

Attachment "D"

Repair and Maintenance Responsibilities Building 207

- Sharing Partner and GLAHS agree to maintain a high standard with regard to repairs, maintenance and safety in Building 207, per the list below:

<i>TSA Responsibility</i> (including costs)	<i>VA Responsibility</i> (including costs)
Repairs to, and replacement of, interior appliances, furniture and equipment such as: - A/Cs (stand-alone units) - drinking fountains - ice machines - refrigerators - stoves including exhaust fans - washers/dryers/dishwashers - garbage disposals - cabinets - lamps - beds - tables/chairs - pianos - fans (stand-alone units) - heaters (stand-alone units) - microwaves and other small appliances - computers (See * items on VA side)	Repairs to, or replacement of electrical systems and equipment , such as: - embedded heating/cooling system & parts > compressors, wiring, etc. - thermostats connected to imbedded systems - embedded electrical systems (auto doors, etc.) - breaker boxes - breaker switches (except "simple trips") - electrical circuits - exterior lighting (flood lights, etc.) - emergency lighting – exits, alarms, etc. - building power outage - exposed wires inside walls, ceilings - *electrical outlets - *built-in ceiling, exhaust and wall fans/vents - *built-in wall heaters/radiators - *built-in lighting systems/fixtures - *wall light switches (* complex repair only)
Leaks from interior appliances and equipment: - examples above and below	Leaks in and from walls, ceilings, and exterior: - examples above and below
Repairs to, or replacement/mounting of, interior plumbing and equipment such as: - sinks - faucets - toilets and seats - urinals - int. pipes, valves, drains (including "snake-outs") - mirrors - air dryers - shower rods, tiles, grout, heads/fixtures - waterproofing, seals - paper products holders - soap dispensers, other dispensers	Repairs to, or replacement/mounting of, in-wall or exterior plumbing repair such as: - water pressure in building - steam heat system - building sewer main - water pipes - sewer pipes - water heater - ext. building faucets and drains (including patio) - flooding from ext. environmental conditions
Interior painting - all	Exterior painting - all
Surface mold such as on: - grout/shower tiles - carpet	In-wall or in-ceiling mold or asbestos (Except for mold caused by leaks from TSA's interior space, such as from toilet valves, etc.)

Attachment "D" (continued)	
<p>Repairs to, or replacement/mounting/re-setting of, interior items such as:</p> <ul style="list-style-type: none"> - ceiling tiles (unless caused by in-ceiling leak) - floor tiles - cabinets - carpet - interior doors (all parts except locks?) <ul style="list-style-type: none"> >knobs, closers, handles, stops, hinges, latches - lockers (including keys and locks) - cabinet/furniture keys - lamps - fire extinguishers - electrical cords to/from appliances - int. lighting, ballast, light bulbs (non-emergency lights) - windows, frames (damaged by patients or staff) - window screens - window locks, brackets, plates - windows stuck - baseboards - curtains/drapes - benches - handrails - vending machines - bulletin boards, pictures 	<p>Repairs to, or replacement/mounting/re-setting of, interior items such as:</p> <ul style="list-style-type: none"> - fire doors - fire pumps/building sprinkler system (and testing) - life safety equipment - stairwell doors - smoke detectors - fire alarms - exit doors - panic bar - door locks (all key locks, dead bolt locks) - door keys (all) - elevators - ceiling tiles (if caused by in-ceiling leak) - holes in ceiling (unless caused by patients/staff) - suspension ceiling - windows broken (if caused by exterior source)
<p>Repairs/maintenance necessitated by patient/staff actions, normal wear and tear such as:</p> <ul style="list-style-type: none"> - dents, holes in walls (plastering and painting) - fire damage - local overflows, flooding - local clogs - antennas - int. insect control 	<p>Repairs to, and maintenance of, exterior items such as:</p> <ul style="list-style-type: none"> - roof - asphalt - benches and tables - fencing - antennas - lawn sprinklers, hoses - ext. grounds - ext. insect control - ext. lighting - dumpsters - canopy/thin metal awnings, if part of building - ext. door keys.
<p>Calibration of medical equipment such as:</p> <ul style="list-style-type: none"> - Breathalyzers - Intoximeters - Scales 	<p>Safety checks re equipment such as:</p> <ul style="list-style-type: none"> - VA-owned biomedical equipment - electrical devices within patient care areas
<p>Preventive maintenance of appliances, equipment and interior structure</p> <ul style="list-style-type: none"> - examples above 	<p>Mandated preventive maintenance inspections (PMIs) per VA regulations</p>
<p>Disconnection, removal or moving of int. items</p> <ul style="list-style-type: none"> - examples above 	

Attachment "E"
Sharing Partner's Ten-Year Plan for Improvement

Attachment "F"

Capital Improvement Amortization Schedule

The actual costs of the Capital Improvements will be amortized at an annual rate of $1/10^{\text{th}}$ of such costs per year for each of the first five (5) years after completion of construction ~~thereof~~ and thereafter at an annual rate of $1/30^{\text{th}}$ of such actual costs. The costs of capital improvements shall include all costs of design and construction, fees, and related work comprising the costs of developing and improving the shared property.

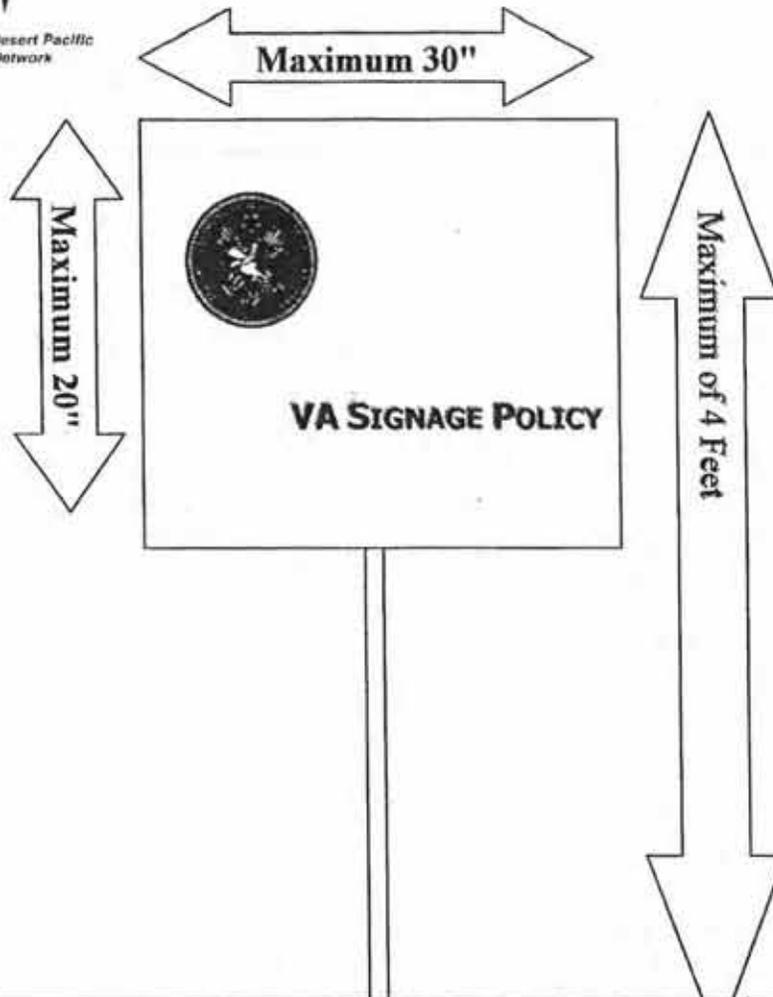
**VA GREATER LOS ANGELES
HEALTHCARE SYSTEM**



*A Division of VA Desert Pacific
Healthcare Network*

Attachment "G"

Sign Posting for Special Events



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

Banners shall be 60" x 204".

