provide advice and recommendations on the implementation of the Draft Master Plan approved by the Secretary on January 28, 2016, and on the creation and implementation of any successor master plans



Status of Trauma Recovery Services (TRS) Groups:

- ❖ TRS groups offered in June 2018: 21 (21.5 hours of group programming)
- ❖ TRS groups offered in January 2019: 17 (17.5 hours of group programming)
 - 1 new group added to meet Veteran requests (Anger Management)
 - 3 groups ended due to low census. Veterans are attending other groups
 - 1 group ended due to provider retirement
 - 1 group transitioned to the Domiciliary
 - *Thursday Evening PTSD SUD Group was primarily Domiciliary patients and transitioned to Domiciliary Groups*

Access:

- ❖ Access has increased by 25% since September 2018 (as evidenced by consults)
- ❖ Veterans now have access to a range of treatments. Previously, Veterans were required to attend groups. If they could not attend groups, they were denied access to the PTSD program
- ❖ 23 Veterans received an Evidence Based Practice (EBP), i.e., Prolonged Exposure (PE) or Cognitive Processing Therapy (CPT), in October 2018 (one month) compared to 13 Veterans from April 2017 to April 2018 (1 year). Veterans are not required to engage in an EBP, but it is now offered as a treatment option
- ❖ In FY17, only 217 Veterans were attending the PTSD groups at least 1 time per month (i.e., 13+ group appointments in a year). During the same time period (FY17), 6,742 Veterans at WLA had a diagnosis of PTSD. This demonstrates a large unmet need



Group Schedule

	Time	POST Group Name	TRS Group	Notes
Monday	11:00	Stress Management	Stress Management	
	12:00	Anger Management	Anger Management *12-week cycle started in December	This group was not active in June, so it's an addition/ NEW group.
Tuesday	10:00	PTSD	PTSD	
	1:00	Relationships	Relationships	
	2:00	Persian Gulf	Persian Gulf	
	3:00	MST	MST	
	6:00	PTSD		Ended in September, 2018
Wednesday	10:00	PTSD	PTSD	
	11:00	Medics	Medics	
	1:00	Life Goes On		Ended in August, 2018 due to low census, veterans attending other TRS groups
	1:00	Medical Concerns	Medical Concerns	
	2:00	PTSD	PTSD	
Thursday	9:00	PTSD Gp.	PTSD Gp.	
	10:00	Grief Group	Grief Group	
	10:00	PTSD Gp.	PTSD Gp.	
	12:00	PTSD Gp.	PTSD Gp.	
	1:00	Life Experience	Life Experience	
	1:30	Emotions Management	Emotions Management	
	2:00	Persian Gulf		Due to low census, this Group combined with Tuesday @ 2 Persian Gulf
	3:00	OEF/OIF		Group transitioned to the Dom
Friday	11:00	WWII/Korean War		Ended in August, 2018 due to low census, veterans attending other TRS groups
	12:00	PTSD	PTSD	
Wednesday	12:30	Safety Zone		Ended in July, 2018 (Not a POST/PTSD group)
Thursday	6:00	PTSD/SUD		Ended in September, 2018 (Not a POST/PTSD group).

*Yellow highlight indicates group has ended



U.S. Department of Veterans Affairs
Greater Los Angeles Healthcare System

VA Greater Los Angeles Healthcare System Update West LA Campus Master Plan

January 2019



Housing: Operational and Near-Term



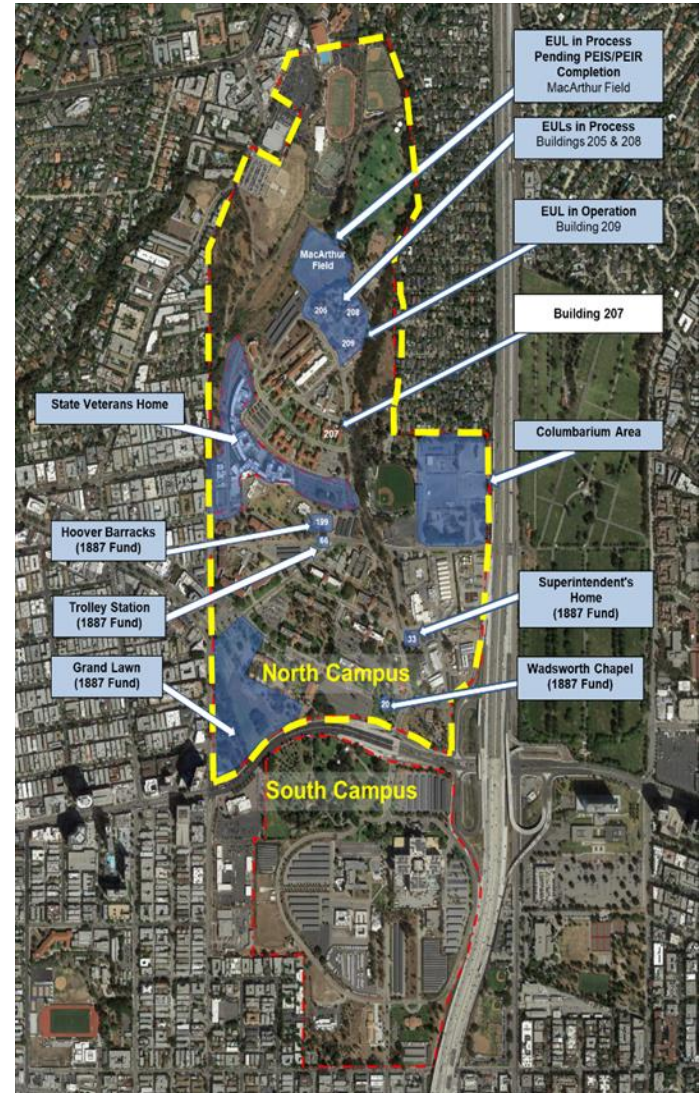
- ❑ **Building 209** opened in June 2017 with 54 units of permanent supportive housing for chronically homeless Veterans
- ❑ **Buildings 205 and 208** (~ 120 units) are under development by Shangri-La; delivery anticipated 1st Quarter 2021
- ❑ The Principal Developer team has responsibility for **Building 207** (~ 50 units); delivery anticipated 3rd Quarter 2021
- ❑ Core Affordable has been identified to build new construction (~ 150 units) on **MacArthur Field**; delivery anticipated 4th Quarter 2022



Principal Developer Role

Goal: Integrate and Accelerate Housing

- Goal in West Los Angeles is for **multiple EULs** to deliver at least 1,200 supportive housing units for homeless and at-risk Veterans
- VA has already identified multiple potential locations; PEIS and Principal Developer will refine overall building plan
- A Principal Developer Team has been selected to expedite and integrate development of housing and to ensure that the housing and other services provided on the North Campus function as a true community for Veterans and their families





Principal Developer Team

- ❑ **West LA Veterans Collective LLC (WLAVC)** was selected as the Principal Developer Team based on its -
 - ❑ **Strong approach and extensive experience** conducting community and neighborhood planning, and executing **comparable large supportive housing projects**.
 - ❑ Formation as a collective **for sole purpose of serving as Principal Developer**.
 - ❑ Member organizations' **respective experience, skillsets, and strong history working together**
 - ❑ **Clear understanding of the urgency** associated with effort and VA's related goals and objectives.
 - ❑ Overwhelming **support from critical stakeholders**.
 - ❑ Strong Veteran representation within the team, demonstrating that the Collective is **extremely motivated and laser-focused on serving Veterans**.



Environmental & Historic Impact Assessments



- ❑ What: VA initiated a **Programmatic Environmental Impact Study** in 2017 to assess impacts of Campus-wide redevelopment, including North Campus DMP and South Campus major construction
- ❑ Why: The ongoing PEIS will allow VA to **comply with the historic and environmental impact analysis requirements** of the West LA Act, NEPA and NHPA
- ❑ When: in December 2018, VA published a draft report in the Federal Register for public comment. VA will hold **Public Meetings** on the draft **January 15-17, 2019**, and will accept **comments through February 13, 2019**
- ❑ What's next: VA will consider all comments received and input from the Principal Developer to identify **scenarios** for the most cost-effective, least impactful, and least time-consuming Campus development



Partnering for Solutions: Near Term

Safe Parking



- ❑ The **Safe Parking Program** provides a designated safe area for eligible Veterans to park and sleep in their vehicles, overnight, with security and access to sanitation stations and supportive services
- ❑ Initial pilot was successful – average 8 cars/night
- ❑ An **amended license** has allowed Safe Parking to **expand capacity** to 30 cars



Partnering for Solutions: Mid Term

Interim Bridge Housing Facility



- ❑ **City of Los Angeles** will fund procurement, placement, and maintenance of structures
- ❑ Part of a **City-wide initiative to provide interim housing** solutions in each of LA's fifteen City Council Districts
- ❑ **VA** will work with a third-party service provider to connect homeless Veterans with **housing navigation** and **case management services**
- ❑ Site preparation began in December. Unmarked underground utilities delayed work somewhat; now anticipating **March 2019 delivery**
- ❑ **100 beds** + separate facilities for dining and hygiene
- ❑ Separate structures for men and women, **Veterans only**



Third-Party Land Uses



- ❑ Per the action plan submitted in response to OIG land use audit, **VA has until 9/30/2019 to address deficiencies** identified with respect to individual land use agreements
- ❑ Some agreements will need to be recharacterized (e.g. revocable license (RL) to easement) in accordance with **clarified land-use policy** to be issued by VA's Office of Real Property (ORP)
- ❑ VA has begun conversations with City of Los Angeles, Brentwood School, and others about **more Veteran-centric consideration**
- ❑ **Notice-to-vacate documentation** will be issued to other land users this month
- ❑ GLA's **Office of Asset Management (OAM)** administers short-term land use agreements (e.g., RLs); **ORP and VISN Contracting Office** administer leases



GLA Land Use Decision Process



- ❑ GLA OAM manages land-use requests and decisions through GLA's **Land Use Advisory Committee (LUAC)**
- ❑ Committee members represent GLA's **safety, engineering, housekeeping, police, facilities, public affairs, and voluntary services**, all of which may be impacted by third-party land uses
- ❑ Members include **Veterans** from all branches and a variety of eras
- ❑ Third parties interested in occupying the WLA Campus submit a standardized **Land Use/Event Request Form** available online
- ❑ LUAC reviews each request to determine –
 - ❑ whether the proposed event is **Veteran-focused**
 - ❑ whether GLA can accommodate the event **without undue impact** on hospital operations/resources
 - ❑ **GLA Director makes final decision** based on LUAC recommendation
- ❑ GLA is developing **improved technology** to make the process more efficient and transparent

VCOEB MEETING

January 9, 2019

WEST LA VETERANS COLLECTIVE

Veteran Led | Veteran Minded | World Class | Locally Rooted | Mission Driven.



CENTURY



THOMAS SAFRAN & ASSOCIATES

<http://www.WestLAVeteransCollective.org>



**We are in the midst of a daunting
crisis—with more than 3,900 homeless
Veterans in Los Angeles County**

Hank and Kathy's Story



Who are we?

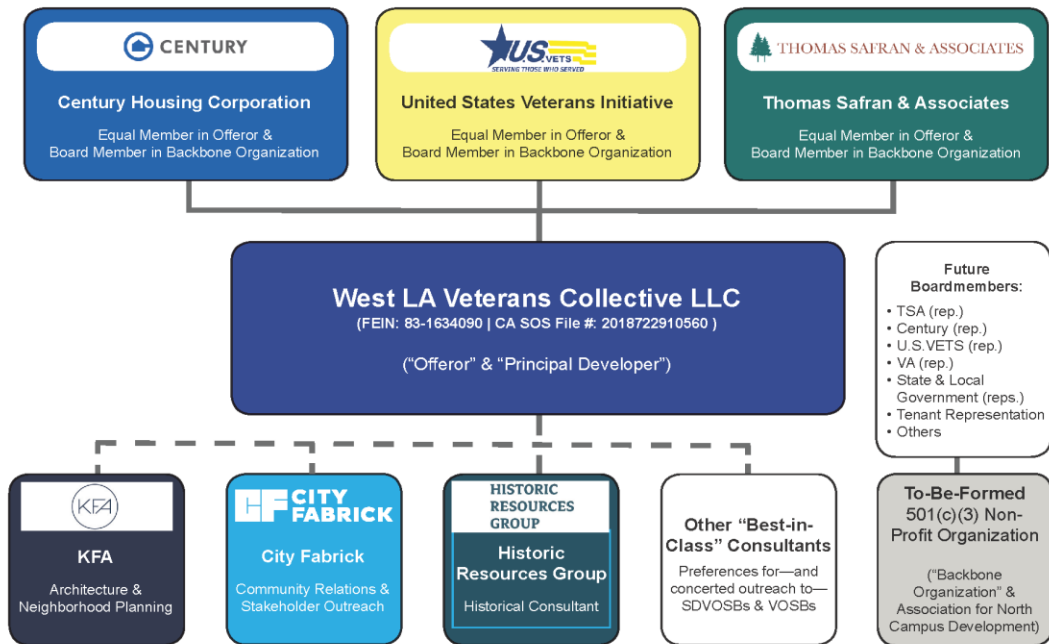
A strategic alliance of organizations

Not a partnership of convenience

- Mission Driven organizations;
- Together we have delivered **more than 25,000 units of housing** and served **more than 500,000 people** in greater Los Angeles;
- Decades of Close Collaboration;
- Formally Organized & Operationally Ready to Go;
- Locally Rooted and accountable to our local communities;
- Deeply committed to the successful transition of military Veterans and their families;
- Acutely understand the urgency of the task at hand.

Who are we?

***A strategic alliance of organizations—
Not a partnership of convenience***



NOTE: Solid lines indicate an ownership relationship; Dashed lines indicate a consulting relationship.

I hereby certify this is a true copy
of the record in book 403 page 14
if indexed with the seal of this office
Date Dec. 11, 1970 Ray R. Lutz Recorder
County of Los Angeles
State of California

This instrument made the third day of March one thousand eight hundred and eighty eight, by and between John F. Jones and Amanda B. de Baker, the parties of the first part and the National Home For Disabled Volunteer Soldiers a corporation formed and now existing under the laws of the United States the parties of the second part:

Witnesseth, that whereas by an act of Congress approved March 2nd 1897, to provide for the location and selection of a branch home for disabled volunteer soldiers West of the Rocky Mountains, the Board of Managers of the National Home for Disabled Volunteer Soldiers, were authorized, empowered and directed to locate, establish, construct and permanently maintain a branch of said National Home for Disabled Volunteer Soldiers, to be by such Board, located at such place in the State West of the Rocky Mountains as to said Board should appear most desirable and advantageous.

And whereas, the parties hereto of the first part in consideration that the party hereto of the second part should locate, establish, construct and permanently maintain a branch of said National Home for Disabled Volunteer Soldiers on a site to be selected by its Board of Managers along the dividing line between the Rancho San Juan de Bonos Rios and San Vicente y Santa Monica offered to donate to the said party of the second part, three hundred acres of land, being a portion of said Rancho San Vicente y Santa Monica belonging to them the said parties of the first part, on which to locate, establish, construct and permanently maintain such branch of said National Home for Disabled Volunteer Soldiers.

And whereas, the Board of Managers of said National Home for Disabled Volunteer Soldiers, in consideration of said offer have selected the land and premises hereinafter described for the purpose aforesaid and have notified the parties of the first part of such selection.

Now Therefore, in consideration of the premises and of the location, establishment, construction and permanent maintenance of a branch of said National Home for Disabled Volunteer Soldiers on such tract of land so selected and of the benefits to accrue to the said parties of the first part, owners of the said Rancho San Vicente y Santa Monica by such location have given and granted and by these presents do give and grant unto said party of the second part all the following described land and premises, situate lying and being in the County of Los Angeles, State of California and particularly bounded and described as follows:

Original 1888 conveyance



OUR MISSION & VISION

"We are deeply committed to the successful transition of military Veterans and their families through the provision of service-enriched housing that promotes recovery, wellness, and a more hopeful future."

1

Fulfill the promise of 1888

The Veterans Collective looks forward to working closely with the VA to plan and develop a holistic community that serves our Veterans.

2

Deliver on our Mission

Build an integrated, holistic and vibrant community that delivers on our Mission

3

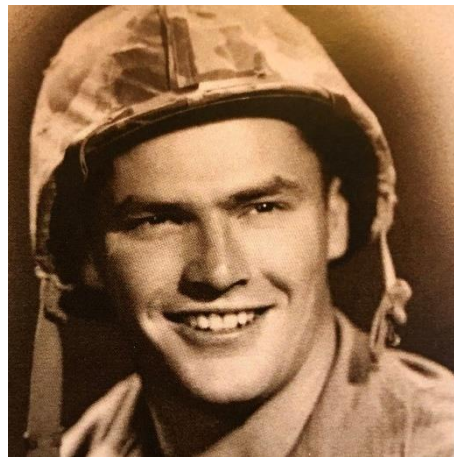
Directly Address the Need

Deliver a thoughtful well-executed community that will significantly reduce Veteran homelessness in Los Angeles County

4

Build more than just housing. Build community.

Create a thriving community with more than physical infrastructure. Provide deeply-informed architecture of social and community infrastructure.



ABOUT CENTURY

Headquartered in Los Angeles—a short drive from GLAHS—Century’s mission is to invest in homes and communities so that low-income individuals and families may have a dignified living environment, achieve economic independence, and enjoy beautiful and vital places to live and work.



Deep Experience

Founded in 1995, Century Housing is a local mission-driven 501(c)(3) nonprofit organization that finances and develops affordable housing.



Financial Strength

Century has invested >\$1.5 billion of capital that has resulted in the creation of more than 33,000 new affordable homes in California. Century is one of a handful of S&P rated Community Development Financial Institutions (CDFI) in the Nation.



Best in Class Operations

Our property management arm manages Villages at Cabrillo—home to more than 1,500 people on any given night, including more than 625 Veterans.

ABOUT



Headquartered in Los Angeles—a short drive from GLAHS—U.S.VETS mission is the successful transition of military Veterans and their families through the provision of housing, counseling, career development and comprehensive support.



Nation's largest Veteran-specific nonprofit housing and service provider

Over the course of its 25-years of service, U.S.VETS has engaged over 170,000 Veterans, helped more than 57,000 Veterans have a place to call home, and placed 14,000 Veterans into jobs.



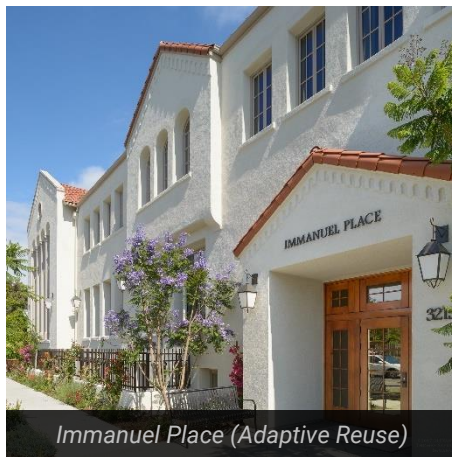
U.S.VETS will lead the design and implementation of social services

This scope will include the identification of key partners—particularly Service-Disabled Veteran-Owned Small Businesses & Veteran-Owned Small Businesses, and other service providers





Thomas Safran & Councilman Bonin



Immanuel Place (Adaptive Reuse)



Dunbar Village (Adaptive Reuse)



Veterans Village of Glendale

ABOUT



THOMAS SAFRAN & ASSOCIATES

TSA's mission is to enhance the world in which we live and to enrich the lives of those who reside in our buildings.



Headquartered in Brentwood

For over 30 years, Thomas Safran & Associates has been headquartered in Brentwood, a half-mile from the North Campus of the West LA VA—and is deeply involved in Brentwood civic life.



Proven History

Thomas Safran & Associates has over 45 years of experience as a premier developer of affordable housing in Los Angeles and Southern California, and owns and manages more than 5,000 units in 56 properties.



Public-Private Partnership Experts

Thomas Safran & Associates are experts at successful implementation of public-private partnerships to achieve community development and affordable housing goals.

ABOUT



E / FOR LOS ANGELES

Headquartered in Santa Monica, California—a short drive from the GLAHS—KFA’s mission is to reshape Los Angeles by designing great places where people flourish.



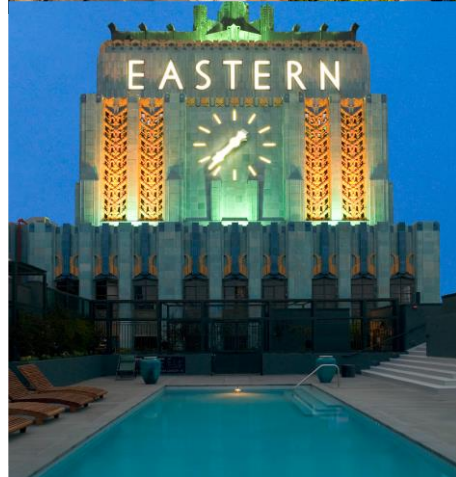
KFA has completed the most affordable housing projects of any architecture firm in Los Angeles

Since its founding, KFA has completed 16,205 units in 172 projects, over 4,000 units of which have been affordable housing.



Leaders in master planning and in the adaptive reuse of historical buildings in Los Angeles

KFA is master planning over 100 infill acres in Los Angeles, and has completed the most adaptive reuse projects (40) of any architecture firm in Los Angeles.



ABOUT



Based in Long Beach, City Fabrick engages with existing communities willing to explore change as ideal laboratories for creating innovative examples of how to repurpose, retrofit, and develop sustainable cities.



City Fabrick is an award winning urban design nonprofit design studio.