Event signage shall flank any existing DVA sign by at least 24 inches. Never place event signage in front of any existing DVA signs! NEVER ATTACH SIGNS TO VA FENCING!

Signage shall be placed on freestanding poles or imbedded in concrete supports.

All signage and/or banners shall be removed immediately following the event.

Attachment H: Motor Vehicle Traffic and Parking Policy

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

GLA POLICY

MAY 2004

00-10A-07B-03

1. **PURPOSE:** The purpose of this policy is to establish a policy governing parking, traffic control and regulations on VA Greater Los Angeles Healthcare System (GLA) grounds.
2. **POLICY:** It is the policy of GLA to provide parking space for patients, visitors, volunteers, and employees within the criteria established by the Department of Veteran Affairs (VA) and consistent with the mission of GLA. Also, it is the policy to establish control and traffic regulations applicable to motor vehicles operated on GLA property. All motor vehicles operated on GLA property must comply with all posted regulations and this Policy. Motor vehicles owned and operated by VA employees on GLA grounds must be registered with the VA Police Service within 24 hours after reporting for duty. The VA is not responsible for damage, theft, etc., to automobiles parked on the grounds. To encourage carpooling as part of a national effort in energy conservation, and the most effective use of motor vehicles, GLA has provided a number of parking areas specifically designated for carpool parking. Operators of all vehicles on the grounds will drive their vehicles in such a manner as to protect all persons and property from damage.
3. **DEFINITIONS:**
 - A. Proprietary jurisdiction is the term applied in those instances wherein the Federal Government has acquired some right or title in an area in a State, but has not obtained any measure of the State's authority over the area. In this instance, the State has sole criminal jurisdiction except for all violations of Federal statutes. GLA Community Based Outpatient Clinics fall under proprietary jurisdiction.
 - B. Concurrent jurisdiction is the term applied in those instances wherein the Federal Government has acquired some right or title in an area in a State, and the State has reserved to itself the right to jointly exercise authority with the Federal Government. Specific circumstances of each case and local arrangements determine which entity enforces the law. West Los Angeles Healthcare Center, Los Angeles Ambulatory Care Center, and Sepulveda Ambulatory Care Center and Nursing Home fall under concurrent jurisdiction.

4. RESPONSIBILITIES:

A. Chief, VA Police Service:

(1) Develop traffic, parking control and vehicle registration system for the facility. The VA Police will issue vehicle registration decals and enforce traffic and parking regulations.

(2) Will ensure roadways and parking areas are posted with signs clearly designating speed limits, time limits, reserved/restricted spaces, and enforcement methods in use.

B. Associate Director, Primary and Ambulatory Care Service will instruct prospective inpatients to the Nursing Home Care Unit and Inpatient Care Wards that there is no on station long-term parking. If, at any time, a patient must leave his/her vehicle overnight on the grounds during his/her stay at the facility, or subsequent transfer to another VA facility, the patient may be advised to park the vehicle in a specific parking lot. VA Police may assist in moving the vehicle to that lot. In the event of a scheduled transfer to another VA facility, every effort will be made to have the patient relocate the vehicle to the receiving facility or off VA property.

C. Chief, Human Resources Management (HR) will inform new employees where and how to register their vehicles(s).

D. Directors of their respective facilities, with the assistance of the Chief, VA Police Service, will ensure compliance with this policy to the extent it is applicable to that facility.

E. Department Chiefs will encourage employees to register their vehicles with the VA Police and display the decal in conformance with policy and will ensure their employees are familiar with the requirements of this policy.

F. Employees shall conform to the posted restrictive signs on the grounds and to the regulations (VAR 1.218) posted in the lobbies of all main facility buildings.

G. Employee Ridesharing Committee Chairperson will maintain a list of rideshare employees and will issue car/van pool decals accordingly.

5. PROCEDURES:

A. ENFORCEMENT:

(1) The VA Police is empowered to enforce State and Federal laws, and applicable VA Regulations, CFR 1.218, concerning the operation and parking of motor vehicles on government property.

(2) Except for parking of vehicles in designated fire lanes, emergency vehicle areas and other essential lanes, a "Courtesy Violation Notice" (if vehicle is

registered with GLA) will be issued for the first and second offense within a one-year period which conforms to the AFGE Union Agreement. Unregistered vehicles are not protected by this (AFGE Union) clause, and the Police Officer's discretion will prevail. A "U.S. District Court Violation Notice" will be issued for third and subsequent offenses, with appropriate fines.

(3) Information relevant to the issuance of courtesy citations will be forwarded to the appropriate Department for their action.

(4) Counseling letters may be issued through Department Chiefs for their employees who violate traffic and parking regulations.

(5) Persons failing to comply with verbal instructions given by a VA Police Officer will be subject to issuance of a "U.S. District Court Violation Notice".

(6) Any person receiving a "Courtesy Violation Notice" or a "U.S. District Court Violation Notice" is required to comply with the instructions contained on the citation, at the time of issuance.

(7) Specific traffic offenses committed at GLA facilities that require mandatory appearances before the U.S. Magistrate are subject to legal enforcement as prescribed by law.

(8) Any other violation of posted parking restrictions or moving violations, which are in contradiction with the GLA Policy, as provided in the enabling legislation passed by the Congress of the United States and signed by the President, will result in the issuance of a "U.S. District Court Violation Notice".

(9) All vehicles parked illegally, or for more than 24 hours on GLA grounds, are subject to removal by towing and all costs will be the responsibility of the owner or driver of the motor vehicle.

(10) The enforcement of parking regulations will be consistent.

B. REGISTRATION:

(1) All privately owned motor vehicles and motorcycles belonging to GLA personnel, and to persons occupying consulting positions within GLA, will be registered through the VA Police Service.

(2) Request for cardkeys and/or decals for personnel authorized for consideration of restricted area(s) will be submitted by memorandum, through their respective Department Chief, to the Chief of Police for recommended approval or disapproval.

(3) Upon issuance, the decal will be displayed on the right rear bumper or window of the vehicle, or front fender of the motorcycle for those vehicles registered at the West Los Angeles Healthcare Center. The decal will be displayed on the left front

window of vehicles registered at Sepulveda Ambulatory Care Center. The decal will be displayed on the left rear window of the vehicle for those vehicles registered at Los Angeles Ambulatory Care Center. The decal must be visible at all times. Failure to properly display the decal may result in that vehicle being barred from GLA property.

(4) Changes in vehicles or license plates require re-registration with VA Police Service.

(5) GLA decals are the property of GLA. Return of decal and cardkey is required prior to termination of employment when clearing from GLA.

(6) HR is responsible for providing new employees with instructions and procedures for registering their vehicle(s) and directions to the different parking locations for employees.

(7) Registration is accomplished by completing VA Form 10-6196, Privately Owned Motor Vehicle Registration, with VA Police during normal administrative hours.

(8) Parking decals are the same in appearance at West Los Angeles Healthcare Center, Sepulveda Ambulatory Care Center, and the Los Angeles Ambulatory Care Center.

C. SITE SPECIFIC PARKING: Site specific parking regulations will be included in Attachment A for the West Los Angeles Healthcare Center, Attachment B for Sepulveda Ambulatory Care Center, and Attachment C for Los Angeles Ambulatory Care Center.

D. POSTED AREAS (HANDICAP, GOVERNMENT VEHICLES AND DIALYSIS):

(1) Unauthorized parking in posted areas is prohibited. Unauthorized employees in these areas will be subject to appropriate citations.

(2) Repeat violators of established parking policy may be denied the privilege of having a vehicle on the grounds or vehicles may be towed by private contractor and stored at the owner's expense.

E. REGULATIONS:

(1) Temporary permits shall be issued by the Chief, VA Police Service or designee, not to exceed one (1) day, to those who have extenuating circumstances and are issued on a case-by-case basis.

(2) Parking is permitted in designated parking lots only. Parking in roadways, fire lanes, ambulance entrances, crosswalks, yellow and red-curbed areas, grassy areas, receiving/delivery/loading areas, etc., is prohibited. Only a VA Police Officer has the authority to park a motor vehicle in these areas.

(3) Motor vehicles operated on GLA grounds must have a current valid state registration and license plates.

(4) Drivers operating motor vehicles or bicycles on Government property are responsible for operating in a safe manner and observing the GLA traffic regulations and the "Rules of the Road", State of California motor vehicle laws.

(5) All unattended motor vehicles and bicycles on this property must be locked.

F. ACCIDENTS:

(1) All accidents involving motor vehicles operated on GLA grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to the VA Police Service.

(2) The VA assumes no responsibility for accidents occurring on Medical Center grounds between privately owned motor vehicles; however, such accidents should be reported to the VA Police Service.

G. CARPOOL:

(1) A carpool consists of two (2) or more GLA employees who work a similar tour of duty, and ride together at least three (3) to five (5) consecutive days each week (approved leave excluded). All carpool requests must be approved by the Chief, VA Police Service or by his/her designee.

(2) Employees, once authorized to participate in the carpool program, must obtain from the VA Police Service, a special decal that must be displayed on the vehicle. Employee(s) must also possess and display on the vehicle the required GLA vehicle decal.

(3) The employees are required to complete the carpool registration forms annually. These forms may be obtained through the carpool coordinator, located at the VA Police Service office.

(4) The driver will provide a listing of all employees (two or more) who are a part of that particular carpool group, including the number of vehicles to be used to carpool.

(5) The Chief, VA Police Service or designee will determine when the parking space is no longer needed.

(6) If all the carpool participants are absent, the driver **must** park in the regular employees' parking lot.

(7) Carpool parking at Los Angeles Ambulatory Care Center will be addressed in Attachment C.

H. HANDICAP PARKING:

(1) Handicapped persons are defined as those so severely handicapped as to require parking in areas to afford barrier free paths to treatment facilities or the employees' work locations. Employees eligible for "temporary" reserved handicap parking include:

- (a) Those confined to wheelchairs.
- (b) Single or double-lower limb amputees.
- (c) Those with lower limb impairments, which require the use of assist or devices for ambulation.
- (d) Those with medical conditions that severely restrict ambulation.

(2) Any handicapped employee (as defined in paragraphs 1, a, b, c, and d above, who desires reserved parking privileges in a handicap area must meet all required criteria, along with a medical justification from their attending physician. They must then present themselves to the VA Police Service and, if approved, a temporary permit for thirty (30) days will be authorized. If the disability should continue past thirty (30) days, it is incumbent upon the employee to apply for a State of California Handicap placard.

(3) Handicapped parking spaces will be allocated according to VHA Headquarters mandates and will be located closest to treatment areas and employees' work sites accordingly. Under state law, handicapped parking spaces cannot be reserved for a specific category of person, (i.e., employee). Handicapped placards must be predominately displayed within the vehicle.

I. CONTRACTORS/SUBCONTRACTORS:

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

(2) The contractor and subcontractor are issued a "Temporary Parking Authorization" permit from Engineering. This authorization is signed by the Chief, Police Service and expires when the job is completed.

(3) The "Temporary Parking Authorization" permit must be mounted on the front dashboard of the contractor/subcontractor's vehicle. The expiration date is noted on the permit.

J. PARKING OF CAMPERS, TRAILERS, AND MOTOR HOMES ON GLA CONTROLLED PROPERTY:

(1) VA Police Officers, when confronted with a request by a patient/visitor or an employee to park or sleep overnight in a trailer, camper, or motor home at GLA, will inform the requester that such parking is prohibited for safety and liability reasons, unless prior approval is received from the GLA Director or designee.

(2) VA Police Officers will also investigate all trailers, campers, or motor homes found parking on VA grounds after hours or on weekends/holidays. If found to be occupied, inhabitants will be asked to remove their vehicle from the grounds, and should be informed of this policy.

K. TRAFFIC CONTROL:

(1) All vehicles must be registered and operated in accordance with the State of California laws.

(2) All vehicle operators must possess a valid state operator's license and comply with the restrictions thereon.

(3) The speed limit on all GLA roads is 20 MPH at the West Los Angeles Healthcare Center and 15 MPH at the Sepulveda Ambulatory Care Center, unless otherwise posted, and 5 MPH in parking lots. For safety purposes, VA Police may use radar to monitor and enforce vehicle speed rules on station.

(4) Vehicles will be operated on paved roads only. (This does not apply to Government maintenance vehicles being operated in the performance of official duties).

(5) Vehicle operators must be continually on the alert for pedestrians, particularly patients, and be prepared to stop at any time.

6. REFERENCES:

A. MP-1, Part 1, Chapter 37

B. MP-1, Part 1, Chapter 34

C. MP-1, Part 1, Chapter 43

D. MP-1, Part 1, Chapter 2, Section B, Paragraph 16

E. Key Words: Parking Enforcement; Handicap Parking; Traffic Control

7. RESCISSION:

Corporate Policy 00-10A-132-03, dated December 1999, VA Greater Los Angeles Healthcare System.

8. REVIEW DATE: As needed and/or December 2007.

Charles M. Dorman, FACHE
Director

Date

ATTACHMENTS: 1

ATTACHMENT A

00-10A-07B-03

WEST LOS ANGELES HEALTHCARE CENTER, SITE SPECIFIC

1. GENERAL PARKING, NORTH OF WILSHIRE, West Los Angeles Healthcare Center:

A. Lots 7, 9, 16, 17, 20, 22, 23, 25, 26, 28, 35, 39 and 40 have been designated as employee parking lots.

B. Street parking prohibited except:

(1) Loading and unloading in front of Buildings 256, 257 and 210, loading dock area of Building 500, where it is posted Government parking. This area will be opened parking from 3:00 p.m. to 6:30 a.m. All other times will be for "Government Vehicle" parking only. Exception: All parking behind Buildings 300 and 500 loading dock areas will be enforced at all times.

(2) Vandergrift Avenue and Bonsall Avenue: Parking will be allowed between the hours of 3:00 p.m. to 8:00 a.m., Monday through Friday, and all day Saturdays, Sundays, and holidays.

2. GENERAL PARKING, SOUTH OF WILSHIRE, West Los Angeles Healthcare Center:

A. Lots 2, 3, 6 and 6A have been designated as employee parking lots.

B. Parking lots 42 and 43: Employee parking prohibited during the hours of 8:00 a.m. to 3:00 p.m. Swing shift and graveyard personnel are authorized to park in these lots in non-designated stalls during the period of 3:00 p.m. to 8:00 a.m., and all day Saturdays, Sundays, and holidays.