City Fabrick is engaged in a wide range of planning, including transportation, open space, and housing. Over the past two years, City Fabrick, its staff and work has been honored with over a dozen planning awards, all relevant to the comprehensive planning taking place within the WEST LA-VA.



City Fabrick engages communities in collaborative design and planning process.

City Fabrick's work is built upon inclusive community design and planning, utilizing a diverse array of engaging activities, demonstration projects and outreach strategies.



WEST LA VETERANS COLLECTIVE

At a glance

Highlights

Veteran Led.
Veteran Minded.
World Class.
Locally Rooted.
Mission Driven.
Results Oriented.



Robust Support

Letters of Support

FEDERAL GOVERNMENT

Long Beach VA | Congresswoman Brownley |
Congressmember Lownthal | Congressmember
Cook (Ret.)

STATE GOVERNMENT

Assemblymember Burke | California Department of
Housing & Community Development | California
Department of Veterans Affairs | UCLA Luskin
School of Public Affairs

CITY & OTHER MUNICIPAL GOVERNMENT

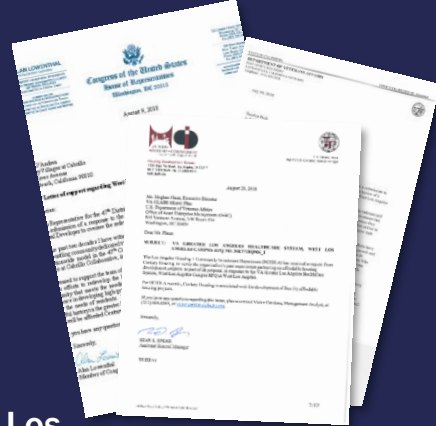
City of Los Angeles Community Development
Commission | City of Long Beach Development
Services | City of Glendale | City of Hawthorne
Veterans Affairs Commission

COUNTY & CITY GOVERNMENT

County of Los Angeles Community
Development Commission | City of Los
Angeles Housing + Community Investment
Department | County Supervisor Hahn |
County Supervisor Ridley Thomas

OTHER INTERESTED STAKEHOLDERS

National Coalition for Homeless Veterans |
Home Depot Foundation | American Goldstar
Manor | Goodwill Southern California |
National Equity Fund | Villages at Cabrillo
collaborative | USC Suzanne Dworak Peck
School of Social Work | Chair of West LA
Sawtelle Neighborhood Council.





Deputy Director of HUD, Pam Patenaude visits the Village at Cabrillo (June 2018)

EXPERIENCE WORKING WITH THE VA & ALL LEVELS OF GOVERNMENT

Our team has extensive experience working with the Veterans Administration, as well as career staff, elected officials at all levels of government—local, State, and Federal.

“[Century Villages is] the most comprehensive living environment that I’ve ever seen.”

**Secretary Patenaude
(Housing Finance Magazine June 26, 2018)**

25 years of experience U.S.VETS has with the VA through the GPD (more than 1,000 beds funded), SSVF and HUD grants, and working with 11 different VA Medical Centers across the country.

FINANCIAL WHEREWITHAL & EXPERIENCE SECURING FINANCING

West LA Veterans Collective

Three (3) firms that together form a highly-capitalized partnership with strong balance sheets and a high degree of liquidity. The team has developed more than \$1 billion of real estate in Southern California, and has the ability to take a long term investment view.



Century Housing enjoys an asset base of more than \$500 million, including over \$100 million of liquidity. It is one of only a handful of S&P-rated CDFIs



U.S.VETS is the Nation's largest Veteran-specific nonprofit housing and service provided, with over \$50 million in annual revenues



THOMAS SAFRAN
& ASSOCIATES

TSA has raised over \$800 million of capital and developed more than 5,000 units in 60 communities (of which 59 are still under management)



ACCOMPLISHED MASTER PLANNING EXPERIENCE

A collective of highly-qualified and accomplished firms



Infrastructure

Setting the table:
Transportation &
Mobility, Open Space
and Recreation,
Utilities



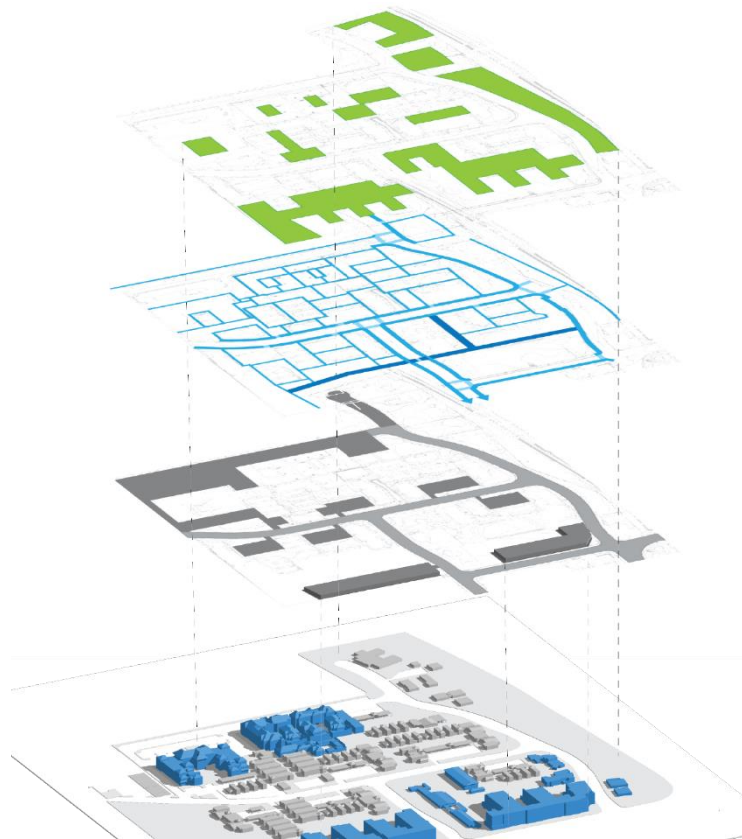
Housing

Safe and Quality
Shelter, and Services
that support the
whole person.



Human Experience

Deeply informed
architecture of social
and community
infrastructure.



EXAMPLE: CENTURY VILLAGES AT CABRILLO

Century Villages at Cabrillo—a model for the GLAHS

A local public-private partnership (former 27 acre U.S. Naval housing site) that has become a National model for the development and programing of a holistic community for combatting Veteran homelessness.



1995

**Long Beach Shipyards
and their adjunct
facilities such as
Savannah Housing
Complex (now the
Villages at Cabrillo) are
conveyed to the City of
Long Beach.**





1997

NEW COLLABORATORS



The Villages At Cabrillo

By Stephen Clark, MPA, President
Of Community Development for LA-VETS

The number of homeless people in the country is still on the rise and the problem will probably get worse before it gets better. New welfare laws will eliminate benefits for thousands of people in Southern California and by all accounts, many more people will end up on the streets. In the City of Long Beach there are more than 3,000 homeless people and many of these are families, predominantly single mothers with their children. About one-third of the homeless are veterans.

A problem of this size and complexity demands a large scale, comprehensive response that will effectively use the social services available in the city. In 1995 the City initiated a Consolidated Planning process and the result was a Continuum of Care delivery system that identified the gaps in services and worked toward meeting these needs. This involved the development of services ranging from emergency shelter to psychological services, drug and alcohol rehabilitation, services for the disabled, and transitional housing.

One event that has heavily impacted the City over the last few years has been the



closing of the Long Beach Naval Station. Surprisingly, this has also created an opportunity. Through the Naval Reserve process, discontinued Naval property was made available and program addressing the homeless population were given high priority for use of this property. This resulted in the development of the Villages at Cabrillo, a 20-acre site in the former Cabrillo Savannah Naval Housing Facility. After a public hearing process, the site was awarded to LA-VETS to joint venture between non-profit and for-profit entities to develop a residential, planned community that will include a comprehensive array of services for homeless veterans and other homeless people. LA-VETS will work with the Long Beach VA Medical Center and other local agencies to provide clinical services and job development that will assist the residents to successfully reintegrate into society. The Salvation Army, Catholic Charities, WomenShelter, and 1736 Family

Business Journal
June 3-6 97

1998

COMING TOGETHER



1999-2000

THE VILLAGES OPENS





2004

**CASA DE
CABRILLO
OPENS**



2006

**BETHUNE
CENTER
OPENS**



2007

**OASIS
COMMUNITY
CENTER
OPENS**



2008

**FAMILY
COMMONS
OPENS**



2009

**KNABE
EXCHANGE
OPENS**



2012

**ELIZABETH
ANN SETON
RESIDENCE
EXPANDS**





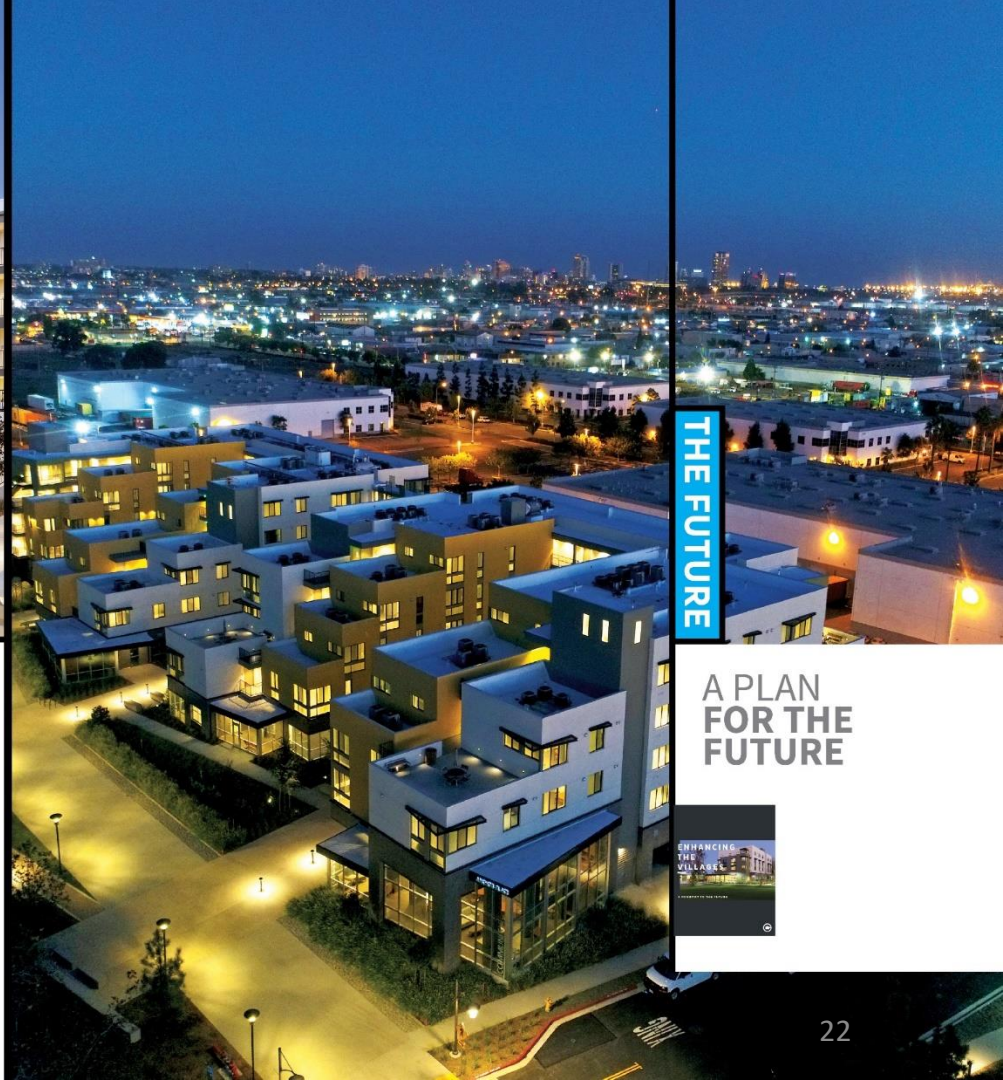
2015

**CABRILLO
GATEWAY
OPENS**



2017

**ANCHOR
PLACE OPENS**



THE FUTURE

**A PLAN
FOR THE
FUTURE**



The 4 Cs Of Success



Lessons Learned

- 1| It takes a Village
- 2| Complement don't duplicate
- 3| Public sector integration
- 4| Importance of the backbone
- 5| Importance of story
- 6| Focus on residents
- 7| Urgency and patience

The Villages and Long Beach

Social Impact

- **7.6 percent increase in average permanent resident incomes, more than double the rates for L.A. County and the nation.**
- **For the third consecutive year, 99 percent of residents remained in permanent housing six months after moving in, exceeding an industry standard of 90 percent, while 97 percent remained in permanent housing one year after moving in, up 6 percentage points from 2016, and far exceeding the industry benchmark of 85 percent.**
- **Over the past 4 years, the incidence of veteran homelessness has decreased by more than 32% and has earned White House Recognition**



KEY FACTS & FIGURES

Unsheltered Veteran Homelessness

Between 2013-2017, unsheltered Veteran Homelessness declined in the City of Long Beach by over **thirty three percent (33%)**. For its efforts the White House honored its efforts.

Housing Stability (1 year)

Housing stability as estimated by examining the percent of permanent housing residents who remain in their unit or exit to other permanent housing one year after moving in.

EXAMPLE: U.S.VETS INGLEWOOD



U.S.VETS Inglewood

Crisis, bridge, transitional, and permanent-supportive housing. Supportive Services provided by U.S.VETS for over 25 years.

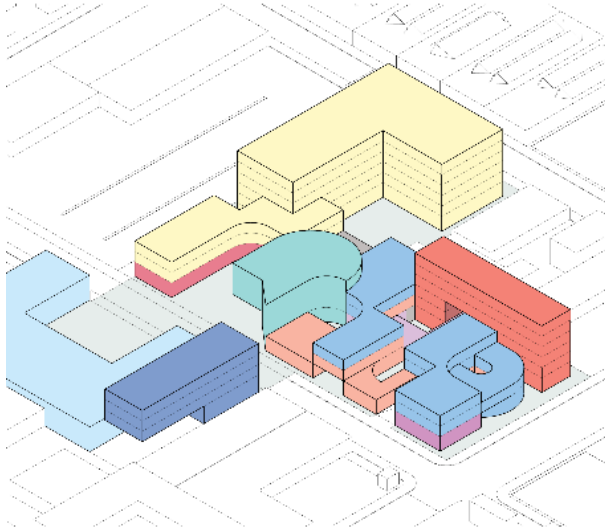


PROJECT DESCRIPTION

- Largest Veteran-exclusive housing facility in Los Angeles County (Houses 621 Veterans).
- Co-located supportive services & facilities including:
 - ✓ Career Center
 - ✓ VA Health Center
 - ✓ Rehabilitation facilities
 - ✓ 24-hour Case Management
 - ✓ Benefits Assistance
 - ✓ Dining Hall & Fitness Center
 - ✓ Clothing and Furniture Warehouse

EXAMPLE: MCCADDEN CAMPUS

City of Los Angeles, California



Project Summary

New construction, permanent supportive housing, transitional living facility, and emergency overnight shelter. Integral Campus that provides an array of wraparound health and wellness services. EIR and General Plan Amendment Required.

EXAMPLE: VETERANS VILLAGE OF GLENDALE

PROJECT DESCRIPTION

- Affordability restrictions are between 30% and 60% of Area Median Income.
- The Veterans Affairs Supportive Housing (VASH) voucher provides rental assistance and clinical services for Veterans.
- The Los Angeles County Coordinated Entry System is used for tenant selection and referrals in collaboration with New Directions for Veterans, the non-profit partner and service provider.



Veterans Village of Glendale

A new construction affordable community for Veterans and their families, located in the Glendale, California.

A vision for the West LA VA

*a **holistic, enriching, and supportive** community that is focused on the needs of our veterans.*

*We see a community that serves a **spectrum of needs**, with a priority to advance the health and well-being of our most vulnerable veterans.*

*We see a community that provides high quality homes with the necessary amenities and services assembled holistically for our veterans' **health and growth**.*

*We see a community that **honors the legacy** of the original land grant and America's collective support of our military veterans.*





Guiding Principles:

H.O.N.O.R.S.



HOME

Holistically assemble services, amenities and housing that anchor our residents in home within this community.



OUTSTANDING

Build monumentally modest neighborhoods for veterans, showing our respect to their commitment to our nation.



NURTURE

Support residents' mental, physical and emotional health by enhancing the safety, livability and connectivity within and beyond this community.



OPPORTUNITY

Embrace veterans, stakeholders, and partners with shared values, insight, and respect to collaboratively serve the interests and needs of our diverse community.



RESTORE

Serve as a responsible steward for the historic built and natural environments of the community, molding them into an environmentally and culturally productive system.



SUSTAIN

Ensure the long term fiscal health, viability and success of the community through new collaborations and leveraging of existing services and programs.

Urban Design Strategies

Establish Order

Create sense of hierarchy, orientation, and monumentality across the community by strengthening the historic organizational structures through building, landscape, and environmental graphic design.

Build Critical Mass

Cluster development, uses, and infrastructure improvements to build critical mass of activity, services, and amenities within the community. Be thoughtful on phasing, focusing development on areas that can be fully claimed, built out and utilized.

Assemble Harmony

Restore the architectural heritage of the community while continuing to build textural synergy among the growing collection of high quality, diverse design styles and typology.

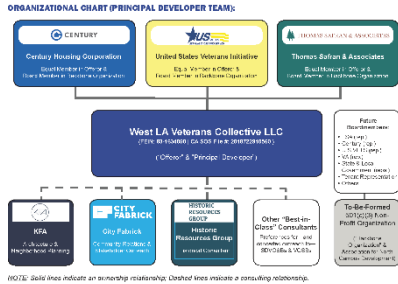
Connect Within and Beyond

Foster physical connections both within the VA community and beyond into the surrounding community where appropriate. Create meaningful gathering places where community can be brought together.

Create Monumentally Modest Neighborhoods

Enhance the civic design and architecture of the West LA VA community through historic preservation, new construction, monuments, public art, and landscape design.





MANAGEMENT PLAN: WE'VE HIT THE GROUND RUNNING!

Understanding the urgency of the tasks at hand, we have already:

- Formed and registered an entity with the State and Federal government;
- Negotiated and executed an Operating Agreement;
- Negotiated and executed a Memorandum of Understanding that outlines each of our Team Member's roles & responsibilities;
- Begun working with VA staff.

State of California Secretary of State Certificate of Status

ENTITY NAME: WEST LA VETERANS COLLECTIVE, LLC

FILED: 2018/04/05/05
FORMATION DATE: 03/27/2018
REGISTRATION: 2018/04/05/05
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



BY: ALEX PADILLA, Secretary of State
and after the Great Seal
of the State of California this day of
August 21, 2018.

Alex Padilla

ALEX PADILLA
Secretary of State

025

OUTREACH & ENGAGEMENT

A Two-Pronged Approach to Deliver Maximum Support & Results

01



“Grass Roots”

Our “grass roots” approach will focus on community outreach and coalition building. City Fabrick will help us facilitate stimulating, meaningful, and thought-provoking discussions.

02



“Grass Tops”

Our “grass tops” approach will leverage our team’s relationships with key staff and elected officials at all levels of government (and other influential stakeholders).



SMALL BUSINESS PARTICIPATION AND HIRING



History of Exceeding targets

Our team regularly incorporates and exceeds local participation and diversity targets.



Veteran-Focused Hiring Goals

Our team has specific Veteran-focused hiring and contracting goals. We will create pre-apprenticeship training scholarships and other transitional job opportunities for Veteran residents.



Third Party Accountability

A 3rd party compliance firm monitors and reports on our compliance / metrics.



The Veteran Population

Key Characteristics

- **Aging Population**
 - More than 75% are over the age of 41, more than 50% are over the age of 55
- **Chronic Homelessness**
 - 45% are chronically homeless
- **Household Composition**
 - 94% Individuals



Approach to Coordinating & Delivering Services

DESIGN A MENU OF COMPREHENSIVE SERVICES

Case management | Employment Assistance
Psychological Counseling | Peers | Volunteers | Interns

CREATE A THERAPEUTIC COMMUNITY

Veteran Council | Town Halls

COMMUNITY COLLABORATION TO EXPAND SERVICES

VA Medical Center | Existing service partners at WLA VA |
Local CoC | Other non profit veterans service providers |
County, City, State, Federal resources

BACKBONE ORGANIZATION TO HELP COORDINATE THE EFFORT.



THE BACKBONE ORGANIZATION

Based on an established and successful model at the Villages at Cabrillo, the “Backbone” will be a 501(c)3 nonprofit that ensures development of a cohesive and vibrant community.