II.F.4.
REVENUE REPORT

VA Greater Los Angeles Healthcare System
Asset Management Alternative Revenue Recurring Report
January 1, 2011 to September 1, 2012

<u>Name Account #</u>	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Terms</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
The Salvation Army - B207							6,354.40
V691S-5271	Payment	1/6/2011	33182			6,354.40	0.00
V691S-5271	Invoice	3/1/2011	K907NZE-8	April	6,354.40		6,354.40
V691S-5271	Payment	3/23/2011	34191			6,354.40	0.00
V691S-5271	Invoice	6/1/2011	K907NZE-9	July	6,354.40		6,354.40
V691S-5271	Payment	6/22/2011	35495			6,354.40	0.00
V691S-5271	Invoice	8/29/2011	K907NZE-10	October	6,354.40		6,354.40
V691S-5271	Payment	9/29/2011	36723			6,354.40	0.00
V691S-5271	Invoice	12/1/2011	K907NZE-11	January	4,423.40		4,423.40
V691S-5271	Payment	1/10/2012	38140			4,423.40	0.00
Total The Salvation Army - B207					23,486.60	29,841.00	0.00

II.G.
TWENTIETH CENTURY FOX
TELEVISION

II.G.1.
PROPOSAL DOCUMENTS

Greater Los Angeles Healthcare System
Parking and Storage Enhanced Resources Sharing Agreement
Facility: 691 VISN 22

1. **The resource to be sold/shared**

The resource to be shared is located on the Constitution Avenue perimeter in the industrial yard of the West LA campus of the VA Greater Los Angeles Healthcare Center (GLAHS), 11301 Wilshire Boulevard, Los Angeles, CA 90073. This industrial yard resource to be shared is approximately 69,000 square feet in size, and is situated behind the existing oil drilling site that has occupied the space for several decades. The space will be used for parking, storage and maintenance of production sets. The lot is currently in need of maintenance in order for it to be used. The Sharing Partner intends to make improvements to the lot including the construction of a single story 40,000 sq ft temporary, aesthetically pleasing, and clean lined steel structure on the lot. This new temporary structure would improve the property physically and visually. The area under consideration is not controversial and will not impact the neighborhood as it is located about 1/3 of a mile away from the Brentwood residential neighborhood. This use fits in well with the area; already existing between the neighborhood and the proposed site are several parking lots, the medical center police station, the oil well, and a recycling center. In addition to the benefit of a significant amount of revenue for the medical center, veterans will also benefit through employment opportunities, as the sharing partner is interested in employing several veterans as guards for the site.

This proposal has been reviewed and endorsed by VISN 22, regional counsel, and GLAHS's executive team.

2. **Name of the sharing partner**

The name of the sharing partner is Twentieth Century Fox Television.

3. **Term of the agreement**

The term of the agreement is recommended for 10 years with a 10-year option for renewal.

4. **Costing methodology or basis of rate reimbursement**

The basis for reimbursement is an average of market rate costs for similar types of space. In addition, the sharing partner will be improving the site from its current condition and providing employment opportunities for veterans. This resource will be used by the Sharing Partner for parking, maintenance, and storage. The

Greater Los Angeles Healthcare System
Parking and Storage Enhanced Resources Sharing Agreement
Facility: 691 VISN 22

lot will include an approximately 40,000 sq ft. temporary steel structure for storage and maintenance purposes and the structure will remain the property of the sharing partner and be removed upon completion of the contract.

5. **The current market rate in the private sector for comparable space**

The market rate for similar industrial yard space averages \$0.50 per square foot.

6. **Net usable acreage being shared**

69,000 square feet.

7. **Will the proposal cover all operating costs?**

Yes, the proposal will cover all operating costs. All utility and maintenance costs will be the expense of the Sharing Partner.

8. **Are we charging market rate for the space?**

We are charging market rate. Fox will pay \$0.50 per square foot of industrial yard space. This will total approximately \$414,000 for the first year of the agreement, and will be adjusted for inflation through the contract duration.

9. **What are the annual operating costs (utilities and maintenance) for this space?**

Currently there are no utility and maintenance costs for this space because of its limited use for parking. All costs related to operating and maintaining the space used by the Sharing Partner will be borne by the Sharing Partner.

10. **What are the total net revenues for each year of and for the life of the proposal?**

Total net revenues for the first year of occupancy will be approximately \$414,000. Over 10 years, this proposal will generate approximately \$4.6 million dollars in revenue for GLAHS.

11. **What inflation factor is built into the charge for the space?**

The square footage price will be adjusted at 3% biannually.

Greater Los Angeles Healthcare System
Parking and Storage Enhanced Resources Sharing Agreement
Facility: 691 VISN 22

12. **Specify and quantify what dollar and/or other VA outlays (e.g., construction/renovation, utilities, telephones, etc.) are involved in this proposal?**

There are no VA outlays involved in this proposal. If the Sharing Partner wishes to make any modifications to the lot, it must obtain written permission from the medical center.

13. **What is the CARES potential impact or long term plan for this space?**

The agreement will include a Termination for Convenience clause which allows GLA to terminate should CARES options create the need for that particular property. This lot is located in the industrial yard next to the oil drilling site, which has been on the site for several decades, and is not likely to be impacted by the CARES process. There is no reason to believe that this project would be controversial from the perspective of the neighbors, as the location is situated approximately 1/3 of a mile away from the Brentwood residential neighborhood (Brentwood Glen), and there are no other abutting neighborhoods to the industrial yard. In fact, the attorney from Fox that we have been speaking with lives in Brentwood Glen herself. This use fits in well with the area; already existing between the neighborhood and the proposed site are several parking lots, the medical center police station, the oil well, and a recycling center. Moreover, the appearance of the industrial yard will only be improved. The temporary one story (interior clear height of about 15 feet) steel structure that will be constructed will be aesthetically pleasing and a marked improvement from the current look of the site. In addition, the sharing partner would construct a covered fence shielding the site from passersby.

14. **How will current, not potential future, veterans benefit from this proposed agreement?**

First, veterans will benefit from this proposed agreement because it will provide significant revenue generation while simultaneously improving the look of the industrial yard grounds. Second, Fox has offered to employ several veterans as guards for the facility.

15. **How will security of the space and personnel be handled?**

The West Los Angeles VA Medical center is patrolled 24 hours a day by the VA GLAHS police and security force to ensure the safety of the tenants, patients and employees. The Sharing Partner will also provide additional security of its own.

Greater Los Angeles Healthcare System
Parking and Storage Enhanced Resources Sharing Agreement
Facility: 691 VISN 22

If incidents occur that require GLA involvement, the cost of addressing those incidents will be passed on to the Sharing Partner.

16. **Will this agreement require the partner to comply with all applicable VHA & VA codes, including handicapped accessibility?**

Yes,

II.G.2.
AGENCY REVIEW DOCUMENTS

Steinberg, Katherine A

From: Achen, Alan
Sent: Thursday, May 04, 2006 11:33 AM
To: Steinberg, Katherine A; Geffner, Patricia
Cc: Tillman, Ralph D
Subject: RE: Parking Lot Sharing Agreement with Westside Services

Sounds good.

Alan K. Achen
Counselor to the Regional Counsel
310-██████████ Main number 310-268-3800
310-268-4596 fax

"Lawyers spend a great deal of
... their time shoveling smoke."
Oliver Wendell Holmes

From: Steinberg, Katherine A
Sent: Thursday, May 04, 2006 11:19 AM
To: Achen, Alan; Geffner, Patricia
Cc: Tillman, Ralph D
Subject: RE: Parking Lot Sharing Agreement with Westside Services

Hi Alan,

Attorney-Client



From: Achen, Alan
Sent: Thursday, May 04, 2006 11:11 AM
To: Steinberg, Katherine A; Geffner, Patricia
Cc: Tillman, Ralph D
Subject: RE: Parking Lot Sharing Agreement with Westside Services

Attorney-Client



Alan K. Achen
Counselor to the Regional Counsel
310-██████████ Main number 310-268-3800
310-268-4596 fax

"Lawyers spend a great deal of
... their time shoveling smoke."
Oliver Wendell Holmes

From: Steinberg, Katherine A
Sent: Thursday, May 04, 2006 9:36 AM

To: Achen, Alan; Geffner, Patricia
Cc: Tillman, Ralph D
Subject: Parking Lot Sharing Agreement with Westside Services
Importance: High

Hello,

Westside Services intends to rent out a 69,000 sq ft parking lot in our industrial yard for parking, maintenance, and storage to Fox Television. The lot will include an approximately 40,000 sq ft. temporary steel structure for storage and maintenance purposes and the structure will remain the property of Fox and be removed upon completion of the contract. This is an exciting deal that could bring in significant alternative revenue to the medical center. I just want to verify your office's concurrence on the scope of the project.

Thank you for your input,
Katherine

Katherine Steinberg Bluth

Associate Chief of Asset Management

Department of Veterans Affairs

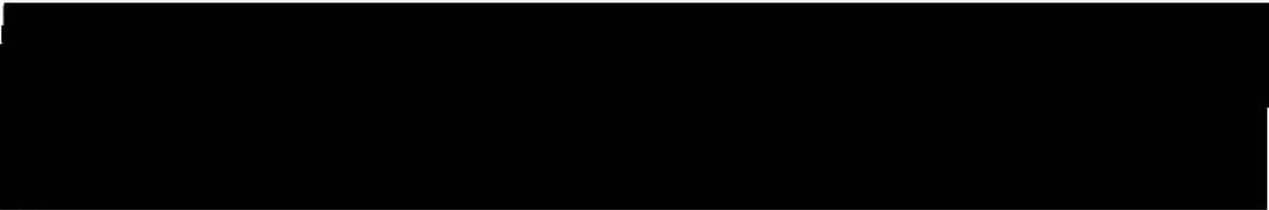
Greater Los Angeles Healthcare System

Office: (310) 478-3711 [REDACTED]

Mobile: (310) 218-2956

Steinberg, Katherine A

From: Achen, Alan
Sent: Tuesday, May 09, 2006 2:02 PM
To: Steinberg, Katherine A; Fallen, Barbara; Geffner, Patricia
Cc: Tillman, Ralph D; Dorman, Charles M.
Subject: RE: Sharing of Space Concept Paper

Fine. 

Alan K. Achen
Counselor to the Regional Counsel
310-; Main number 310-268-3800
310-268-4596 fax

"Lawyers spend a great deal of
... their time shoveling smoke."
Oliver Wendell Holmes

From: Steinberg, Katherine A
Sent: Monday, May 08, 2006 9:17 AM
To: Fallen, Barbara; Achen, Alan; Geffner, Patricia
Cc: Tillman, Ralph D; Dorman, Charles M.
Subject: Sharing of Space Concept Paper

Asset Management plans to send the attached concept paper to the VACO sharing office for rapid response review. We would appreciate any input you have on this proposal so that we can incorporate it into the final document to send to VACO for concept approval.
Thank you for your help,
Katherine

Katherine Steinberg Bluth
Associate Chief of Asset Management
Department of Veterans Affairs
Greater Los Angeles Healthcare System
Office: (310) 478-3711-
Mobile: (310) 

Boehm, Shoshana

From: Boehm, Shoshana
Sent: Tuesday, January 30, 2007 1:06 PM
To: Boehm, Shoshana
Subject: FW: Sharing of Space VACO Legal Review

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

From: Adams, Joan (VHACO)
Sent: Friday, June 02, 2006 9:30 AM
To: Steinberg, Katherine A
Subject: Re: Sharing of Space VACO Legal Review

As soon as I get in - I am enroute and arriving a bit late today.
Joan Adams (via blackberry)

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

From: Steinberg, Katherine A
To: Adams, Joan (VHACO)
CC: Tillman, Ralph D
Sent: Thu Jun 01 12:55:21 2006
Subject: Sharing of Space VACO Legal Review

Hi Joan,

Thank you for approving this sharing of space agreement with Twentieth Century Fox Television. Attached please find a copy of the sharing agreement for VA Central Office legal and technical review along with a copy of the Concept Proposal that your team approved. Both GLA and our sharing partner are interested in moving this forward as fast as possible, so any help you can provide on that account would be greatly appreciated. I am sending this to you now, but please let me know if there is anyone else I need to send it too directly for a technical and legal review of the sharing agreement or if you will be forwarding the documents to all the appropriate parties.
Thank you for everything,
Katherine

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

From: Adams, Joan (VHACO)
Sent: Friday, May 26, 2006 9:08 AM
To: Steinberg, Katherine A
Subject: RE: Rapid Response Request

Congratulations,

You are authorized to proceed. Be sure this is entered into the Capital Asset Inventory database....

Joan Adams
VHA's CAMPS Office (10NR)
202-██████████

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

From: Steinberg, Katherine A
Sent: Thursday, May 25, 2006 4:56 PM
To: Adams, Joan (VHACO)
Subject: RE: Rapid Response Request

Thanks so much!

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

From: Adams, Joan (VHACO)

Sent: Thursday, May 25, 2006 1:54 PM
To: Steinberg, Katherine A
Subject: Re: Rapid Response Request

I will call him - otherwise I will make a command decision tomorrow.
Joan Adams (via blackberry)

-----Original Message-----
From: Steinberg, Katherine A
To: Adams, Joan (VHACO)
Sent: Thu May 25 15:34:04 2006
Subject: RE: Rapid Response Request

Hi Joan,

Has there been any additional news from the third person on the RRT reviewing the concept proposal from the Greater Los Angeles Medical Center for a parking and storage agreement?

Thanks for the update,

Katherine

From: Adams, Joan (VHACO)
Sent: Tuesday, May 23, 2006 8:50 AM
To: Steinberg, Katherine A
Subject: RE: Rapid Response Request

I believe this is the authentic version....

Joan Adams
VHA's CAMPS Office (10NR)
202-██████████

From: Steinberg, Katherine A
Sent: Tuesday, May 16, 2006 1:04 PM
To: Adams, Joan (VHACO)
Cc: Dorman, Charles M.; Tillman, Ralph D; Geffner, Patricia; Achen, Alan; Will, Suzanne; Fallen, Barbara
Subject: FW: Rapid Response Request

It has come to my attention that this message did not reach all of the recipients when it was originally sent. Please let me know if you have any questions.

Thanks,

Katherine

From: Steinberg, Katherine A
Sent: Wednesday, May 10, 2006 10:42 AM
To: Adams, Joan (VHACO)

Cc: Dorman, Charles M.; Tillman, Ralph D; Geffner, Patricia; Achen, Alan; Will, Suzanne;
Fallen, Barbara
Subject: Rapid Response Request

Hi Joan,

Attached please find a concept proposal for a parking and storage sharing of space agreement for your rapid response team to review. We look forward to your reply. Please let me know if I can provide any additional information or clarification regarding this proposal.