Convene Stakeholders

Facilitate discussions about policy and development activities, property management, and supportive services, and coordinated services among providers



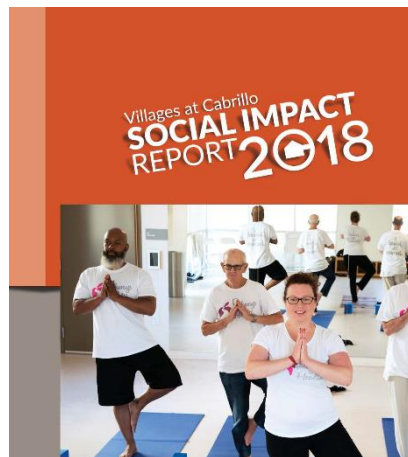
Identify & Coordinate Needs

Utilize periodic surveys and outreach to assess needs, and mobilize resources to address them



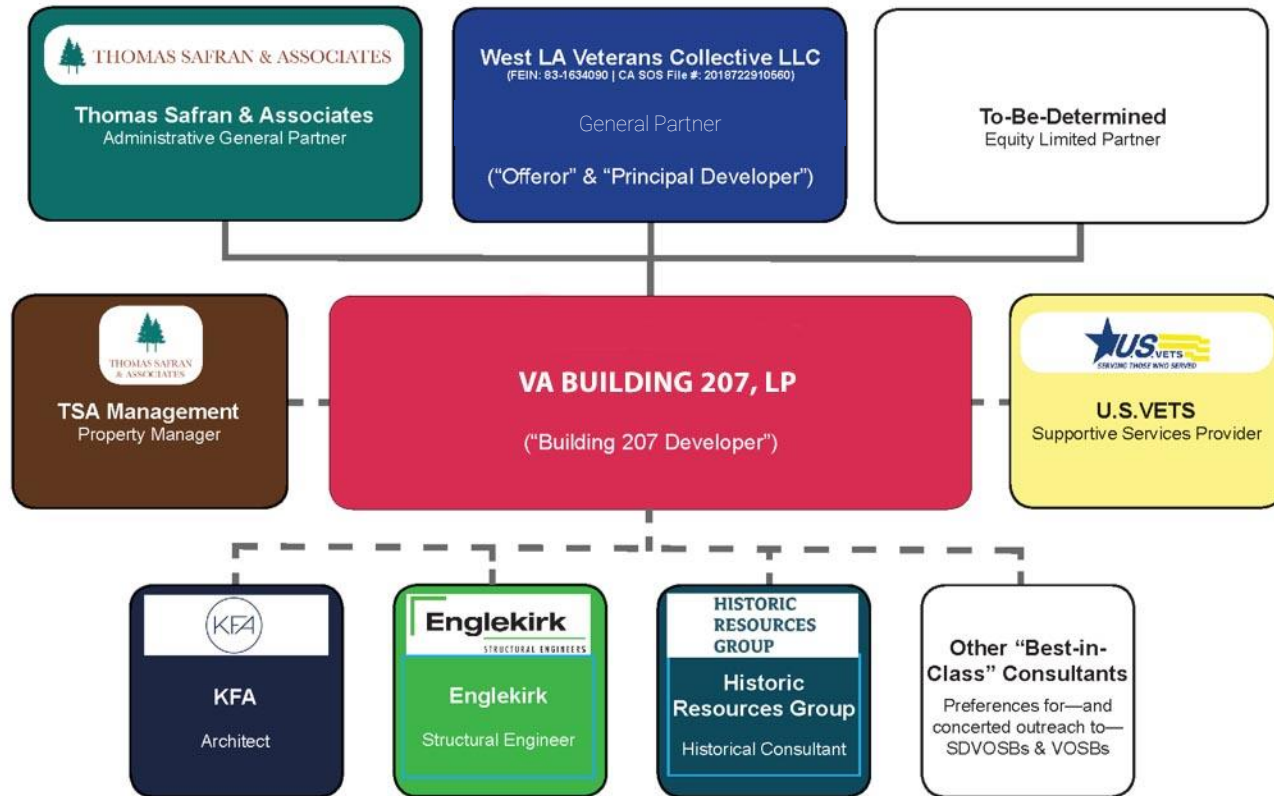
Promote Community Cohesion

Publish newsletters, organize activities, and cultivate community engagements amongst residents and stakeholders





BUILDING 207: TEAM OVERVIEW



NOTE: Solid lines indicate an ownership relationship; Dashed lines indicate a consulting relationship.

BUILDING 207: POPULATION



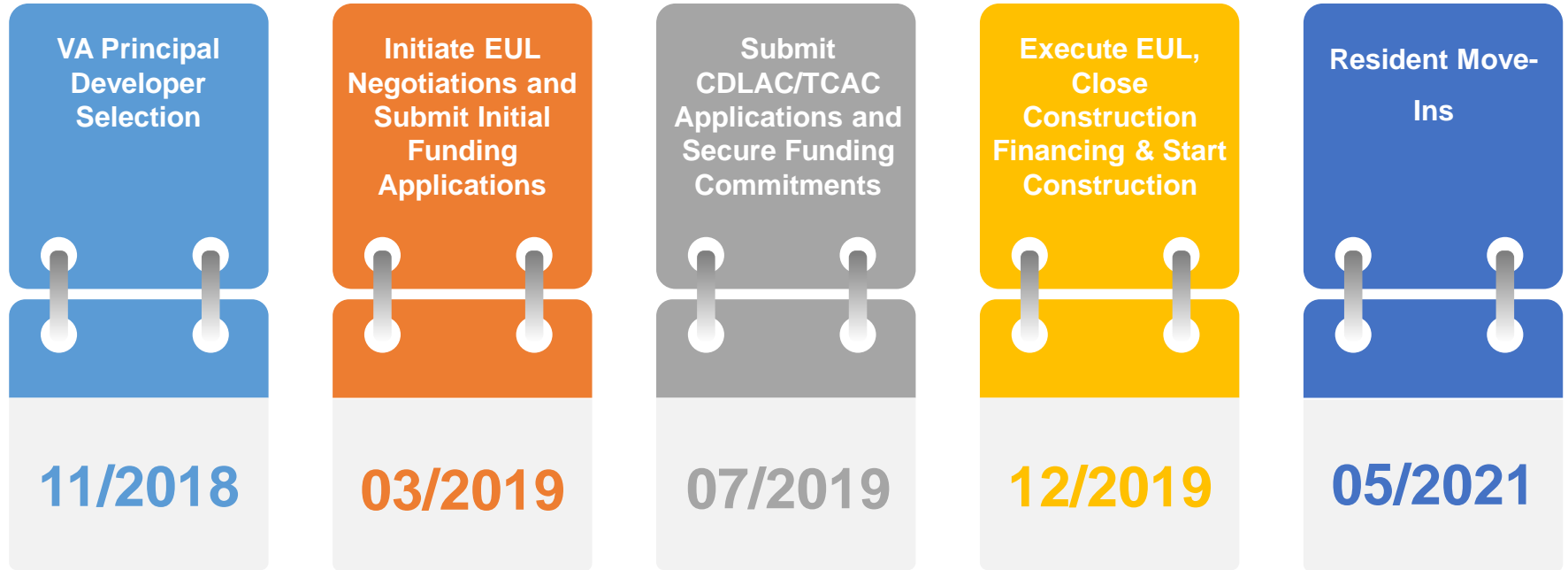
TARGET POPULATION

The most significant demographic change in homelessness between 2017 and 2018 was a 22% increase in the number of homeless Veterans 62 and older.”

Los Angeles Homeless Services Authority

- At least 50 units of permanent supportive housing for homeless and chronically homeless senior Veterans

BUILDING 207: PROJECT MILESTONES



BUILDING 207: PROPERTY MANAGEMENT



Best-In-Class

Thomas Safran & Associates has successfully managed its portfolio of 59 properties and 5,200 units since 1984.



Hands-On Day-to-Day Management

Thomas Safran & Associates will oversee leasing, resident selection, house rules, emergency services, and other day-to-day management activities.



On-Site Staff

Thomas Safran & Associates is headquartered ½ mile from the property. Thomas Safran & Associates will provide onsite staff including a full-time property manager, maintenance technician, part-time assistant, regional supervisor and social service provider (through U.S.VETS).



Case Management

Supportive Services provided by U.S.VETS via the PB VASH program plus an additional \$75,000 per year will be set aside for additional Case Management and Services.

BUILDING 207: SUPPORTIVE SERVICES

U.S.VETS

A recognized leader in
the provision of
supportive services for
Veterans



SUMMARY

**Veteran Led.
Veteran Minded.
World Class.
Locally Rooted.
Mission Driven.
Results Oriented.**

But that is not all...



This is about much more than just real estate.

Our mission is deeply personal.





| CONTACT US

WEST LA VETERANS COLLECTIVE



Century Housing

1000 Corporate Pointe
Culver City, CA 90230
(310) 642-2059
<http://centuryhousing.org>
<http://centuryvillages.org>

U.S. Veterans Initiative

800 W 6th Street, Suite 1505
Los Angeles, CA 90017
(213) 542-2600
<http://www.usvetsinc.org>

Thomas Safran & Associates

11812 San Vicente Boulevard
Los Angeles, CA 90049
(310) 820-4888
<http://www.tsahousing.com>



CENTURY



THOMAS SAFRAN & ASSOCIATES

<http://www.WestLAVeteransCollective.org>



Communities Helping Invest Through Property and Improvements Needed For Veterans Act of 2016 (CHIP-IN)

Department of Veterans Affairs
1/10/2019

Road Map

- Background
 - VA's Donation Authorities
 - Need For CHIP IN Act
- Legislation-The CHIP IN Act
- Project Process

VA's Donation Authorities

- VA has authority generally to accept donations that would enhance VA's ability to provide services and benefits under 38 U.S.C. § 8301
- Donations of real property for medical facilities are provided for in 38 U.S.C. § 8103 and 38 U.S.C. § 8104
- 38 U.S.C. § 2406 allows VA to accept donations of real property for national cemeteries
- CHIP IN Act supported Omaha's initiative, allowing appropriated funds to be combined with private funds

Legislation (CHIP IN Act)

- The Act is a facility or land (or both) donation authority. It is not a public private partnership authority under which VA may solicit and receive funds.
 - Donation to include real property, improvements, goods or services in a manner sufficient to complete the construction of the facility at no additional cost to the federal government.
 - Design and construction per VA's design standards.
- The Act authorizes two (2) donation types:
 - (1) **With VA Money**
 - Donor group (and developer) delivers a facility or land (or both) for which--
 - Appropriators have appropriated funds. Section 2(b)(1)(A) of the CHIP-IN Act: "...only if property is a property with respect to which funds have been appropriated for a department facility project.";
 - Authorizers have not approved; and
 - Consistent with project scope.
 - (2) **Without VA Money**
 - The donor group (and developer) delivers a facility or land (or both) that--
 - Meets a bona fide need--part of the long-range capital planning process; and
 - Project location in budget submission and on the Strategic Capital Investment Planning (SCIP) process priority list.

Project Process



OFFICE OF BUDGET

Budgeting 101

VA



U.S. Department
of Veterans Affairs

Overview

- **Planning, Programming, and Budgeting Execution (PPBE)**
- **Budget Formulation**
- **Federal Budget Overview**
- **VA's FY 2019 Budget Request**
- **Formulation Cycle**
- **Budget Process Diagram**
- **Congressional Justification**
- **Budget Terms and Definitions**
- **Anti-Deficiency Act**

PPBE Phases

- **Planning**
 - Assess capabilities (Review laws, policy, vision, mission, goals and directives)
 - Develop strategy and guidance
- **Programming**
 - Turn strategy and guidance into achievable, performance-based five-Year plan
 - Identify resource requirements to mitigate capability gaps
 - Identify trade-offs and efficiencies within base budget
- **Budgeting**
 - Test for efficient funds execution
 - Scrub budget years
 - Prepare defensible budget
- **Execution Review (concurrent with program/budget review)**
 - Develop performance metrics
 - Assess actual output against planned performance

Federal Budget Overview

- **Objectives of the Budget Formulation**

- President's plan for spending authority
- Sets forth nation's economic policies

Internal Budget

- Departmental guidance
- Current Services (core operations) and reimbursements
- Initiative & training requirements development
- Briefings to VA Leadership
- Decision from Department – July/August

Office of Management & Budget (OMB) Budget

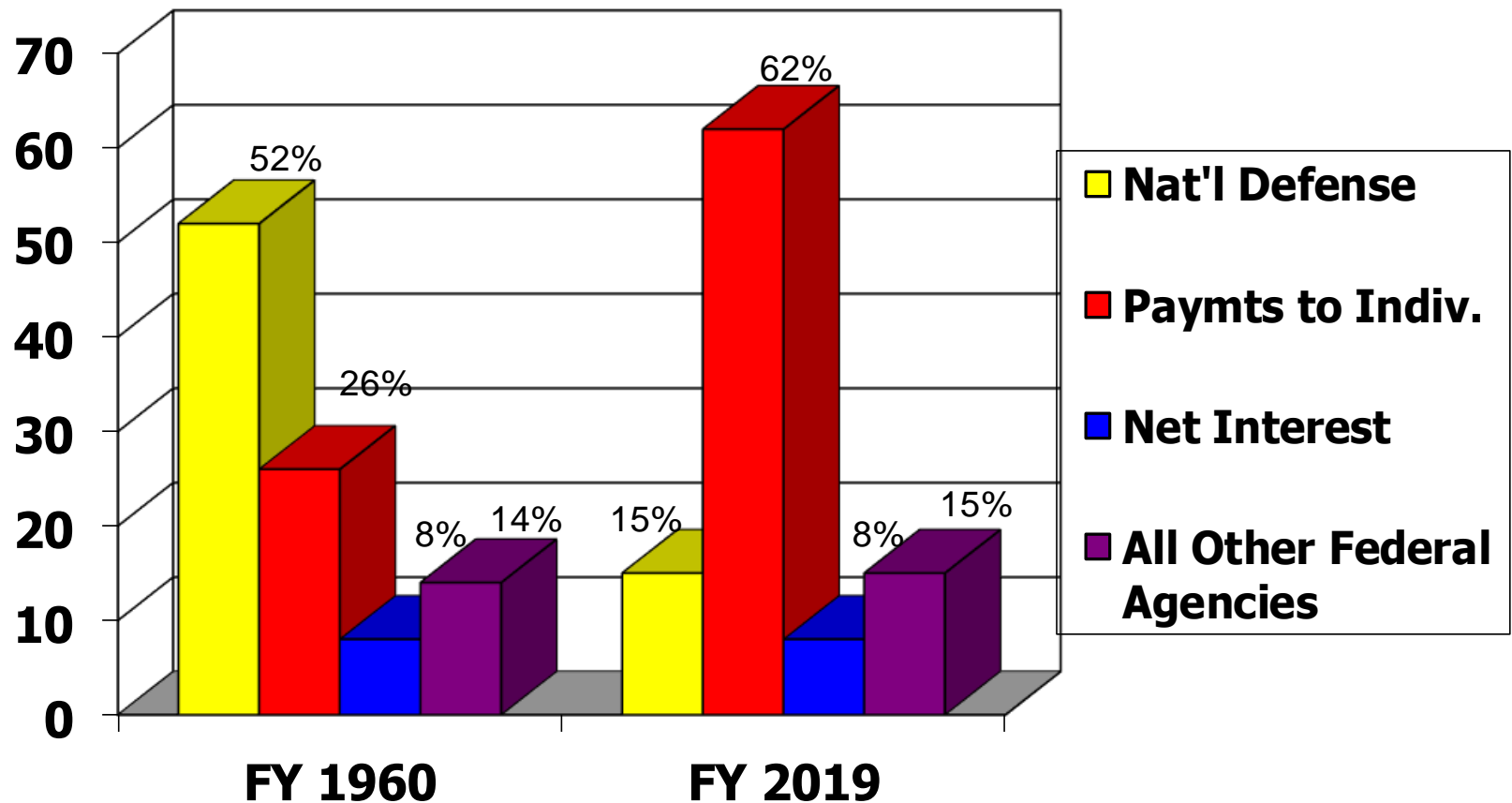
- Updated based on decisions from Department
- OMB Guidance, Circular A-11 distributed – July
- Budget submitted to OMB – early September
- FY actual expenditures are reported
- OMB Passback – late November
- Briefings
- Agency appeal and settlement – early December

President's Budget

- Updated economic assumptions provided – December
- Budget updated based on settlement
- President's Budget submitted to Congress – February
- Briefings, hearings, QFRs

Federal Budget Shares (1960 - 2019)

(% of Total Government Spending)

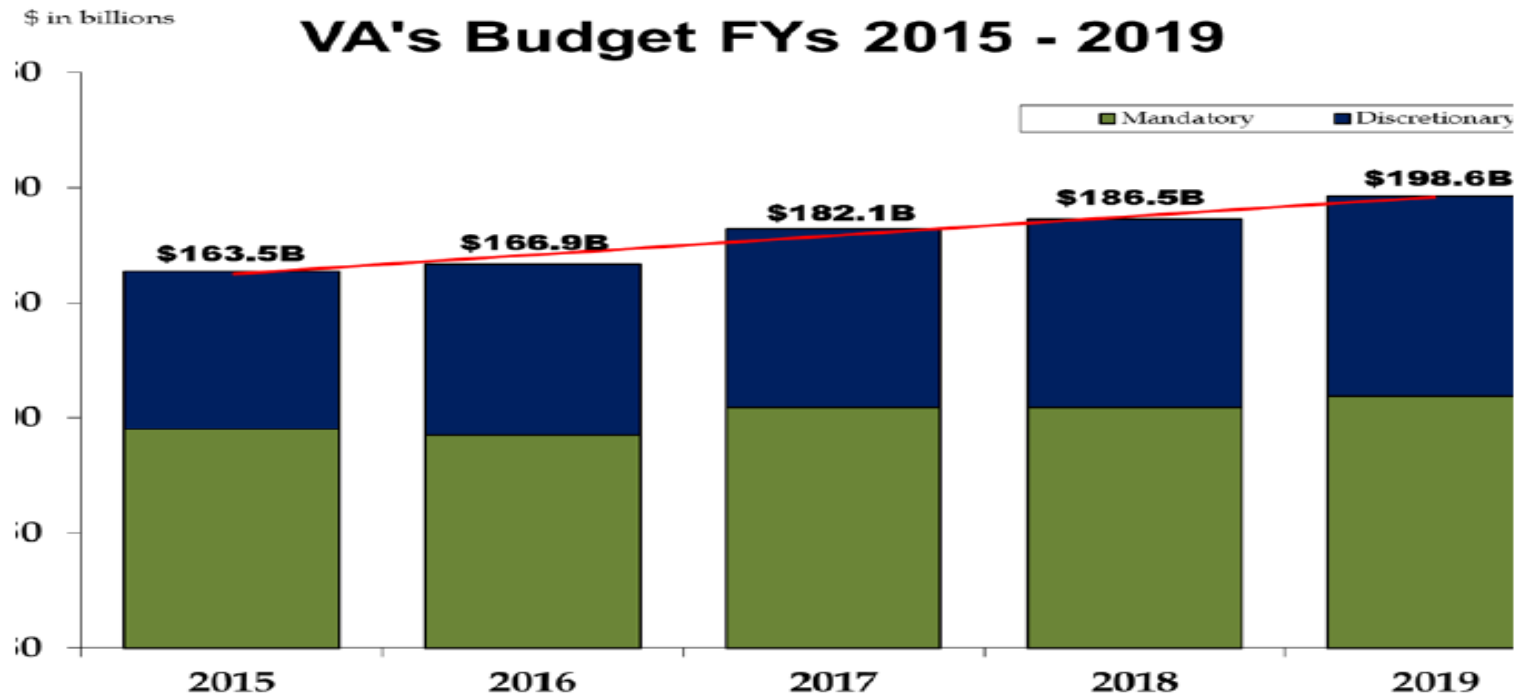


Source: FY 2018 & 2019 Budgets, OMB Historical Tables

FYI: 2018 Budget (\$4.170 Trillion)

FYI: 2019 Budget (\$4.388 Trillion)

VA's Historical Perspective

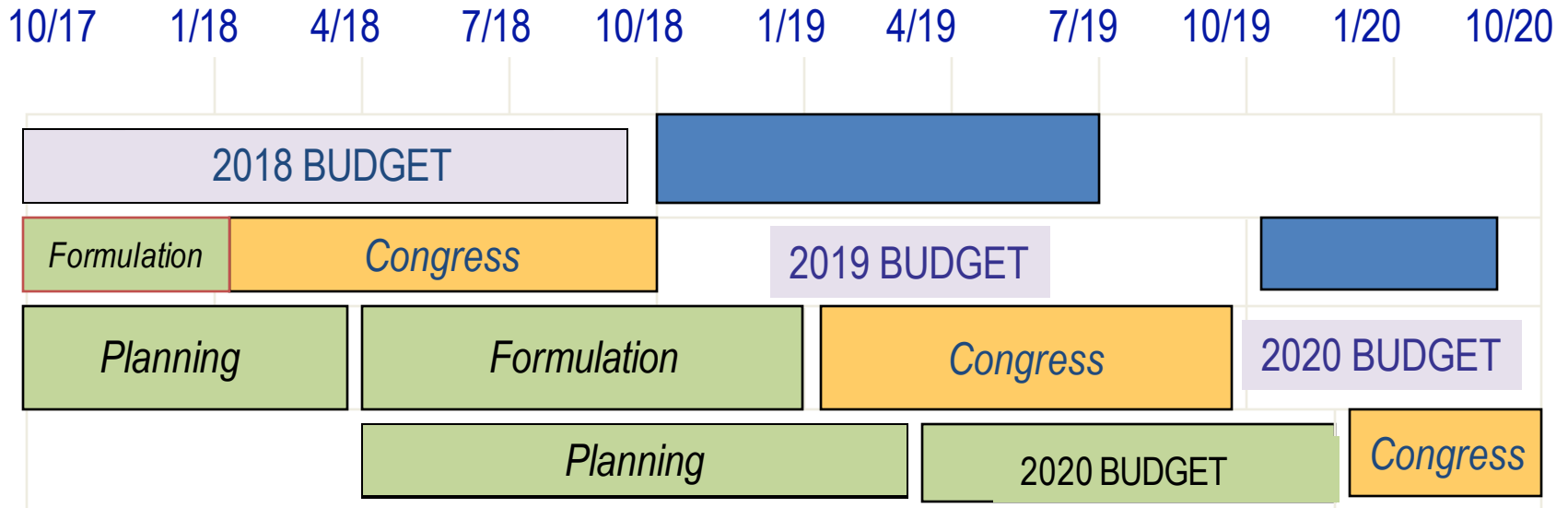


	Actual									Budget	
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Mandatory ^{1/}	47.09	71.3	66.4	65.5	74.8	102.4	95.1	92.5	104.3	104.3	109.7
Discretionary	47.83	53.1	56.3	58.5	61.4	63.4	65.1	70.9	74.3	78.8	85.5
MCCF	2.8	2.8	2.8	2.8	2.9	3.1	3.2	3.5	3.5	3.3	3.4
Total VA ^{2/}	97.7	127.2	125.5	126.8	139.1	168.9	163.5	166.9	182.1	186.5	198.6

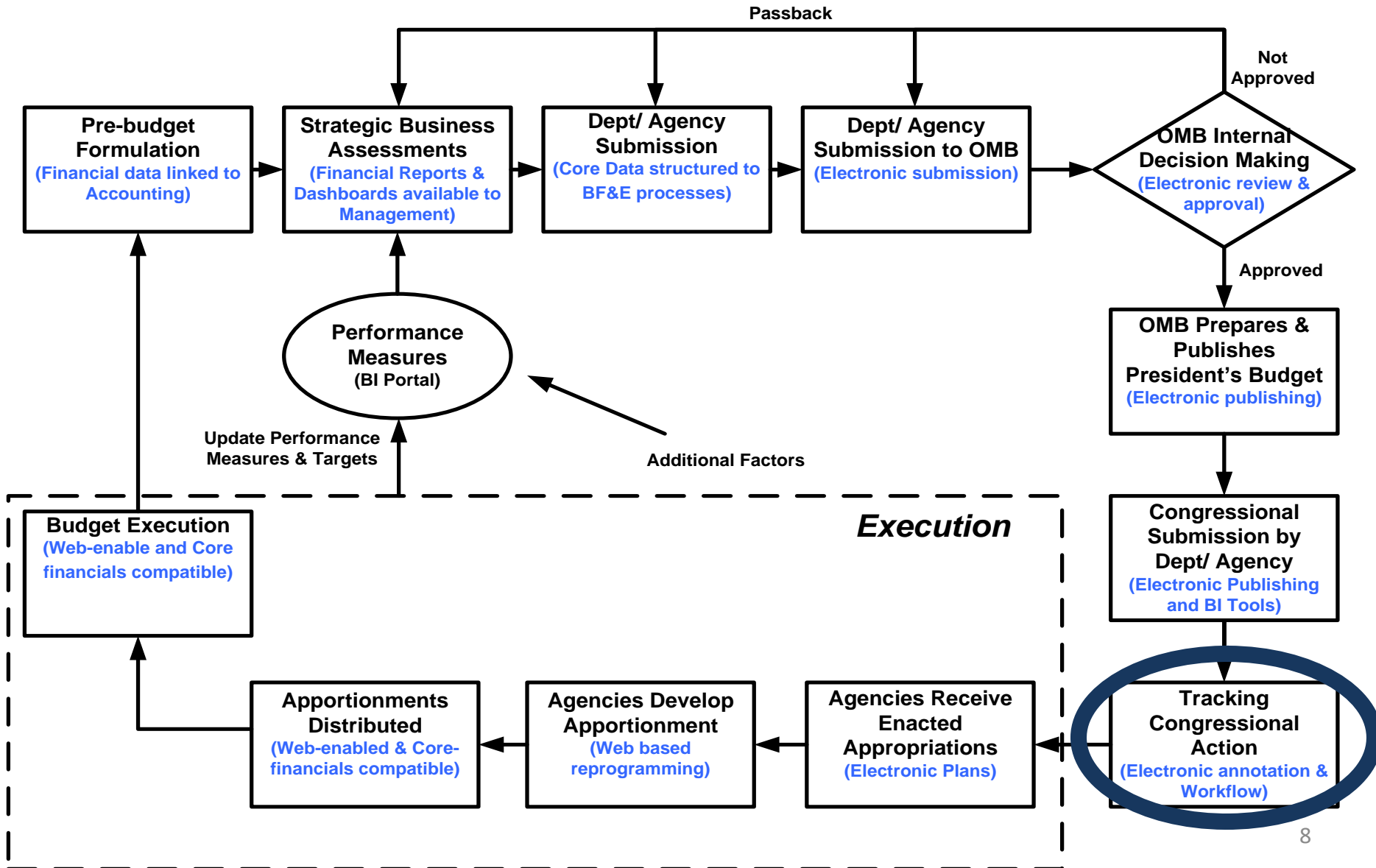
^{1/} 2014 Mandatory includes \$15 billion provided by the Veterans Choice Act, and an additional \$2.1 billion in 2017 & 2018

^{2/} Totals may not add due to rounding

Budget Formulation Cycle



Developing & Managing the Budget



Congressional Justification Materials

The President's Budget

- Detailed backup of the President's estimates
- Prepared by departments and their bureaus
- Reviewed and approved by OMB
- Transmitted to the congressional appropriations subcommittees by departments
- Departments prepare “budget in brief” and briefing materials
- Department and their bureaus also brief subcommittee staff

Congressional Justification Materials (Continuation)

Justification Products

- Summary statement around Agency programs, and usually include areas, such as:
- Broad policies and strategies proposed and amounts of discretionary and mandatory budgetary resources requested;
- Relationship of policies, strategies, and performance for resources requested, and to overall objectives of the Agency and Administration;
- Any significant proposals and changes in current year budget and relationship of such changes to budget year

Congressional Justification Materials (Continuation)

Justification Products

Also, Justifications usually contain other core data and details on programs in the budget proposals, such as:

- Significant changes in FTE employment, as well as, support for changes in relationship to workload, strategic planning initiatives, and performance results
- Financial and tabular information setting out program and budget detail across the past year, current year, and budget year, along with detail explanation of changes proposed for budget year & language proposal changes
- In more recent years program performance indicators and performance goals, including those that indicate positive and negative results that are basis for budget proposals.

Essential Definitions

- **Appropriation** – A provision of law authorizing the expenditure of a certain amount of funds for a given purpose over a certain time
- **Budget Authority** – The authority provided by law to incur financial obligations that will result in outlays
- **Obligation** – a binding agreement that will result in outlays, immediately or in the future
- **Expenditure/outlay** – Payment to liquidate an obligation
- **Authorization** – A provision in law permitting the creation and operation of a Federal program. An authorization may place limits on the funding Congress can appropriate for a program

Essential Definitions (Continuation)

- **Appropriation Language**

- Overall objectives:

- Specifies **purpose** for which Federal funds can be used;
- Specifies **time** during which Federal funds can be used;
- Provides **amount** available for expenditure;
- Also, selectively **limits** managerial decisions concerning the use of funds

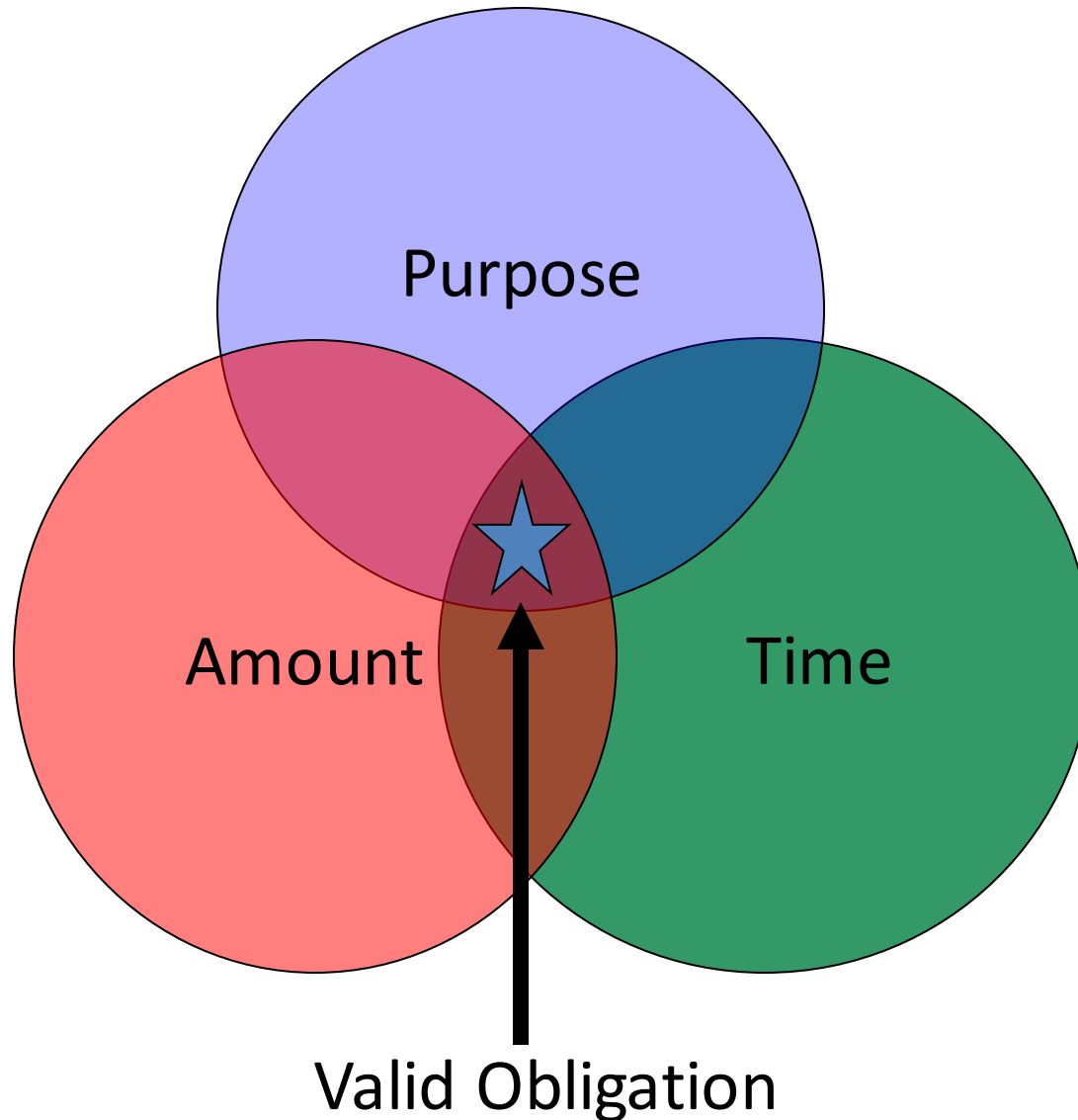
- Other Specs:

- Provides budget authority (BA) – Leads to Outlays
- Must be obligated during same fiscal year (“one year”) or multiple (“two year”, etc.) or indefinitely (“no year”)
- Many times Congress appropriations are guided by Outlay controls

Essential Definitions (Continuation)

- **Appropriation Language**
- Types of Appropriations:
 - Regular
 - Supplemental
 - Continuing
 - Permanent

Essential Definitions (Continuation)



Essential Definitions (Continuation)

- **Anti-Deficient Act (Title 31, U.S. Code sec 1341 & 1517)**
 - Prohibits making or authorizing an obligation in excess of the amount available
 - Forbids obligation to pay money from the US Treasury in advance of an appropriation
 - Requires agency to fix responsibility for violations of the Act



Purple Line Extension

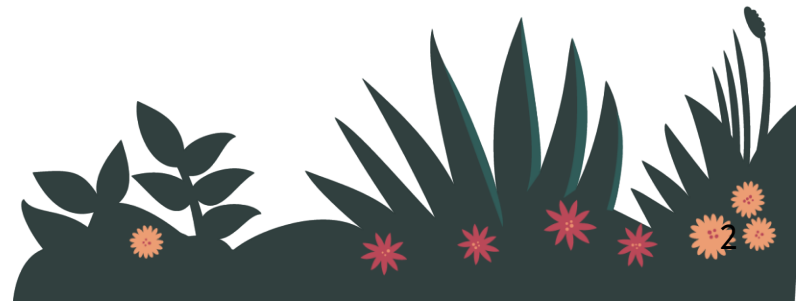
Veterans Community Oversight and Engagement Board

January 10, 2019



Agenda

- Project Overview and Schedule
- Advance Utility Relocation
- Westwood/VA Hospital Station
- Q&A



Purple Line Extension

Project Alignment



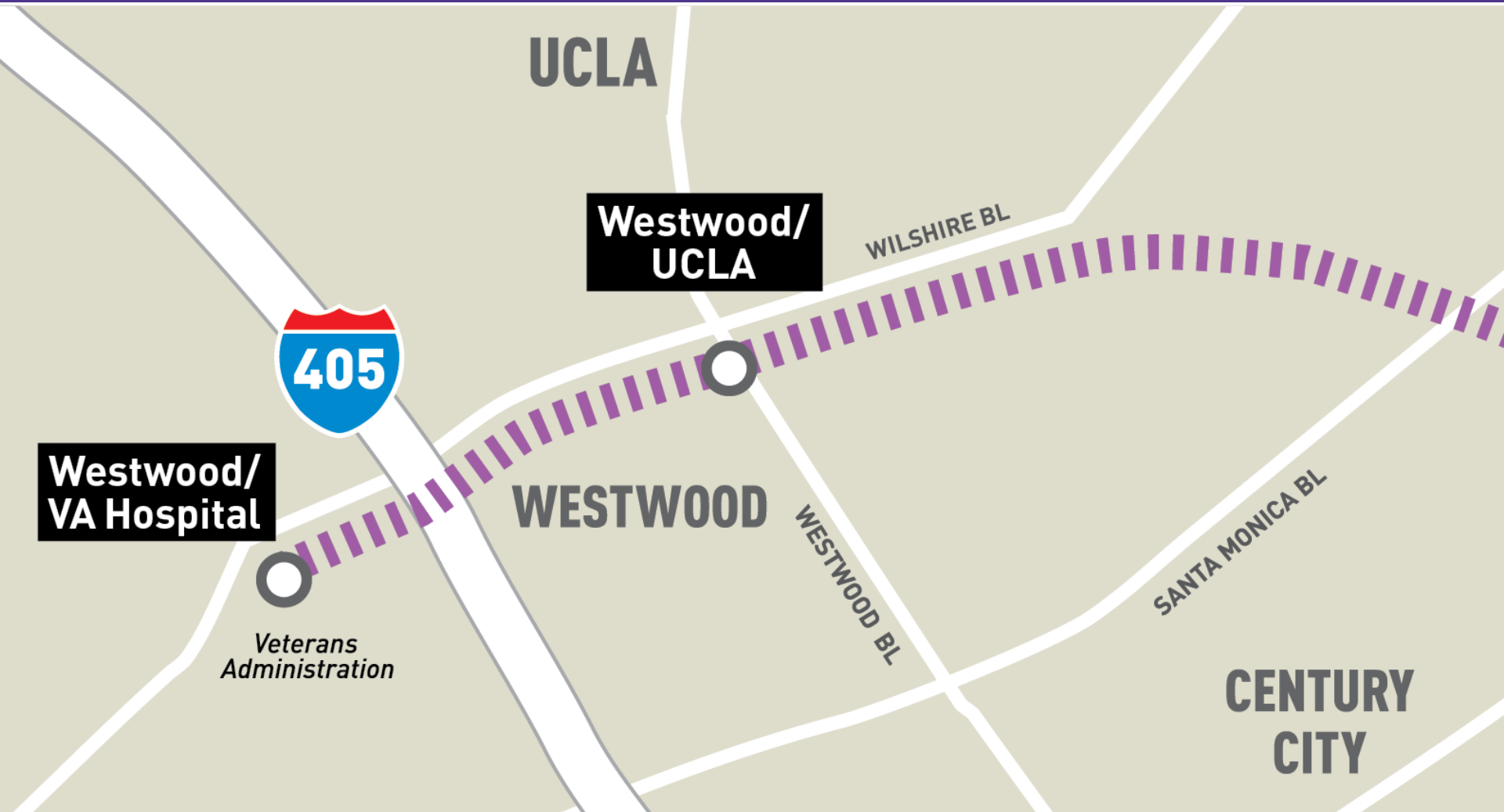
Sections 1, 2 & 3 Status

**Subject to change. The PLE project team is working to deliver the project consistent with Measure M*

Section	Forecasted Schedule		
	Section 1	Section 2	Section 3
Length	3.92 Miles	2.59 Miles	2.56 Miles
New Stations	Wilshire/La Brea Wilshire/Fairfax Wilshire/La Cienega	Wilshire/Rodeo Century City/ Constellation	Westwood/UCLA Westwood/VA Hospital
Pre-Construction Activities	2014 – 2015	2016 – 2018	2018 – 2020
Construction	2015 – 2023	2018 – 2025	2019 – 2026
Operations	2023	2025	2026

Purple Line Extension

Section 3 Alignment



Section 3 Tentative Schedule

**Dates are preliminary and subject to change*

Summary Activity	Construction Year								2026
	2019	2020	2021	2022	2023	2024	2025		
TBM Launch Box Piling / Excavation at Western VA Staging Area									
Tunneling									
Cross Passages									
Station Construction									
Systems Installation and Facilities									
Backfill and Street Restoration									
System Integration & Testing									

Station/TBM Power Connection

Upcoming SCE Underground Electrical Work

Anticipated start: March 2019

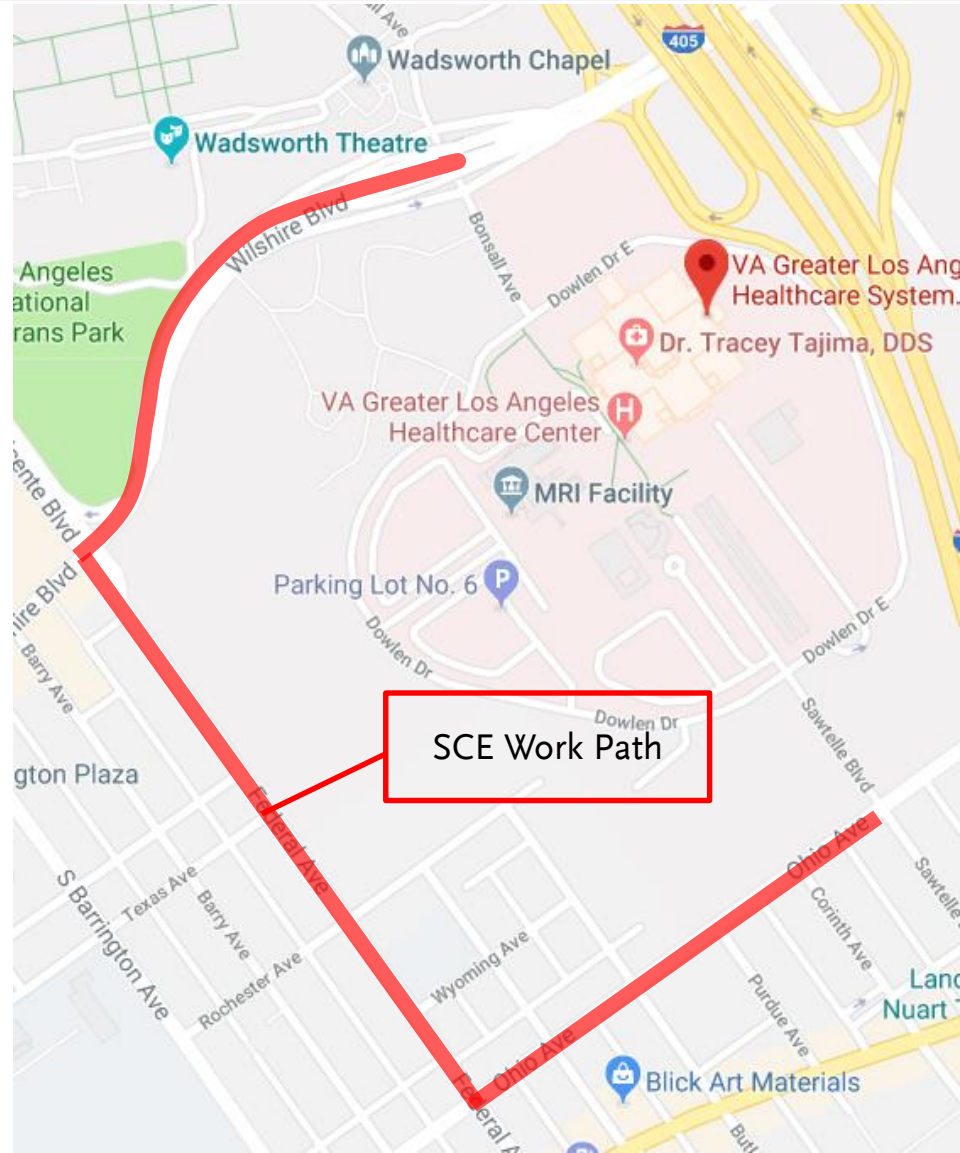
Expected duration: One year

Weekdays

- Ohio/Federal: 6:00am – 4:00pm
- Wilshire Blvd: 9:00pm – 6:00am

Weekends

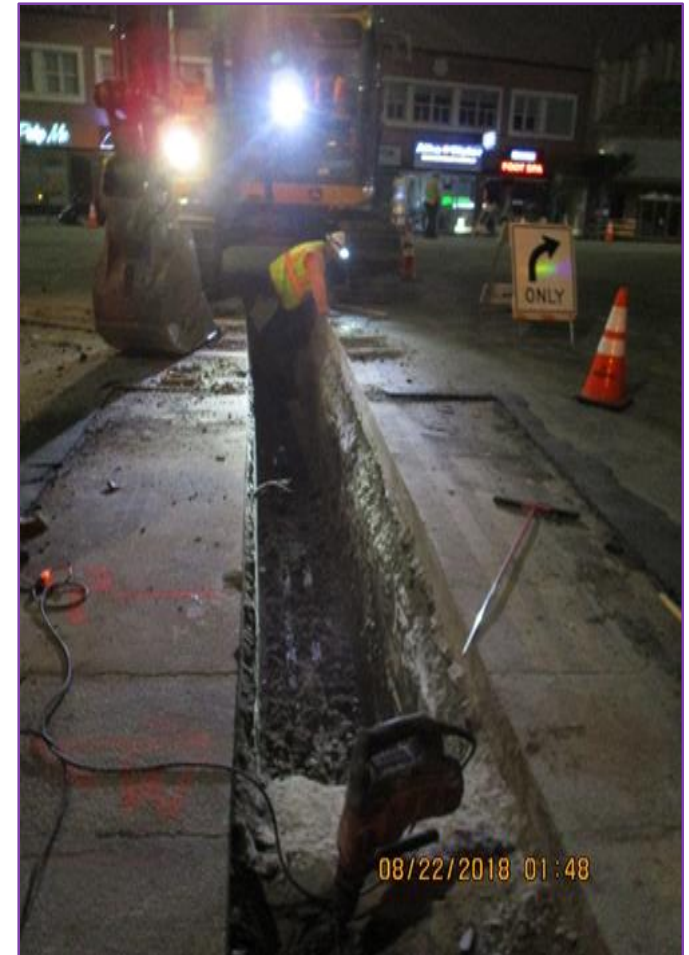
- Ohio/Federal: 8:00am – 9:00pm
- Wilshire Blvd: 9:00pm – 6:00am
- Traffic maintained one lane in each direction
- Temporary parking restrictions and possible detours