Thank you for your consideration,

Katherine

Katherine Steinberg Bluth

Associate Chief of Asset Management

Department of Veterans Affairs

Greater Los Angeles Healthcare System

Office: (310) 478-3711 [REDACTED]

Steinberg, Katherine A

From: Steinberg, Katherine A
Sent: Friday, June 30, 2006 12:11 PM
To: 'Robertson, William'
Cc: Markley Lumpkins; Givens, Kelly; Boehm, Shoshana; Jim Sharp; Tillman, Ralph D; Showalter, Carol
Subject: RE: Fox VA Site & Building Layout 2 of 2
Attachments: Enhanced Resources Sharing of Space Agreement 6.30.06.doc

Hi William and Kelly,

I received a message from Jeff Winkler at Breitburn further explaining their setback needs (please see the message below). I think you will be pleased with what they are looking for. Also, I have attached an updated contract. The main changes include adjustment to square footage (of course that still may change), adjustment to the utilities section per my conversation with Kelly yesterday, adjustments to the use section to include the K-rail, and the addition of Attachment B regarding DVA setbacks and Breitburn setbacks and access. Since today is my last day, please contact Shana with any questions.

All the best,
Katherine

From: Jeff Winkler [mailto:jwinkler@breitburn.com]
Sent: Thursday, June 29, 2006 5:28 PM
To: Steinberg, Katherine A; William Weldon; Tillman, Ralph D
Cc: Boehm, Shoshana
Subject: RE: Fox VA Site & Building

Katherine, our pipelines have been marked and clearly identified. They appear to be ~6 ft from the fence line. In our past conversation we stated we wanted to have 20 ft distance from the lines in which no improvements could be made as they could impede our ability to repair our line. In a good faith effort to work with all parties we will concede 5 ft. We will allow the improvements to be located within 15 ft of the most westerly pipeline if in the event of an occurrence the building owners and lessees will agree to work with us in good faith while we make necessary repairs. As for the southern portion of our property I would like to have a K-Rail type barrier at least 5 ft from our fence line as we do have petroleum pipelines above ground in the area.

From: Robertson, William [mailto:WRobertson@studley.com]
Sent: Wednesday, June 28, 2006 5:48 PM
To: Steinberg, Katherine A
Cc: Markley Lumpkins; Givens, Kelly; Boehm, Shoshana; Jim Sharp; Tillman, Ralph D
Subject: RE: Fox VA Site & Building Layout 2 of 2

Katherine,

I would like to go look at the staking tomorrow morning first thing. I don't think anyone else needs to be there. I just need to determine how significantly it will impact the current building layout assuming we keep the proposed building 20' feet from the Breitburn pipeline.

William Robertson
Director
Project Management Services

Studley
777 Figueroa St.
30th Floor.

Los Angeles, CA 90017
t 213. [REDACTED]
f 213. [REDACTED]
c 310. [REDACTED]

From: Steinberg, Katherine A [mailto:Katherine.Steinberg@va.gov]
Sent: Wednesday, June 28, 2006 5:43 PM
To: Robertson, William
Cc: Markley Lumpkins; Givens, Kelly; Boehm, Shoshana; Jim Sharp; Tillman, Ralph D
Subject: RE: Fox VA Site & Building Layout 2 of 2

Hi William,
Breitburn has informed me that they have staked off their needed setbacks, please let us know if you would like to schedule another visit to the campus.
Thanks,
Katherine

From: Robertson, William [mailto:WRobertson@studley.com]
Sent: Monday, June 26, 2006 12:46 PM
To: Steinberg, Katherine A
Cc: Markley Lumpkins; Givens, Kelly; Boehm, Shoshana; Jim Sharp; Tillman, Ralph D
Subject: RE: Fox VA Site & Building Layout 2 of 2

Thank you for your agenda and the clarifications below. I believe we will be able to work things out with Breitburn, and I know we can satisfy the more stringent of the two setback guidelines stated by your facility team below.

William Robertson
Director
Project Management Services

Studley

777 Figueroa St.
30th Floor
Los Angeles, CA 90017
t 213. [REDACTED]
f 213. [REDACTED]
c 310. [REDACTED]

From: Steinberg, Katherine A [mailto:Katherine.Steinberg@va.gov]
Sent: Monday, June 26, 2006 12:09 PM
To: Robertson, William
Cc: Markley Lumpkins; Givens, Kelly; Boehm, Shoshana; Jim Sharp; Tillman, Ralph D
Subject: RE: Fox VA Site & Building Layout 2 of 2

Hi William,
Hopefully our meeting today with Breitburn Energy will provide us with the final pieces of information we need to move this project forward. As we discussed last week, Breitburn was concerned with three areas:

- Ensuring a 20 foot set back for access to a major Breitburn pipeline along the 405 fence line - the specific location to be identified today
- Ensuring access to an emergency access gate near the auxiliary parking identified on your drawings - the specific location to be identified today
- Ensuring Fox does not have anything flammable in the storage containers on the western portion of the northern part of the Fox footprint as Breitburn has a flare approximately 15 feet from that

point on their property

Per our discussion it seems like we can work through each of these items. Breitburn engineers will be joining us at the site today at 1:30pm along with several of the VA's key Facilities folks. I look forward to seeing you there.

In addition, I received some more information from our Chief of Facilities today providing specifications for the relocation of the venting and underground storage tank. I think most of this we have already discussed but I wanted to pass it along to you in one e-mail.

GLA interprets the current editions of NFPA 1 (2006), NFPA 30 (2003) and NFPA 30A (2003), in the following way, relative to the Fox property line and any new buildings would have to be located:

- A minimum of ten (10) feet from the fuel dispensing pumps; **and**
- A minimum of five (5) feet from the nozzles of the fully extended fuel dispensing hoses; **and**
- A minimum of three (3) feet from any underground fuel storage tank.

According to NFPA 30 (2003), the vent pipes would have to be located:

- A minimum of 12 feet above grade; and
- A minimum of five (5) feet from building openings; and
- A minimum of 15 feet from powered ventilation air intake devices.

Whenever there is a conflict between GLA's and the City of Los Angeles' requirements, I'd recommend that the more restrictive of the two standards be met. We must go with our local enforcement agency (LEA) LA City FD which will supersede the general code requirement, as the city inspects us based their requirement.

Please let me know if you have any questions.

Thanks,
Katherine

From: Robertson, William [mailto:WRobertson@studley.com]
Sent: Tuesday, June 20, 2006 5:24 PM
To: Steinberg, Katherine A
Cc: Markley Lumpkins; Givens, Kelly; Boehm, Shoshana; Jim Sharp; Tillman, Ralph D
Subject: RE: Fox VA Site & Building Layout 2 of 2

Katherine,

As per our conversation a few minutes ago over the phone, to be proactive, you and I will perform the following changes to be ready for execution on Monday.

1. I will make the requested adjustments to the drawing notes immediately and will resend them via e-mail tomorrow afternoon.
2. You will modify and redistribute the sharing agreement to include the following:
 - a. your approval information from your e-mail below
 - b. An approval referencing the revised drawing dated 06.20.06 that I am making right now.
 - c. In the likely event that the oil folks to the north agree with our survey, and they have no stake on the triangular piece of land that we want for parking, please additionally adjust square footage written in the Sharing Agreement to aprox 72,000 square feet

We will stand by for verification from your oil drilling neighbor to the north that they have no issues with our boundaries, if they need clarification in person, we can arrange to meet them on Friday morning. Otherwise we will just prepare these documents with the intentions of having them ready for execution on Monday.