Advance Utility Relocation

Wilshire Bl

- Advance Utility Relocation ongoing through May 2020
- Work at night and on weekends



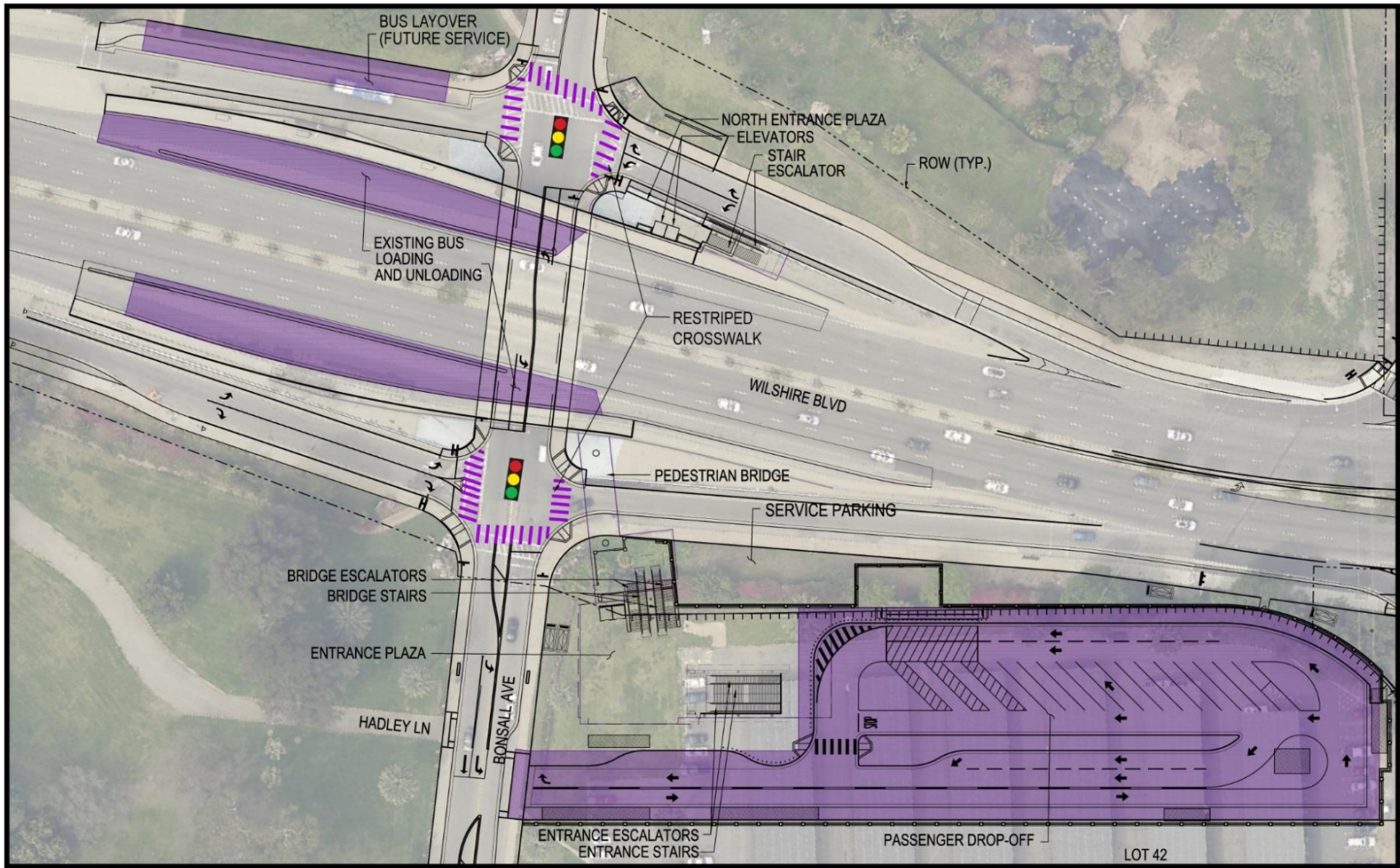
Aerial View Wilshire Blvd at Bonsall Ave



VA Hospital Station

Proposed Station Access

DRAFT



LEGEND:

PROPOSED STATION BUS AND PASSENGER DROP OFF AREAS

RIGHT-OF-WAY
STREET CENTERLINE

PROPOSED NEW TRAFFIC SIGNAL

40' 20' 0 40' 80'

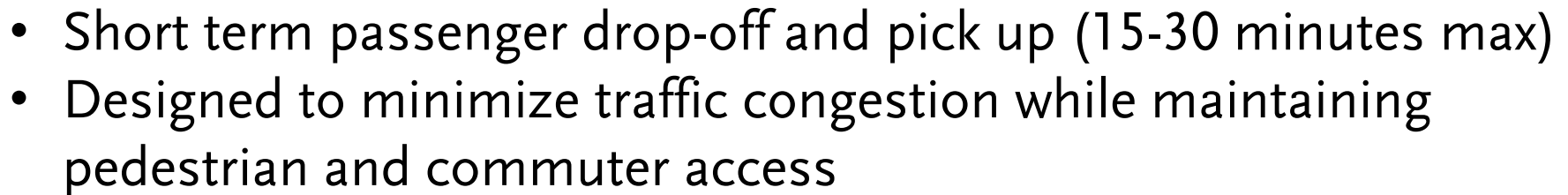


Westwood/VA Hospital

Current Station Rendering



Current Design



3-D Rendering Westwood/VA Station

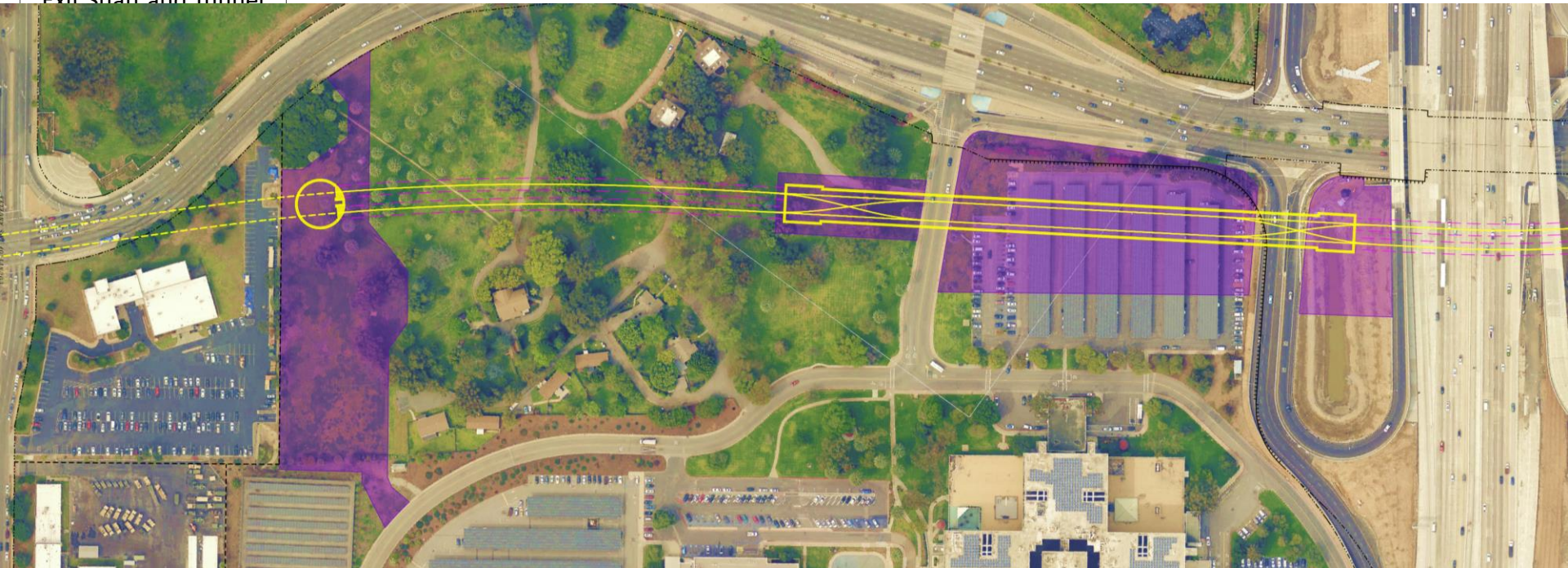
View from Bonsall Ave - North to South



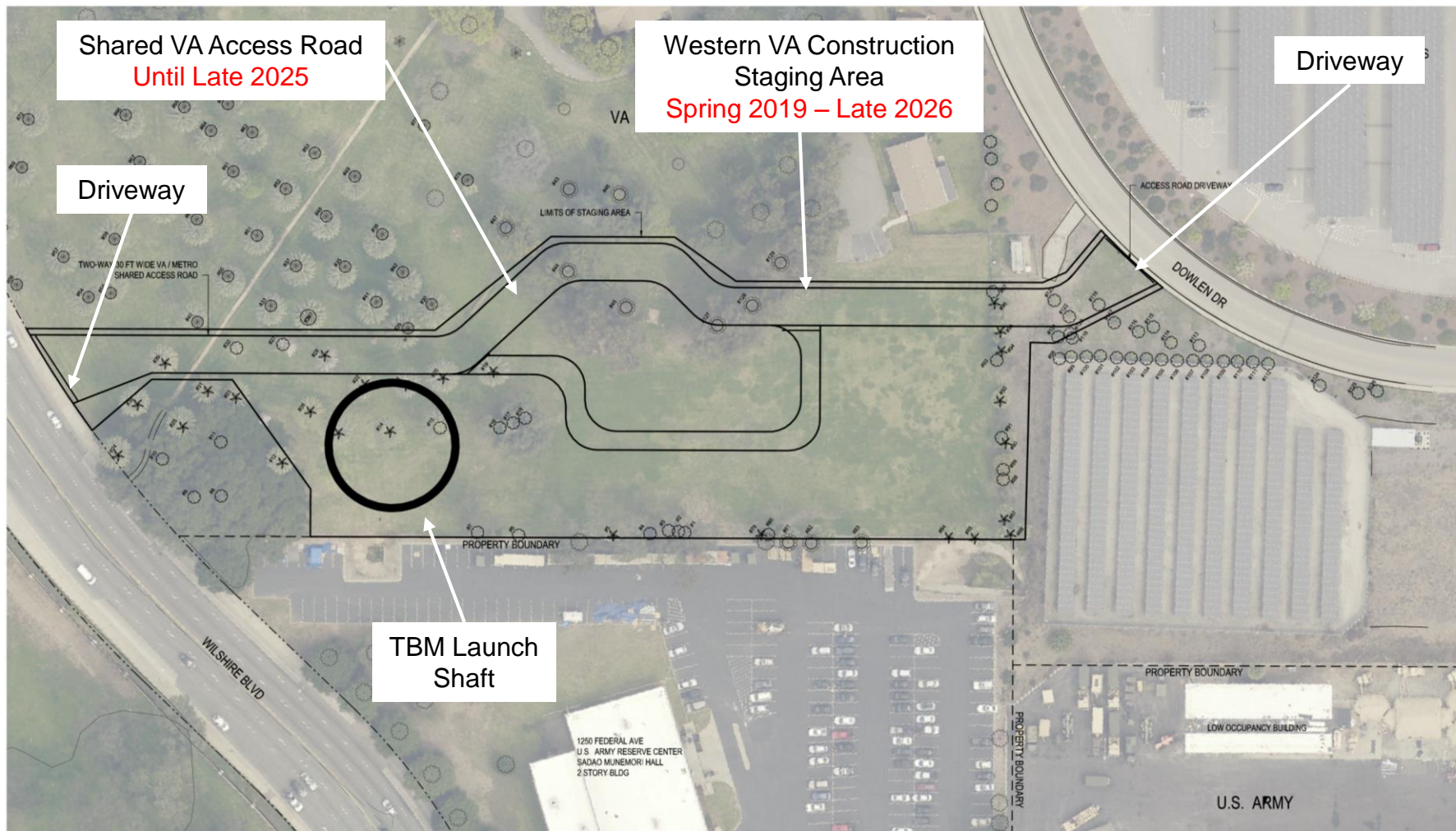
Westwood/VA Hospital Station

Laydown Area and Alignment

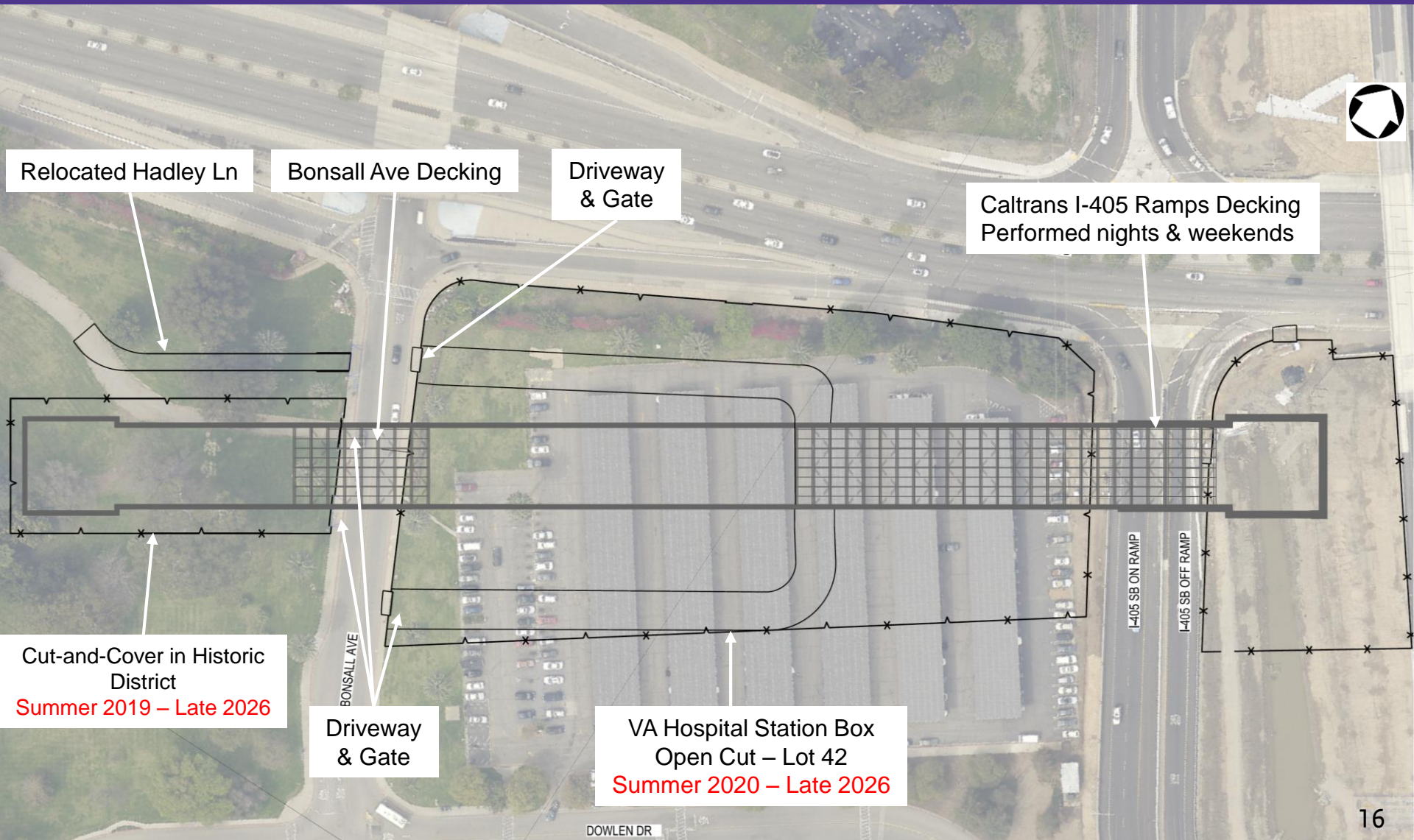
Exit Shaft and Tunnel



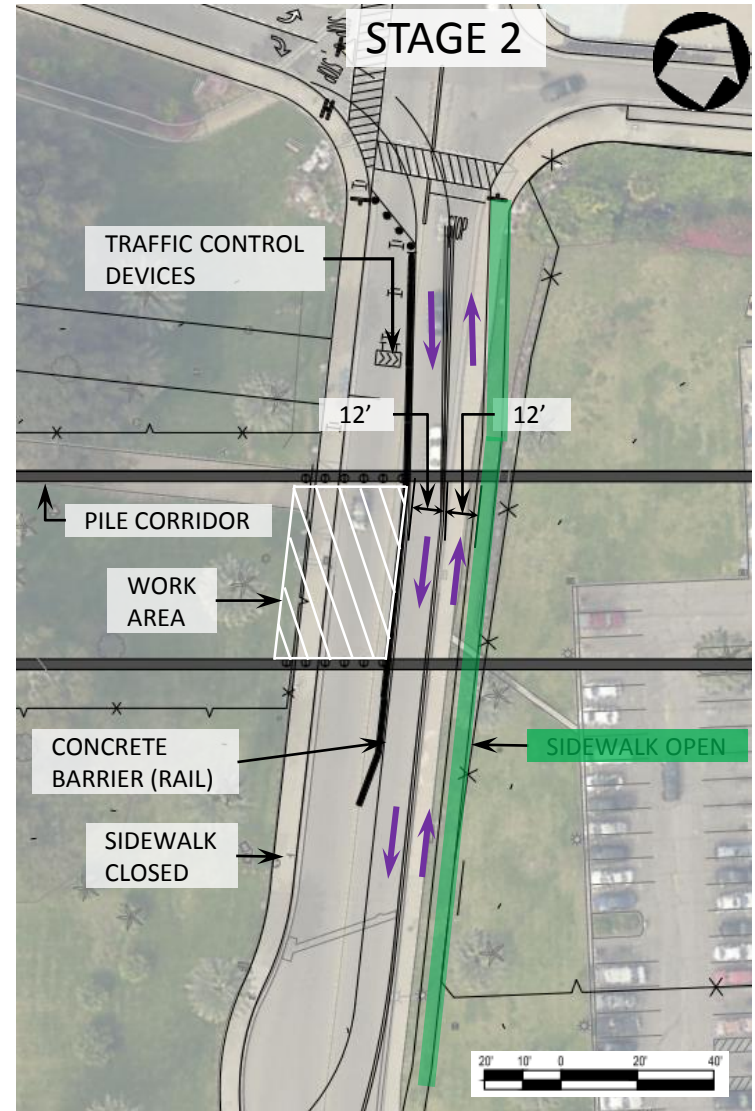
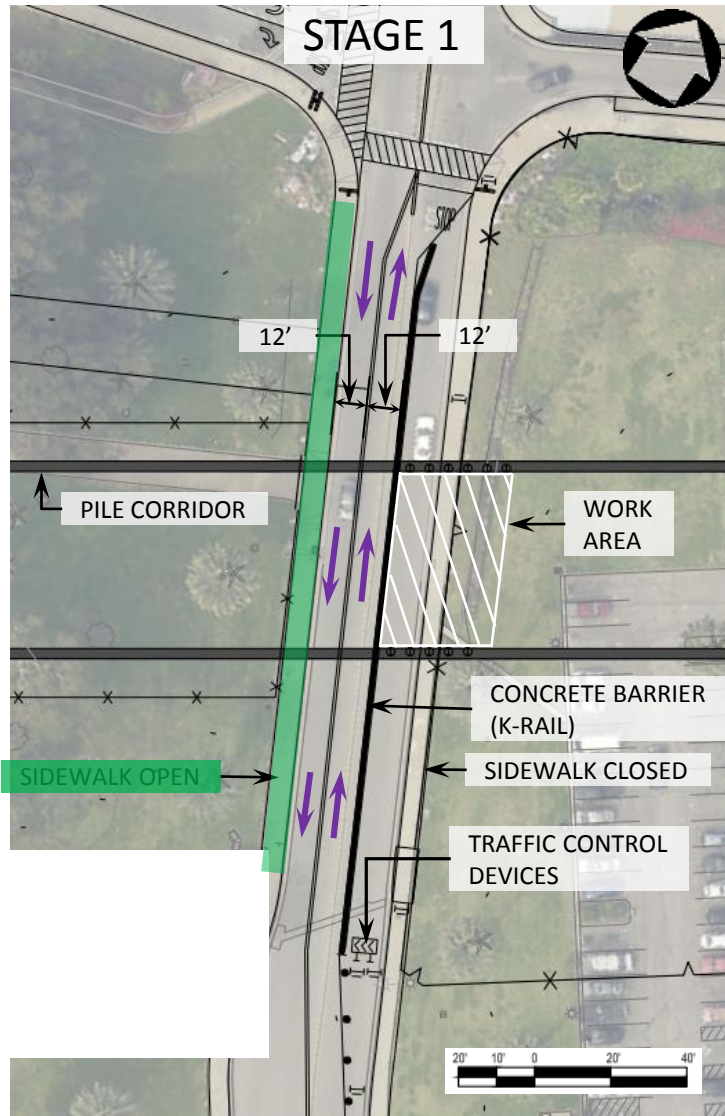
Tunnel Staging Area



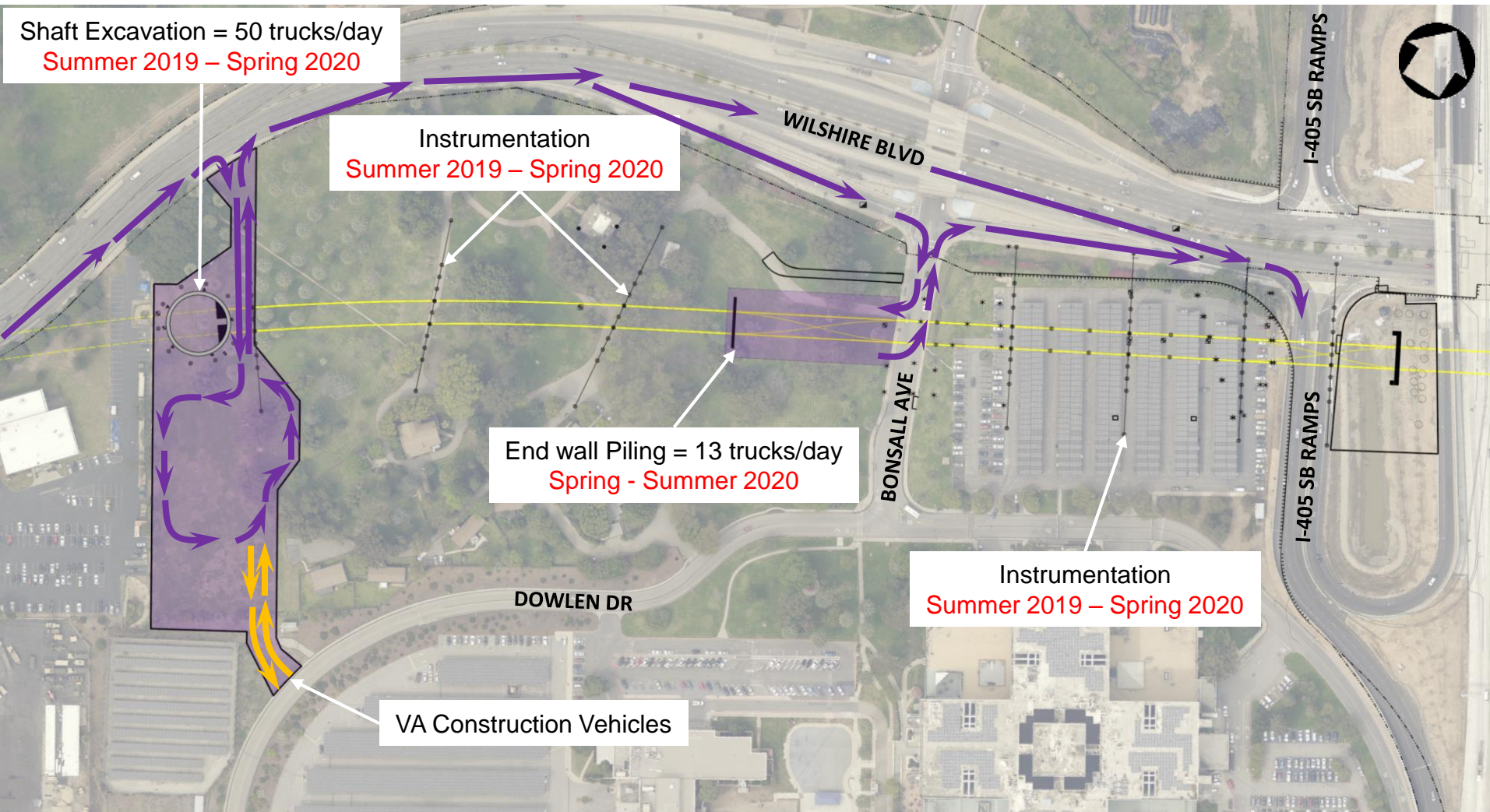
Station Staging Area



Pedestrian and Vehicular Access to Bonsall Avenue Maintained

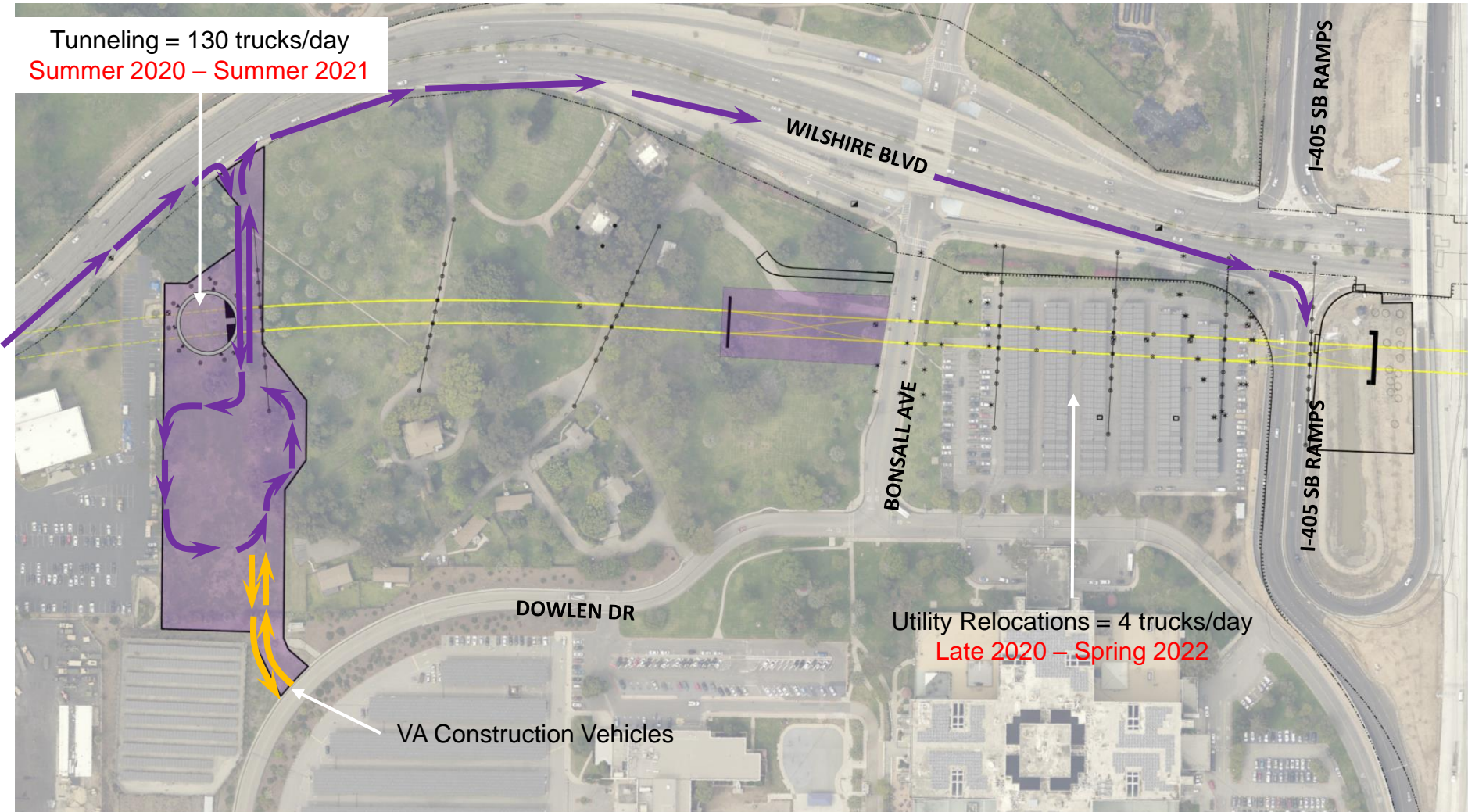


Stage 1 – Major Truck Trips



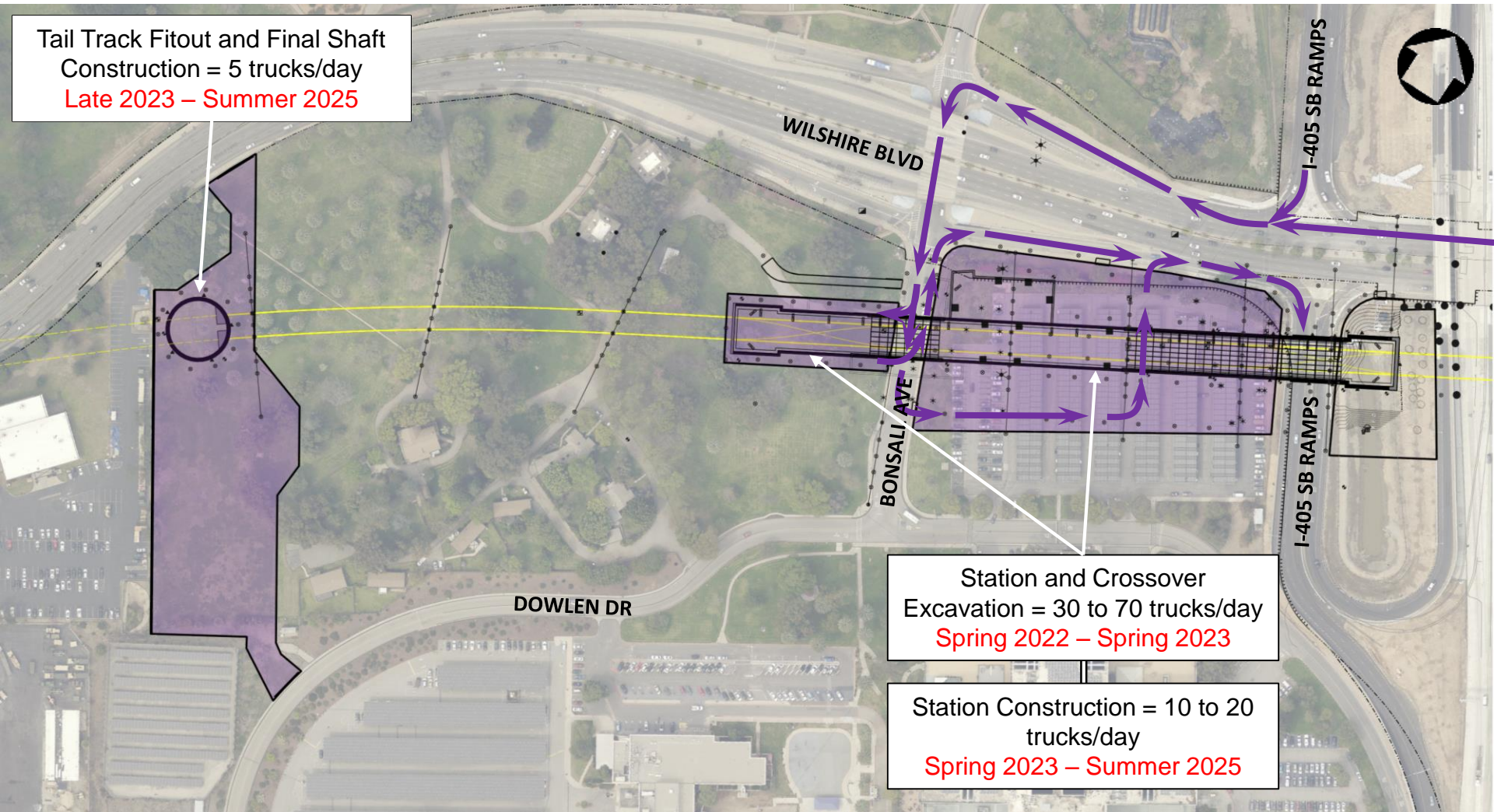
Stage 2 – Major Truck Trips

Tunneling = 130 trucks/day
Summer 2020 – Summer 2021



Stage 3 – Major Truck Trips

Tail Track Fitout and Final Shaft
Construction = 5 trucks/day
Late 2023 – Summer 2025



Station and Crossover
Excavation = 30 to 70 trucks/day
Spring 2022 – Spring 2023

Station Construction = 10 to 20
trucks/day
Spring 2023 – Summer 2025

Construction Staging Yards

Wilshire/La Brea

- Equipment, vehicle and material storage
- 20 foot sound wall noise mitigation



Construction Staging Yards

Wilshire/Western



Construction Staging Yards

Wilshire/La Cienega

- Equipment, vehicle and material storage
- 20 foot sound wall noise mitigation



Noise Mitigation Measures

Noise Control

- All construction personnel will attend Noise Awareness Training provided by Metro
- Moveable noise barriers
- Noise control curtains
- Noise muffling enclosures on stationary equipment
- No idling of heavy equipment when not in use
- No slamming tailgates
- Configure operations to eliminate backing movements
- Maintain equipment to avoid rattling and banging of parts
- Keep noise levels relatively uniform, avoid excessive and impulse noises
 - Truck Manager will be onsite to ensure that trucks idle in and out of site to reduce noise levels at the site

Vibration & Dust Mitigation Measures

Vibration

- Vibration Monitoring will be implemented
- If vibration approaches FEIS/R threshold, then operations causing higher levels of vibration will be minimized
- Vibration exceedance will cause all work activities to stop until corrective active measures can be implemented

Dust

- During demo, water will be used to control fugitive dust
- Use of tarped trucks / covered loads
- Hand sweep work area prior to opening traffic
- Implementation of the Mitigation Monitoring Reporting Program (MMRP)
 - Dust control during transport, no idling of heavy equipment, maintenance of construction equipment
- Metro's Green Construction Policy sets rigorous standards for equipment emissions
- Implementation of Best Management Practices (BMPs)
 - Street watering, street sweeping, truck wheel track outs, wheel wash

Air Quality Mitigation Measures

Construction Air Quality Compliance

- Activities must comply with South Coast Air Quality Management District (SCAQMD) Rule 403, the reduction and control of fugitive dust
- Construction equipment is required to be registered with the California Air Resource Board (CARB)
- Use of Tier 4 equipment is required, which reduces emissions by over 95%
- Inspectors and Monitors actively observe daily activities and track compliance
- Report dust concerns to SCAQMD via 800-288-7664

Metro's Green Construction Policy

Purple Line Extension design-build contractors must adhere to strict guidelines contained in Metro's **Green Construction Policy**.

- Establish haul truck staging zones where least impact on general public
- Covered haul trucks to reduce dust and dirt
- Haul routes away from congested streets or near sensitive receptors
- Off-road diesel-powered equipment of 50 hp and greater must meet the most stringent EPA emission standards
- Restricted idling of construction equipment to a maximum of five consecutive minutes
- On-road diesel vehicles will have newer engine models

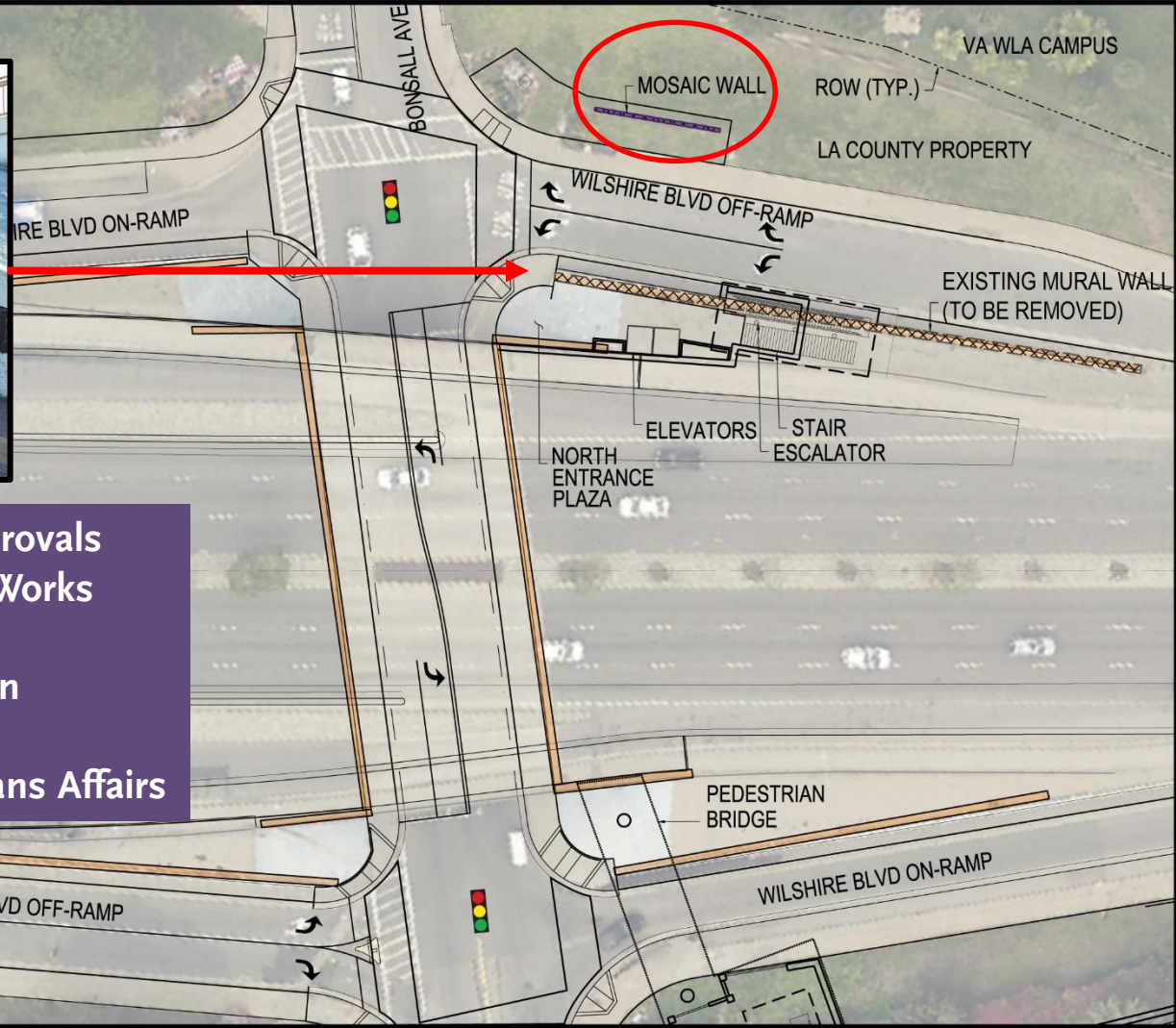
VA Hospital Station

Mural



Proposed Schedule for County Approvals

- January: Department of Public Works
- February: Civic Art Committee
- March: County Arts Commission
- May: Board of Supervisors
- July: Dept of Military and Veterans Affairs



LEGEND:  MURAL TO BE RETAINED  PROPOSED MOSAIC WALL  RIGHT-OF-WAY  PROPOSED NEW TRAFFIC SIGNAL  STREET CENTERLINE

20' 10' 0 20' 40'



Metro Services for Veterans

Metro's Veterans Hiring Initiative Program

- 6% Annual Veteran Hiring Initiative
- Support and promote economic development for veterans
- Attract qualified talent and their spouses for the many positions & apply transferrable skills to Industry
- Leverage those skills, knowledge, & attributes to showcase military experience
- Educate Veteran Community of Broad/Diverse Opportunities
- Advocate for Veteran Employees & Jobseekers

Application for Discounted TAP Cards for Service Connected Veterans

Translation of Military Experience into Civilian Job Skills



Upcoming Meeting

Section 3

Section 3 Pre-Construction Community Meeting

Thursday, March 21, 2019
6:30pm – 7:30pm



Location: TBD

Stay Informed



213.922.6934



purplelineext@metro.net



metro.net/purplelineext



@purplelineext



facebook.com/purplelineext



Metro





Community Veterans Oversight Engagement Board

January 10, 2019

U.S. DEPARTMENT OF VETERANS AFFAIRS and DISABLED AMERICAN VETERANS, DEPARTMENT OF CALIFORNIA

BRIETBURN DONATION AGREEMENT DATED SEPTEMBER 12, 2017

**Presenter: Richard Valdez, PSC
Legislative Director
DAV Dept. of California**



Community Veterans Oversight Engagement Board

January 10, 2019

Public Law 114-226

The West Los Angeles Leasing Act of 2016 (H.R. 5936)

Background:

- **Make certain improvements to the EUL authority of the Department, and for other purposes.**
- **To provide services that principally benefit Veterans and their families. Per the Act, such services are limited to one or more of the following:**
 - **Promotion of health and wellness...**
 - **Education**
 - **Vocational training, skills building...**
 - **Peer activities, socialization, or physical recreation**
 - **Assistance with legal issues and Federal benefits**
 - **Volunteerism**
 - **Family support services, including child care**
 - **TRANSPORTATION**