I look forward to speaking with you again tomorrow,

William Robertson
Project Manager

Studley

10960 Wilshire Boulevard
Suite 1700
Los Angeles, CA 90024
t 310. [REDACTED]
f 310. [REDACTED]
c 310. [REDACTED]

From: Steinberg, Katherine A [mailto:Katherine.Steinberg@va.gov]
Sent: Tuesday, June 20, 2006 4:28 PM
To: Robertson, William
Cc: Markley Lumpkins; Givens, Kelly; Boehm, Shoshana; Jim Sharp; Tillman, Ralph D
Subject: RE: Fox VA Site & Building Layout 2 of 2

William,

I am checking on the availability of our Facilities experts the rest of this week. They have reviewed your drawings showing the boundary of the proposed site and approved them noting on the drawings for the record that they are "Approved provided that the two underground fuel tank venting and waste oil tank shall be properly relocated, this drawing would then appear to comply with the VA requirements of NFPA 1(2006), NFPA 30 (2003) and NFPA 30A (2003) relative to the location of the proposed property boundary and building. This approval shall also be based on the lessee obtaining local building permits for both the new building and relocation of items noted for compliance with local safety and building codes." In addition, please alter the notes on the bottom of the drawing for clarification purposes from saying, "The contractor will allow for ..." to "The contractor shall provide..." So that it is clear that these relocations are at the Sharing Partner's expense. Final approval will be available once we are able to verify that we do not have a conflict of space for your property boundary with the neighboring partner's site just north of the site on your drawings, this will also clarify our ability to enter into an agreement that would include the auxiliary parking. We hope to have that confirmation by close of business tomorrow, and the jpeg drawings you forwarded will facilitate that answer. Once that is determined I will readjust the square footage in the agreement to be reflective of the actual site use.

Markley and Jim,

Please let me know if you have any questions regarding the language in the sharing agreement so that we can move forward with obtaining signatures as soon as possible. Each of our facilities experts can continue to discuss the building logistics.

Speak to you soon,
Katherine

From: Robertson, William [mailto:WRobertson@studley.com]
Sent: Tuesday, June 20, 2006 2:29 PM
To: Steinberg, Katherine A
Cc: 'Markley Lumpkins'; Givens, Kelly; Boehm, Shoshana
Subject: RE: Fox VA Site & Building Layout 2 of 2

Katherine,

Once your team has had a chance to review these documents, please contact me so we can set up a meeting time.

6/30/2006

000628

William Robertson
Project Manager

Studley

10960 Wilshire Boulevard
Suite 1700
Los Angeles, CA 90024
t 310. [REDACTED]
f 310. [REDACTED]
c 310. [REDACTED]

From: Robertson, William
Sent: Tuesday, June 20, 2006 1:48 PM
To: Robertson, William; 'Steinberg, Katherine A'
Cc: 'Markley Lumpkins'; Givens, Kelly; 'Boehm, Shoshana'
Subject: RE: Fox VA Site & Building Layout 2 of 2

JPEG versions attached if needed.

William Robertson
Project Manager

Studley

10960 Wilshire Boulevard
Suite 1700
Los Angeles, CA 90024
t 310. [REDACTED]
f 310. [REDACTED]
c 310. [REDACTED]

From: Robertson, William
Sent: Tuesday, June 20, 2006 1:45 PM
To: Robertson, William; 'Steinberg, Katherine A'
Cc: 'Markley Lumpkins'; Givens, Kelly; 'Boehm, Shoshana'
Subject: Fox VA Site & Building Layout 1 of 2

I am resending this document as the attachments were too large before.

William Robertson
Project Manager

Studley

10960 Wilshire Boulevard
Suite 1700
Los Angeles, CA 90024
t 310. [REDACTED]
f 310. [REDACTED]
c 310. [REDACTED]

From: Robertson, William
Sent: Tuesday, June 20, 2006 1:41 PM
To: 'Steinberg, Katherine A'
Cc: Markley Lumpkins; Givens, Kelly; Boehm, Shoshana
Subject: RE: contact information

Katherine,

Please find the attached PDF and JPG versions of the previously submitted hard copied per your request.

Boehm, Shoshana

From: Geffner, Patricia
Sent: Thursday, July 06, 2006 11:10 AM
To: Liguoro, Joan
Cc: Tillman, Ralph D; Boehm, Shoshana; Steinberg, Katherine A
Subject: RE: Fox Sharing Agreement

Thanks to Joan for taking care of this in my absence. I see she did a sterling job. Thanks to you all for your help as well.

From: Liguoro, Joan
Sent: Tuesday, June 20, 2006 2:25 PM
To: Steinberg, Katherine A
Cc: Geffner, Patricia; Tillman, Ralph D; Boehm, Shoshana
Subject: RE: Fox Sharing Agreement

Attorney-Client

So it is good to go! Joan

From: Steinberg, Katherine A
Sent: Tuesday, June 20, 2006 1:43 PM
To: Liguoro, Joan
Cc: Geffner, Patricia; Tillman, Ralph D; Boehm, Shoshana
Subject: RE: Fox Sharing Agreement

Attorney-Client

Thanks again,
Katherine

From: Steinberg, Katherine A
Sent: Tuesday, June 20, 2006 12:52 PM
To: Liguoro, Joan
Cc: Geffner, Patricia; Tillman, Ralph D; Boehm, Shoshana
Subject: Fox Sharing Agreement
Importance: High

Attorney-Client

Thanks again for all your help,
Katherine

Katherine Steinberg Bluth
Associate Chief of Asset Management
Department of Veterans Affairs
Greater Los Angeles Healthcare System
Office: (310) 478-3711 [REDACTED]
Mobile: (310) [REDACTED]

Boehm, Shoshana

From: Boehm, Shoshana
Sent: Thursday, July 27, 2006 9:48 AM
To: 'Givens, Kelly'
Cc: Markley Lumpkins(markley.lumkins@fox.com); Robertson, William; Tillman, Ralph D
Subject: RE: Fox VA

Attachments: Enhanced Resources Sharing of Space Agreement (VA - Fox) - 7 27 06.doc



Enhanced
Resources Sharing of

Hi Kelly-

We've made one minor change to the Sharing Agreement. Using track changes on page 2 under C. Use - as we discussed we cannot guarantee that you will not need any permits from local or state agencies. I also added our COTR form under exhibit D.

There are a couple of additions we would like to make to Exhibit B where you have a hand-written description of the improvements you will make to the property. On #9 (of the previous pdf attachment you had sent) it describes where the existing fence will remain. We need to add that the Sharing Partner will make improvements to this existing fence to ensure that it is screened with a top rail. In #10 on Exhibit A2 it describes how the Sharing Partner will provide new perimeter fencing. Here it should state that this new fencing will be screened with a top rail as well. Also, the Sharing Partner will install a k-rail type barrier at least 5ft from Breitburn Energy's southern property line.