Community Veterans Oversight Engagement Board

January 10, 2019

BRIETBURN DONATION AGREEMENT

Specifies in the representations:

- **Breitburn LP January 1, 1969 agreement...**
- **Brietburn lease amendment...**
- **Brietburn to donate a monthly monetary payment to DAV-CA**

DAV-CA will:

- **6. DAV's use of the aforementioned donated funds shall be used to provide transportation services to Veterans and their families to and from the VA Greater Los Angeles Healthcare System campus...**
- **9. DAV-CA shall ensure that all transportation services are provided in accordance with applicable law and regulations. DAV-CA will hold VA and Brieturn harmless in the provision of DAV-CA's transportation services provided of Veterans on and around the West Los Angeles Campus.**



Community Veterans Oversight Engagement Board

January 10, 2019

APPLICABLE LAW AND REGULATIONS

Public Law 115-62:

- **Department of Veterans Affairs Expiring Authorities Act of 2017**
 - **Extends the Veteran Transportation Service under Title 38 U.S.C. 111A, Transportation to and from Department Facilities (expires Sept. 30, 2019)**
- **CFR Part 70, Subpart B, details - Purpose and Definition, Eligibility and Types of Transportation.**
- **Guidelines :**
 - **VHA Handbook 1620.01 – Voluntary Service Procedures**
 - **VHA Handbook 1620.02 – Volunteer Transportation Network (VTN), Authority 111A, 7301(b)**



Community Veterans Oversight Engagement Board

January 10, 2019

GLA VA MASTER PLAN TRANSPORTATION

DAV-CA VETERAN TRANSPORTATION SERVICES PLANNING RELEVANCY IN A CHANGING ENVIRONMENT

- **DAV fleet assessment – review of non-serviceable vehicles and replacement**
- **Campus shuttle service**
- **Volunteer driver recruitment strategy**
- **Enhanced VAVS volunteer driver processing**
- **Expanded non-resident Veteran transportation to and from GLA**



FULFILLING OUR PROMISES
TO THE MEN AND WOMEN WHO SERVED



Community Veterans Oversight Engagement Board

January 10, 2019

CURRENT STATUS

- **Draft Transportation Proposal Submitted – Under Review with VA and Concourse team**
- **Two Replacement vans Purchased and delivered to GLA VA Transportation Services (motor pool) for processing before being placed in service**
- **Proposal outlines specific data required for plans and acquisitions:**
 - **Master Plan/ Principle Developers development schedules;**
 - **New Construction and Building Renovations**
 - **Projected start and completion dates**
 - **Estimated number of veterans to be housed during each phase completion**
 - **Campus Traffic usage updates (campus shuttle service safety assessment)**



FULFILLING OUR PROMISES
TO THE MEN AND WOMEN WHO SERVED



Community Veterans Oversight Engagement Board

January 10, 2019

CURRENT STATUS (continued)

- **Additional data required:**
 - **Estimated non-resident veterans and their families utilizing UCLA/VA Wellness Center services requiring transportation to and from campus**
- **Determine campus shuttle service usage:**
 - **Ridership estimates**
 - **Optimum route and pickup points**
 - **Purchase golf carts based on estimated usage**
 - **Monday – Friday (7:00 am – 4:00 pm) shuttle schedule**
- **Campus shuttle projected start:**
 - **First Quarter 2019**



Community Veterans Oversight Engagement Board

January 10, 2019

PLANNING DATA RELEVANCY REVIEW

- **Instrumental in setting Volunteer Driver Recruitment Strategic Plan Goals.**
- **Where law and regulations present restrictions DAV-CA to Explore Options to meet alternative transportation requirements.**
- **Instrumental in the development of a Phased Transportation Implementation Plan (PTIP) supported by the estimated Brietburn donation funding.**
- **Share PTIP with GLA CVEB.**
- **PTIP will provide existing VTN program realistic enhancement goals and objectives.**
- **Streamlining VAVS system key to processing Volunteer driver candidate applications and current volunteer drivers retention.**
- **Provides a clear understanding of the need for dedicated volunteer drivers to potential local community non-profits and other VSO's, potential VTN program partners.**

AMENDMENT, REVIVAL AND EXTENSION OF THE REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY AGREEMENT

THIS AMENDMENT REVIVAL, AND EXTENSION OF THE REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY AGREEMENT, hereinafter called (the "Amendment") is entered into and made effective on the 7th day of March, 2017, by and between the Department of Veterans Affairs, licensor as ("VA") and Breitburn Operating LP as ("Licensee").

Recitals

On July 21, 1966 the Department of Veterans Affairs leased a designated surface drilling site, hereinafter called ("Lease Agreement") under the Bureau of Land Management serial lease No. 0138800 to Occidental Petroleum Corporation ("Oxy"), for a three year term to also use the drill site for slant drilling of wells bottomed under land outside of VA property.

After successive three year periods of signing supplemental Lease Agreement's starting on July 14, 1969 and terminating on October 1, 1990, the succession of supplemental agreements was broken, by allowing the Lease Agreement to expire on October 1, 1990.

Whereas on January 1, 1997, the Department of Veterans Affairs and Westside Operating Partners Limited, as successor to Oxy, entered into a Revocable License for Non-Federal Use of Real Property No. 691-97-01-1L (said "License").

Licensee is successor to Westside Operating Partners Limited and continues to occupy and exercise those rights and benefits from use of said drill site.

WHEREAS it is the desire of the parties to extend the primary term of said License; to adopt, ratify, revive, confirm and extend said License; and amend said License; all as hereinafter provided.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and for the purposes of amending and reviving said License, it is now and hereby agreed notwithstanding anything to the contrary in said License as originally executed or as amended by any previous amendment, that:

1. Breitburn Operating LP is substituted as successor licensee under the License in place of Westside Operating Partners Limited.
2. The term of this Amendment (the "Extension Term") shall be extended for a period of 10 years, commencing on March 7, 2017 and expiring March 2, 2027 with one (1) Ten Year Option to extend subject to the mutual written agreement of the parties. Notwithstanding anything to the contrary whether in this License or at law or equity, this License shall at all

times be revocable by either party if the revoking party provides the non-revoking party with not less than twelve (12) months prior written notice after the end of the Extension Term. The VA shall also be permitted to revoke the License if the Licensee fails to comply with the terms and conditions contained herein; if revocation is necessary due to a VA or national security event; or if the Licensee abandons the site for a continuous period that is the lesser of thirty (30) continuous days, or the timeframe and process that is otherwise provided for under California law to constitute an abandonment of the site. Upon revocation of this License or abandonment by the Licensee, at the election of the VA, the Licensee must restore the property within sixty (60) days, to substantially the same conditions as those existing at the time of entry. If the Licensee fails to do so, the VA shall be permitted to pursue any and all rights and remedies available to it under this License and at law and equity.

3. Section 4 of the License shall be deleted in its entirety and is herewith amended to read:

“As material consideration for VA’s cooperation with respect to this Amendment, Licensee agrees that commencing with the execution of this Amendment and continuing throughout the remaining term of this License, to donate a monthly monetary payment to the Disabled American Veterans Los Angeles Chapter (DAV-LA) (whose address is VARO Federal Building, 11000 Wilshire Blvd., Rm. 5227, Los Angeles, CA 90024 and whose telephone number is (310) 477-2530), that is equal to a two and one-half percent (2.5%) overriding royalty on the total gross production of all oil, gas and other hydrocarbons, which are produced from any and all wells drilled under this License. DAV-LA’s use of the aforementioned donated funds shall be solely for the purpose of providing transportation to Veterans on and around the VA Greater Los Angeles Healthcare System campus (“West Los Angeles Campus”) located at 11301 Wilshire Blvd., Los Angeles, CA 90073. Disabled American Veterans’ Tax Identification # is 31-0263158.”

4. Licensee shall provide monthly statements to the VA upon written request showing the timing and amount of each monetary donation payment remitted to the DAV-LA. Licensee agrees that VA and/or its contractors or designees shall be permitted with Licensee’s cooperation, to conduct an audit of the revenues and corresponding payments relating to such monetary donation payments from Licensee to DAV-LA, within fourteen days after issuance of a written letter from VA’s Contracting Officer to Licensee. The VA shall be permitted via a letter from the VA Contracting Officer to the Licensee, to require at VA’s discretion either that all or a portion of such monetary donation payments: (a) be temporarily held in suspense for future disbursement as and when VA shall later instruct; or (b) used for an alternative Veteran focused purpose, if any such VA audit reveals that the funds previously remitted from Licensee to the DAV-LA were misused in a manner contrary to the intent of this provision or any applicable rule or law.

Licensee agrees that these monetary donation payments are material to VA’s inducement and cooperation with this Amendment and constitute lawful consideration with respect to Licensee’s related activities on the West Los Angeles Campus, and that such payments properly owed during the term of this License shall survive the termination or expiration of this License, and any such unpaid amounts shall be subject to recovery procedures to the extent permitted under applicable law and equity.

5. Licensee shall have the right to process offsite gas.

6. Section 5 of the License shall be herewith amended to read:

"If to the Licensee:
Land Department
Breitburn Operating LP
707 Wilshire Boulevard, Suite 4600
Los Angeles, CA 90017"

VA hereby agrees and acknowledges that there are no defaults currently under said License, and VA and Licensee do hereby ratify, revive, adopt, confirm and extend said License, and VA does hereby license, let, and demise the licensed land, subject to all the terms, provisions, covenants, and conditions set forth in said License, which are incorporated herein by this reference except as amended above, and further declare that said License, as amended, is a valid and subsisting License and is confirmed to be in good standing and in full force and effect.

All other terms and conditions of the License shall remain in full force and effect.

This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

This Amendment may be executed in any number of counterparts with the same force and effect as though all parties signed the same document.

All provisions of the License, except as modified by this Amendment, shall remain in full force and effect.

Notwithstanding anything in this License or elsewhere to the contrary, this agreement shall at all times be subject to applicable Federal, State, and local laws, codes, ordinances, and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of License as of the date and year first written above.

LICENSOR:

U.S. DEPARTMENT OF VETERANS AFFAIRS

/s/ Alan Trinh

Name and Title: Alan Trinh, Contracting Officer

Date: 4/13/12

SUCCESSOR LICENSEE:

BREITBURN OPERATING LP

/s/ William W. Weldon

William W. Weldon, Vice President Land and Attorney-in-Fact

Date: 4-5-12



A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Breitburn Operating LP
"Breitburn"

3. ADDRESS OF LICENSEE

707 Wilshire Boulevard
Suite 4600
Los Angeles, CA 90017

4. NAME AND ADDRESS OF INSTALLATION

U.S. Department Of Veterans Affairs
"VA"
West Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073

5. PERIOD COVERED

FROM (Month, day, year)
3/07/2017

TO (Month, day, year)
6/30/2018

6. CONSIDERATION

Breitburn is provided storage space for piping and other oil and gas equipment and materials during the license term while the former Fox Studio's Site "Fox Site" is encumbered by Westside Services LLC's "WSS" Enhanced Sharing Agreement V691S-154 Agreement "WSS Sharing Agreement" which terminates on January 1, 2018 by the Termination Agreement dated January 19, 2017 by and between VA and WSS.

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof.).

Area "BB" within Lot 29, Sub-Lot C on the West LA Campus, and the Dowlen Drive Site (as needed), and appropriate ingress and egress rights to fulfill the purpose of the license, which are shown in Attachments B and C hereto

7B. EXHIBIT(S) ATTACHED

See Attachments B and C depicting Area "BB" within Lot 29, Sub-Lot C, and the Dowlen Drive Site, as well as ingress and egress access

8. PURPOSE OF LICENSE

To provide Breitburn storage space for piping and other oil and gas equipment and materials on Area "BB" within Lot 29, Sub-Lot C, and the Dowlen Drive Site (as needed), and the ability to secure such space, while the Fox Site is encumbered by the WSS Sharing Agreement.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS

In connection with Breitburn's cooperation to relocate to Area BB within Lot 29, Sub-Lot C and the Dowlen Drive Lot (as needed) per this License, as VA winds down its current contract with Westside Services, VA will reimburse Breitburn within 60 days of invoicing for its "at cost" amounts to relocate its piping and other oil and gas equipment and materials, along with any reasonable costs necessary for site preparation, including but not limited to grading and temporary fencing for relocation from the current Constitution Drillsite and to the Fox Site. Breitburn will provide at cost invoices to VA to effectuate such reimbursements from VA and if the VA does not reimburse Breitburn within 60 days of invoicing, Breitburn shall deduct such costs from future royalty payments, whether those royalties are paid directly to the VA or an affiliated entity.

DEPARTMENT OF VETERANS AFFAIRS LICENSOR
DATE OF LICENSE (Month, day, year)

4/17/2017

SIGNATURE OF LICENSOR

Breitburn Operating LP LICENSEE
DATE ACCEPTED (Month, day, year)

4-5-17

AN T D NAM F SIG YPORY

/s/

ADDRESS OF LICENSOR

U.S. Department Of Veterans Affairs
West Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073

/s/

William W. Weldon

TITLE OF SIGNATORY

Vice President Land and Attorney-in-Fact

TELEPHONE NO. OF LICENSEE (Including Area Code)

213-225-5900

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, Roberta Kass, certify that I am the Secretary of the limited partnership named as licensee herein; that William W. Weldon who signed said license on behalf of the licensee was then an Attorney in Fact of said limited partnership; that said license was duly signed for and on behalf of said limited partnership by authority of its governing body, and is within the scope of its limited partnership powers.

(CORPORATE)
(SEAL)

VA FORM
10-6211

(Signature)

EXISTING STOCKS OF VA FORM 10-6211 DATED AUG 1981 WILL BE USED.

“GENERAL CONDITIONS”

**TO THAT CERTAIN VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF
REAL PROPERTY DATED MARCH 03, 2017 BY AND BETWEEN THE U.S.
DEPARTMENT OF VETERAN AFFAIRS AND BREITBURN OPERATING LP.**

WHEREAS, on December 23, 2016, under the Amendment, Partial Surrender of Surface Rights and Ratification of Protective Oil and Gas Lease dated December 23, 2016 (“BLM R1956 Oil and Gas Lease”), Breitburn agreed to release certain lands controlled by the Department of Veterans Affairs (“VA”) it had a right to under the oil and gas lease with the Bureau of Land Management in exchange for the site located as described in that certain Amendment, Partial Surrender of Surface Rights and Ratification of Protective Oil and Gas Lease as the “Replacement Drill Site” (also known as the former “Fox Site”). This exchange was made at the request of the VA because the VA desires to build a columbarium on the site Breitburn is to vacate and Breitburn is dedicated to honoring those who have fought for the United States.

WHEREAS, the site guaranteed by the VA under the BLM R1956 Oil and Gas Lease is currently being occupied by third parties who will not vacate until December 31, 2017.

WHEREAS, Breitburn is unable to gain access to the Fox Site at this time and is in need of a place to store and conduct its oil and gas operations until such guaranteed and bargained for Replacement Drill Site is unencumbered by third parties.

NOW, THEREFORE, this Revocable License is being offered by the VA as a temporary solution to Breitburn until the Fox Site is ready on January 1, 2018.

- 1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the VA.
- 2. Structures.** The Licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein and described in Block 8 above of the Revocable License.
- 3. Laws and Ordinances.** Notwithstanding anything to the contrary, this license and any underlying privilege granted to the Licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.
- 4. Sanitary Conditions.** If this license gives possession of United States property, the Licensee must at all times keep the premises in a sanitary condition satisfactory to VA.
- 5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, or damaged by the Licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the Licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand.
- 6. Indemnification.** The Licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the Licensee of the privilege granted by this license, or any other act or omission of Licensee, including failure to comply with the obligations of said license.
- 7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the VA.

- 8. Operation.** The Licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from interfering with the transaction of Government business, or jeopardizing the safety of persons or property.
- 9. Notice.** Any property of the Licensee installed or located on the property affected by this license must be removed within 90 days of written notice from VA, plus any additional time that the parties may agree to in writing, through good faith discussions and cooperation at the end of this Revocable License.
- 10. Guarantee Deposit.** Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.
- 11. Bond.** Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.
- 12. Expense.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the Licensee, except as outlined in Section 7 here and above of these General Conditions and in Block 9 above of the Revocable License.
- 13. Attempted Variations.** There can be no variation or departure from the terms of this license without prior written consent of VA and Licensee.
- 14. Nondiscrimination.** Any activity, program, or use made of the property by the Licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.
- 15. Assignment, Revocation, and Abandonment.** The Licensee shall neither transfer nor assign this License, or any part thereof, or Licensee's right in the property, without prior written permission of the VA Contracting Officer having authority to approve such a transfer or assignment. And notwithstanding anything to the contrary whether in this license or at law or equity, this license shall at all times be revocable by either party if the revoking party provides the non-revoking party with not less than twelve (12) months prior written notice. Upon revocation of this license or abandonment by the Licensee, at the election of the Government, the Licensee must restore the property to substantially the same conditions as those existing at the time of entry.
- 16. Relocation to the Former Fox Site.** In the event the Fox Site becomes unavailable after January 1, 2018 for Breitburn's relocation to Replacement Drill Site as agreed to by BLM R1956 Oil and Gas Lease, VA will extend this License until said Fox Site becomes available, however, in no circumstances shall this agreement be construed as a suitable replacement drillsite for said BLM R1956 Oil and Gas Lease. VA hereby confirms its plan to make the Fox Site available to Breitburn on January 1, 2018, and avoid encumbering the Fox Site after January 1, 2018 in any way to prevent Breitburn's future use and enjoyment of the Replacement Drill Site. Furthermore, VA hereby confirms and warrants that if Westside Services is not off the former Fox Studios site by 1/1/2018, then VA shall immediately utilize its rights under law and at equity, to eject Westside Services as soon as possible. VA recognizes that Breitburn is entering into the Revocable License in reliance on the understandings in this Paragraph 16 and that time is of the essence with regards to Breitburn gaining leasehold usage to the Fox Site.

17. Acknowledgment of this Revocable License From Westside Services.

Westside Services has read and understands this Revocable License, and agrees to allow Breitburn to utilize a certain area, with full ingress and egress rights to any such area, located within Lot 29, Sub-Lot C, which area is identified as "BB" in Attachment B hereto, and the Dowlen Drive Site, which area is depicted in Attachment C hereto, under the terms and conditions of this agreement, notwithstanding any other understanding or agreement to the contrary, including the Termination Agreement entered on January 19, 2017, between VA and Westside Services. Westside Services confirms this representation by affixing their name, signature, and related information immediately below:

By (Print Name): _____

Sign Name: _____ /s/ _____

Title: Pres

Date: 3-17-17

18. Counterparts. This Revocable License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

Remainder of this page has been intentionally left blank.

Attachment B

(Depiction of Area "BB" within "Lot 29, Sub-Lot C")

TO THAT CERTAIN VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF
REAL PROPERTY DATED MARCH 03, 2017 BY AND BETWEEN THE U.S.
DEPARTMENT OF VETERAN AFFAIRS AND BREITBURN OPERATING LP.



Attachment C

(Depiction of "Dowlen Drive Site")

TO THAT CERTAIN VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF
REAL PROPERTY DATED MARCH 03, 2017 BY AND BETWEEN THE U.S.
DEPARTMENT OF VETERAN AFFAIRS AND BREITBURN OPERATING LP.



AMENDMENT, PARTIAL SURRENDER OF SURFACE RIGHTS AND RATIFICATION OF
PROTECTIVE OIL AND GAS LEASE

(Serial Number: Riverside R 1956)

This Amendment, Partial Surrender of Surface Rights and Ratification of Protective Oil and Gas Lease (the "Agreement") is made and entered into as of the 23rd day of December, 2016 ("Execution Date"), by and between the United States of America, through the Bureau of Land Management, as "Lessor", the U.S. Department of Veteran Affairs, "VA", and Breitburn Operating LP, a Delaware limited partnership, a successor in interest, as "Lessee," to allow the Lessee (with the consent and concurrent access rights from VA) the use of certain property located on VA's West Los Angeles Campus, located at 11301 Wilshire Boulevard, Los Angeles, California 90073.

NOW THEREFORE, in consideration of the above, the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as successor Lessee, in accordance with certain provisions of the hereinafter described Lease, does hereby release, relinquish and surrender to Lessor all of the right and interest to the surface only, with certain limitations as described below, of Lessee in, to, and under that certain Protective Oil and Gas Lease (CARI01956) entered into as of January 1, 1969, by and between the United States of America, through the Bureau of Land Management as Lessor, and Occidental Petroleum Corporation as original Lessee, recorded in Book M3252 at Page 886 of the records of Los Angeles County, State of California (the "Lease"), INSOFAR ONLY as said Lease covers the following described Surface Location Drill Site Lands located in Los Angeles County (the "Original Drill Site"), and in return VA hereby simultaneously substitutes and provides to Lessee access to the "Replacement Drill Site" per Paragraph 4 and as described and depicted in Attachment B below, in lieu of the Original Drill Site except as otherwise stated and permitted in this Agreement. The term of such access from VA shall be concurrent with the term of and shall automatically terminate or expire concurrently with this Agreement. The Lessee's former drill site a/k/a the "Original Drill Site" is described and depicted in Attachment A below as well as in Attachment C-1 to the Lease. The Lessee will have continued access rights to the 8" water line associated with the Original Drill Site in connection with its activities at the Replacement Drill Site which is described and depicted in Attachment C below.
2. Notwithstanding the foregoing, there is excepted from this partial surrender (i) any and all right and interest of the Lessee under said Lease and in any other surface lands covered by said Lease which are not specifically described in this surrender, and (ii) Lessee's right and interest in that certain fresh water eight inch (8") pipeline, commencing at a vault located on Waterford Street and continuing through the extreme northerly portion of the subject surrendered Original Drill Site and ending at Lessee's existing Sawtelle field facilities. Said water pipeline is more particularly described in Attachment C. VA, at no cost to the Lessee, reserves the right to relocate the aforementioned fresh water eight inch (8") pipeline below grade so as to facilitate the construction of the proposed columbarium north of Constitution Avenue, in conjunction with all applicable laws, rules, and regulations.
3. As material consideration for this 'Partial Surrender', VA hereby provides Lessee surface rights to a Replacement Drill Site, also known as the former "Fox" parcel as described and depicted in Attachment B, to use to conduct its existing oil and gas operations located south of Constitution Avenue and west of Highway 405, including, but not limited to, passage over, through, from, upon, and across, with ingress and egress to and from, the Replacement Drill Site. Lessee shall use reasonable efforts to ensure that its structures will not adversely affect VA's mission or operations, and will coordinate and cooperate with VA as necessary in that regard.
4. VA agrees that Lessee shall have access to, and surface rights for the Replacement Drill Site, also known as the former "Fox" parcel, as further described in Attachment B, to permit Lessee to use the Replacement Drill Site in conducting its existing and future oil and gas operations located south of Constitution Avenue and west of Highway 405, by accessing: (i) those mineral rights as described in Acquired Lands Lease, Serial No. 138800, dated effective November 1, 1963, to Tom H. Dowlen, Lessee, as amended; (ii) those mineral rights as described in the 'Protective Oil and Gas Lease Riverside R 1956' dated January 1, 1969, to Occidental Petroleum Corporation, as Lessee, and; (iii) those mineral rights in other sub-surface lands through which Lessee has rights to drill for, mine, extract, remove, and dispose of oil and gas deposits.
5. VA agrees to cooperate in good faith with Lessee to establish a fire line to service the Replacement Drill Site using nearby VA water lines in reasonably close proximity to the Replacement Drill Site. Subject to applicable law, the Lessee shall, at its sole cost, construct and maintain such fire line and install a meter to monitor Lessee's water usage. Lessee shall pay the local municipality directly for such water use.
6. In addition, and as material consideration for VA's cooperation with respect to this Agreement and Lessee's access to and use of the Replacement Drill Site, Lessee agrees that commencing with the execution of this Agreement and continuing throughout the remaining term of this Lease, to donate a

monthly monetary payment to the Disabled American Veterans Los Angeles Chapter ("DAV-LA") (whose address is VARO Federal Building, 11000 Wilshire Blvd., Rm. 5227, Los Angeles, CA 90024 and whose telephone number is (310) 477-2530), that is equal to a two and one-half percent (2.5%) overriding royalty on the total gross production of all oil, gas and other hydrocarbons, which are produced from any and all future wells to be drilled under this Agreement, or where such wells are drilled from the Replacement Drill Site but bottom under lands outside of VA property. DAV-LA's use of the aforementioned donated funds shall be solely for the purpose of providing transportation to Veterans on and around the VA Greater Los Angeles Healthcare System campus (the "West Los Angeles Campus") located at 11301 Wilshire Blvd., Los Angeles, CA 9007. Disabled American Veterans' Tax Identification # is 31-0263158. Neither VA nor Lessee has reviewed DAV-LA's corporate documents, and neither can represent and/or warrant that a third party is or is not a specific type of company.

7. Lessee shall provide statements to VA upon written request showing the timing and amount of each monetary donation payment remitted to the DAV-LA. Lessee agrees that VA and/or its contractors or designees shall be permitted during normal business hours, with Lessee's cooperation, to conduct an audit of the revenues and corresponding payments relating to such monetary donation payments from Lessee to DAV-LA, within fourteen (14) days after issuance of a written letter from VA's Contracting Officer to Lessee, or such other longer period as reasonably agreed to by Lessee. VA shall be permitted via a letter from the VA Contracting Officer to the Lessee, to require at VA's discretion that all or a portion of such monetary donation payments shall either: (a) be temporarily held in suspense for future disbursement as and when VA shall later instruct, or (b) used for an alternative veteran focused purpose, if any such VA audit reveals that the funds previously remitted from Lessee to the DAV-LA were misused in a manner contrary to the intent of this provision or any applicable rule or law.

8. Lessee agrees that these monetary donation payments are material to VA's inducement and cooperation with this Agreement and constitute lawful consideration with respect to Lessee's related activities on the West Los Angeles campus, and that such payments properly owed during the term of this Lease shall survive the termination or expiration of this Lease, and any such unpaid amounts shall be subject to recovery procedures to the extent permitted under applicable law and equity.

9. The parties desire to modify and now hereby amend said Lease, by replacing the description and depiction of the Original Drill Site, which is Attachment C-1 in the Lease and contained in Attachment A below, with the description and depiction of the Replacement Drill Site contained in Attachment B below.

10. Lessor hereby agrees and acknowledges that there are no defaults currently under said Lease, and Lessor and Lessee do hereby ratify, adopt, and confirm said Lease, and Lessor does hereby lease, let, and demise the leased land, subject to all the terms, provisions, covenants, and conditions set forth in said Lease, which are incorporated herein by this reference except as amended above, and further declare that said Lease, as amended, is a valid and subsisting oil and gas lease and is confirmed to be in good standing and in full force and effect.

11. VA hereby acknowledges and confirms Lessee's rights to the Original Drill Site under the Lease up until the Execution Date, and the Lessee's rights to the Replacement Drill Site effective as of the Execution Date and subject to the terms of this Agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and successors, heirs and assigns.

13. This Agreement may be executed in any number of counterparts with the same force and effect as though all parties signed the same document.

14. All provisions of the Lease, except as modified by this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

EXECUTED THIS 23rd day of December, 2016.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

AMENDMENT, PARTIAL SURRENDER OF SURFACE RIGHTS AND RATIFICATION
OF PROTECTIVE OIL AND GAS LEASE
(Serial Number: Riverside R 1956)

LESSOR:

THE UNITED STATES OF AMERICA

(Bureau of Land Management)

Name: Debra Marsh, _____

Title: Branch Chief, Branch of Adjudication

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Sacramento } ss.

On 12/23/11 *Date*
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Notary Public, personally appeared _____
Name(s) of Signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

AMENDMENT, PARTIAL SURRENDER OF SURFACE RIGHTS AND RATIFICATION
OF PROTECTIVE OIL AND GAS LEASE
(Serial Number: Riverside R 1956)

Breitbart Operating LP

Name: William W. Weldon,
Title: Vice President Land and Attorney-in-Fact

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles } ss.

Date _____ Name and Title of Officer (e.g., "Jane Doe, Notary Public") _____
Notary Public, personally appeared William W. Weldon
Name(s) of Signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



US DEPARTMENT OF VETERAN AFFAIRS

/s/ Alan Trinh

Name: Alan Trinh
Title: Contracting Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles } ss.

On December 22 2016 before me, _____,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Notary Public, personally appeared _____,
Name(s) of Signor(s)

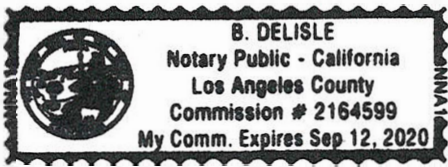
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

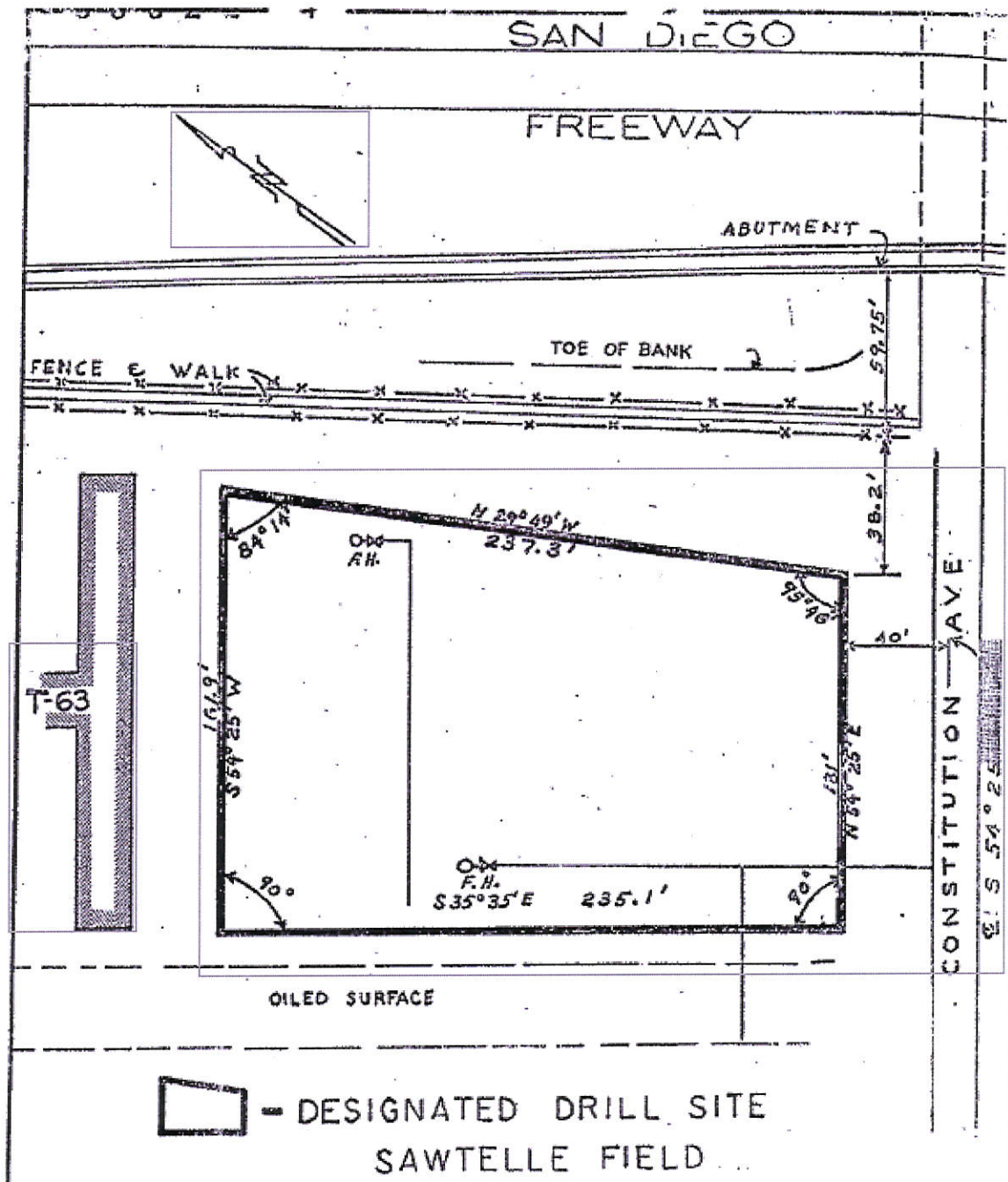
/s/

Signature of Notary Public



(Description and Depiction of the Original Drill Site)

approximately 0.8 acres.

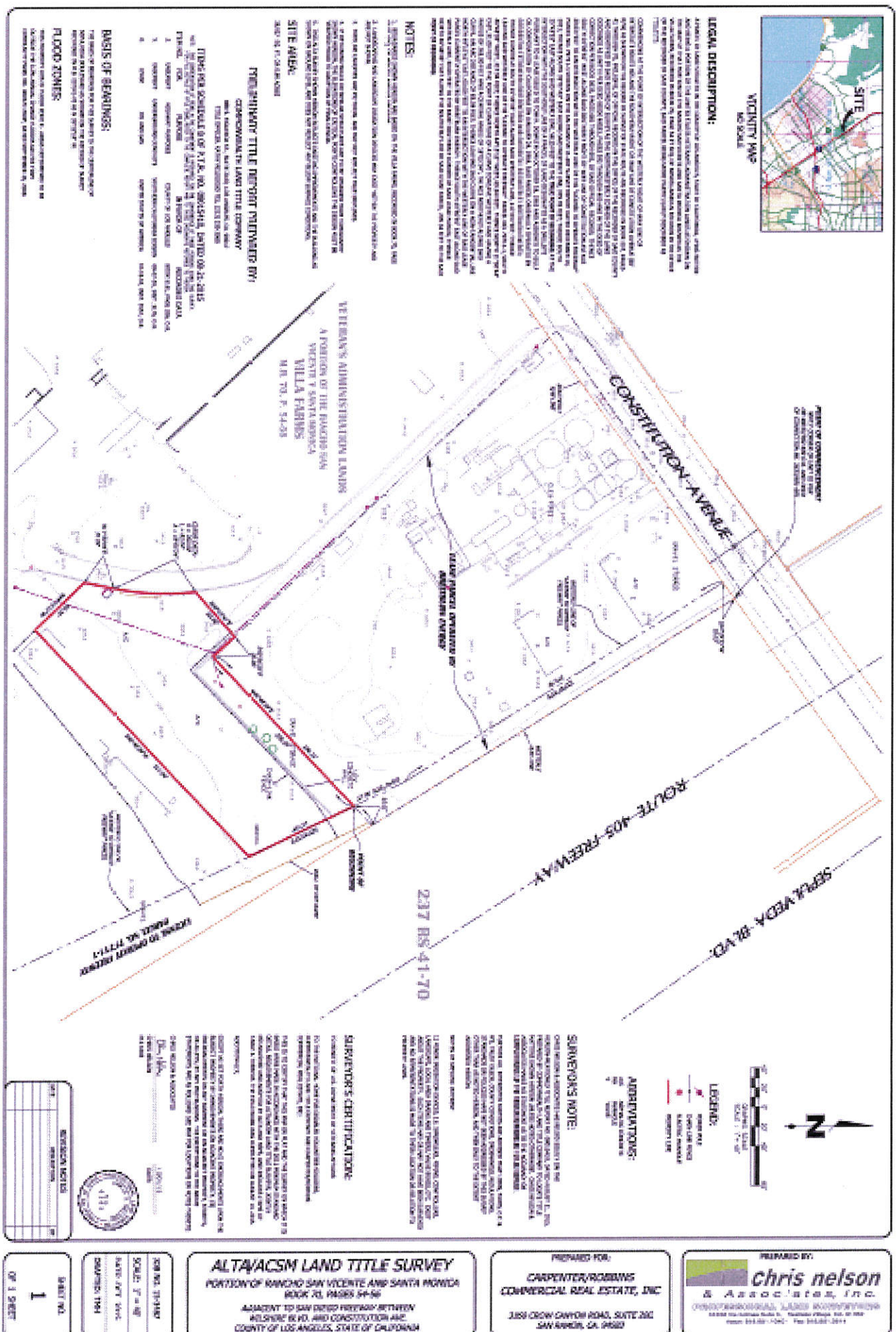


Attachment B
(Description and Depiction of the "Replacement Drill Site")

A PARCEL OF LAND SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WITHIN AND BEING A PORTION OF THE UNITED STATES VETERAN'S ADMINISTRATION LANDS AS SHOWN ON THE MAP OF THAT PORTION OF THE RANCHO SAN VICENTE AND SANTA MONICA KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54 ET SEQ. OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 405 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF CONSTITUTION AVENUE (60' R/W) AS SHOWN ON THE RECORD OF SURVEY OF STATE ROUTE 405 RECORDED IN BOOK 237, PAGES 41 THROUGH 70, INCLUSIVE, OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND IDENTIFIED BY SAID RECORD OF SURVEY AS THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED AS UNIT III PER DEED BOOK 48033, PAGES 392 THROUGH 409 AND IN THE DEED OF CORRECTION PER BOOK 3633, PAGES 681 THROUGH 691, OF SAID OFFICIAL RECORDS; THENCE SOUTH 54°39'55" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CONSTITUTION AVENUE 20.03 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE "LICENSE TO OPERATE FREEWAY" PARCEL NO. 79711-1 SHOWN ON THE CALTRANS SR 11-287 SURVEY REPORT DATED DECEMBER 14, 2011; THENCE SOUTH 32°07'43" EAST ALONG SAID WESTERLY LINE, 379.78 FEET; THENCE SOUTH 25°43'33" EAST ALONG SAID WESTERLY LINE, 58.15 FEET TO THE **TRUE POINT OF BEGINNING** AT THE INTERSECTION WITH THE SOUTHERLY LINE OF A PARCEL OF LAND DESIGNATED AS A DRILLSITE PURSUANT TO A LEASE ISSUED TO TOM H. DOWLEN ON OCTOBER 18, 1963 AND ASSIGNED TO GULF OIL CORPORATION OF CALIFORNIA ON JANUARY 24, 1964, SAID PARCEL ORIGINALLY OPERATED BY OCCIDENTAL PETROLEUM CORPORATION AND CURRENTLY OPERATED BY BREITBURN ENERGY; THENCE CONTINUE SOUTH 25°43'33" EAST ALONG SAID WESTERLY LINE, 117.94 FEET; THENCE LEAVING SAID WESTERLY LINE OF THE "LICENSE TO OPERATE FREEWAY" PARCEL NO. 79711-1, SOUTH 46°48'39" WEST, 317.94 FEET; THENCE NORTH 44°15'12" WEST, 69.34 FEET; THENCE NORTH 11°30'44" EAST, 31.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 263.00 FEET AND A CENTRAL ANGLE OF 18°05'24"; THENCE NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 83.04 FEET; THENCE LEAVING SAID CURVE ON A NON-TANGENTIAL LINE NORTH 49°15'41" EAST, 60.60 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID DRILL SITE CURRENTLY OPERATED BY BREITBURN ENERGY; THENCE SOUTH 43°36'35" EAST ALONG SAID WESTERLY LINE, 30.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID DRILL SITE; THENCE NORTH 46°48'39" EAST ALONG THE SOUTHERLY LINE OF SAID DRILL SITE, 209.34 FEET TO THE **SAID POINT OF BEGINNING**.

TOGETHER WITH THE RIGHT TO USE THE SURFACE LOCATION REPLACEMENT DRILL SITE FOR THE PURPOSE OF DRILLING AND BORING FOR OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES, UNDER SAID LEASE OR ANY OTHER LANDS, TOGETHER WITH ALL RIGHTS AND PRIVILEGES NECESSARY AND PROPERLY INCIDENT THERETO, INCLUDING THE RIGHT TO COMPLETE, RECOMPLETE, MAINTAIN, OPERATE, DEEPEN, REDRILL AND/OR REPAIR ANY AND ALL WELLS DRILLED ON THE SURFACE LOCATION REPLACEMENT DRILL SITE, THE RIGHT TO PRODUCE WATER FROM SURFACE LOCATION REPLACEMENT DRILL SITE AND USE THE WATER SO PRODUCED IN CONNECTION WITH THE PRODUCTION AND DEVELOPMENT OF OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES, THE RIGHT TO INJECT WATER, OTHER FLUIDS AND/OR GAS INTO THE SUBSURFACE STRATA, AND THE RIGHT TO CONSTRUCT, MAINTAIN, USE AND REMOVE SUCH TANKS, BUILDINGS, APPLIANCES, MACHINERY, FIXTURES AND APPURTENANCES AS MAY BE REASONABLY NECESSARY IN CARRYING ON SUCH OPERATIONS, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND USE OVER, THROUGH, AND ACROSS THE SURFACE LOCATION REPLACEMENT DRILL SITE, AND TO REMOVE THEREFROM SUCH TELEPHONE, TELEGRAPH OR ELECTRIC LINES, PIPE LINES, ROADWAYS AND OTHER STRUCTURES AS MAY BE NECESSARY IN CONNECTION WITH THE DEVELOPMENT OF OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES UNDER SAID LEASE AND UNDER ANY OTHER LANDS.



Attachment C
(Description and Depiction of the 8" Water Pipeline To
Support the Lessee's Activities At the Replacement Drill Site)

Gulf Oil Corporation of California

UNIVERSAL PRODUCT OIL DIVISION

December 16, 1964

1801 Avenue of the Stars
Los Angeles 67, California

Mr. Harold M. Engle
Director, Veterans Administration
Center
Wilshire and Sawtelle Boulevards
Los Angeles 25, California

Re: United States Oil and Gas Lease
Los Angeles 0138300

Dear Mr. Engle:

Reference is made to the above subject lease affecting the Veterans Administration Center, the lessee's interests under which lease are now held by Gulf Oil Corporation of California.

As an incident to drilling and other operations under said lease it is necessary that we provide for water and gas on the drillsite area located near Sepulveda Boulevard and Constitution Avenue. We propose to make a water connection for water north of the drillsite area near Waterford Avenue and a water connection for gas south of the drillsite area in the Center's service area. Water and gas will be piped to the drillsite by three (3") inch lines located within the Center adjacent to the westerly boundary of the San Diego Freeway.

There is attached hereto a plat showing the general location of the meter connections and the water and gas lines which we propose to install within the Center provided such installations are approved by you.

Gulf will, of course, make connections and install the lines at its sole cost, risk and expense and will hold the Veterans Administration free and harmless of and from any and all claims, costs, liabilities and damages arising out of or in connection with the installation and use of such facilities.

In the event the foregoing is acceptable and as evidence of your consent thereto, will you kindly so indicate on the duplicate copy of this letter as therein provided and return the same to us.

Yours very truly,

DE/a

ACCEPTED AND APPROVED

THIS 17 day of

DECEMBER 1964

VETERANS ADMINISTRATION



H. MARTIN ENGLE, D.D.
Director

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