Please let me know if you have any questions,

Thanks,

Shana

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

From: Givens, Kelly [mailto:KGivens@studley.com]
Sent: Wednesday, July 26, 2006 5:50 PM
To: Boehm, Shoshana; Tillman, Ralph D
Cc: Markley Lumpkins(markley.lumkins@fox.com); Robertson, William
Subject: RE: Fox VA

Ralph,
Here is the redlined version of the sharing agreement incorporating all the revision we discussed earlier this week.
Could you please forward a copy of the COTR Delegation letter noted in the exhibits since we have yet to review this document.
I realize you are leaving town on holiday tomorrow but I wanted to at least see if the comments we made were acceptable. If they are, we can circulate the documents for execution when you return.

Regards,
Kelly

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

From: Boehm, Shoshana [mailto:Shoshana.Boehm@va.gov]
Sent: Friday, July 21, 2006 12:42 PM
To: Givens, Kelly
Subject: RE: Fox VA

Is there a number I should call in to or do you want to call me?
My number is 310-478-3711 ext. [REDACTED]

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

From: Givens, Kelly [mailto:KGivens@studley.com]
Sent: Friday, July 21, 2006 12:37 PM
To: Boehm, Shoshana
Subject: Re: Fox VA

10 am would be good, monday

Kelly Givens
Senior Managing Director
949. [REDACTED] Direct
949. [REDACTED] Cell

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

From: Boehm, Shoshana <Shoshana.Boehm@va.gov>
To: Givens, Kelly <KGivens@studley.com>; Robertson, William
<WRobertson@studley.com>
Sent: Fri Jul 21 15:35:03 2006
Subject: RE: Fox VA

Hello-

We would love to finalize this by next week as well. I am currently reading through the changes but will need to discuss a few things with Ralph before I send our reply. Would you be available Monday late morning for a conference call to discuss the changes? My schedule is open all day Monday after 10am. As I'm still getting caught up on things after being out of the office a while, I don't think today would be the most productive time for a conference call to discuss the proposed changes to the agreement. However, if there are some other issues you feel need to be addressed today please let me know. Thank you,

Shana

310-478-3711 [REDACTED]

From: Givens, Kelly [mailto:KGivens@studley.com]
Sent: Friday, July 21, 2006 10:34 AM
To: Robertson, William; Boehm, Shoshana
Subject: RE: Fox VA

Shana,

Are you available for a conference call with Markley Lumpkins from Fox anytime today?

From: Robertson, William
Sent: Friday, July 21, 2006 10:20 AM
To: Shana Boehm (shoshana.boehm@med.va.gov)
Cc: Givens, Kelly
Subject: Fox VA

Shana,

Good morning. Kelly and I just wanted to follow up here at the end of the week regarding the Sharing Agreement for the Fox project. We would love to finalize this agreement with you next week if possible. Please contact us anytime with questions or comments.

William Robertson

Director

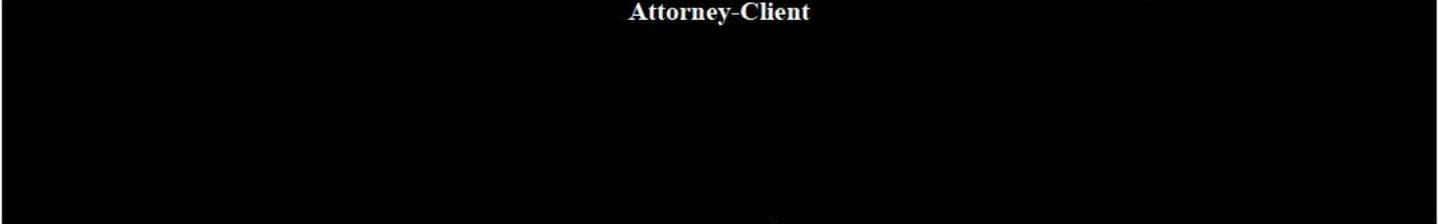
Project Management Services

Studley
777 Figueroa St.
30th Floor
Los Angeles, CA 90017
t 213. [REDACTED]
f 213. [REDACTED]
c 310. [REDACTED]

Boehm, Shoshana

From: Geffner, Patricia
Sent: Thursday, August 03, 2006 5:22 PM
To: Boehm, Shoshana
Subject: Re: Fox Sharing Agreement

Attorney-Client



-----Original Message-----
From: Boehm, Shoshana
To: Geffner, Patricia
Sent: Thu Aug 03 19:52:15 2006
Subject: RE: Fox Sharing Agreement

Hi Pat-

Attorney-Client



Shana Boehm



From: Geffner, Patricia

Sent: Thursday, July 06, 2006 11:10 AM
To: Liguoro, Joan
Cc: Tillman, Ralph D; Boehm, Shoshana; Steinberg, Katherine A
Subject: RE: Fox Sharing Agreement

Thanks to Joan for taking care of this in my absence. I see she did a sterling job.
Thanks to you all for your help as well.

From: Liguoro, Joan
Sent: Tuesday, June 20, 2006 2:25 PM
To: Steinberg, Katherine A
Cc: Geffner, Patricia; Tillman, Ralph D; Boehm, Shoshana
Subject: RE: Fox Sharing Agreement

Attorney-Client

got Joan

So it is good to

From: Steinberg, Katherine A
Sent: Tuesday, June 20, 2006 1:43 PM
To: Liguoro, Joan
Cc: Geffner, Patricia; Tillman, Ralph D; Boehm, Shoshana
Subject: RE: Fox Sharing Agreement

Attorney-Client

Thanks again,

Katherine

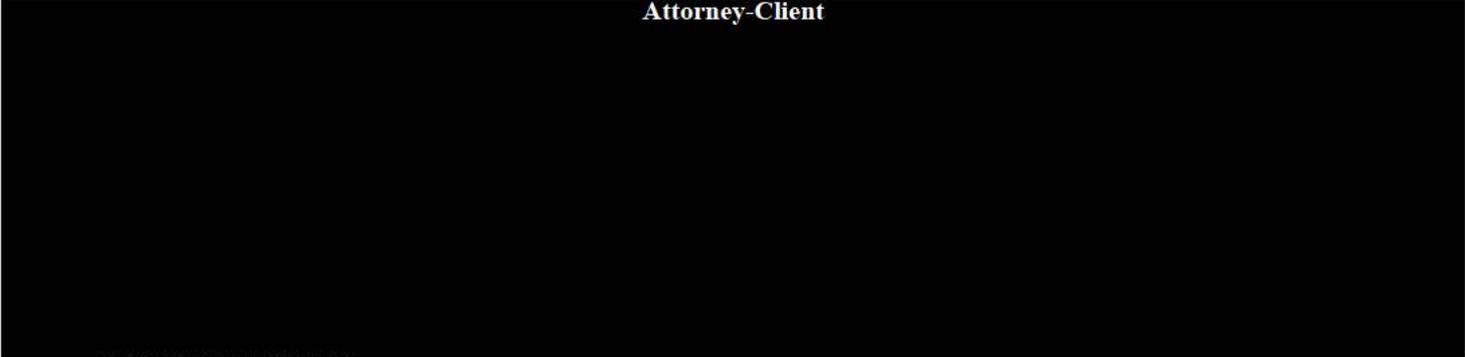
From: Steinberg, Katherine A
Sent: Tuesday, June 20, 2006 12:52 PM
To: Liguoro, Joan
Cc: Geffner, Patricia; Tillman, Ralph D; Boehm, Shoshana
Subject: Fox Sharing Agreement
Importance: High

Katherine Steinberg Bluth
Associate Chief of Asset Management
Department of Veterans Affairs
Greater Los Angeles Healthcare System
Office: (310) 478-3711 [REDACTED]
Mobile: (310) [REDACTED]

Boehm, Shoshana

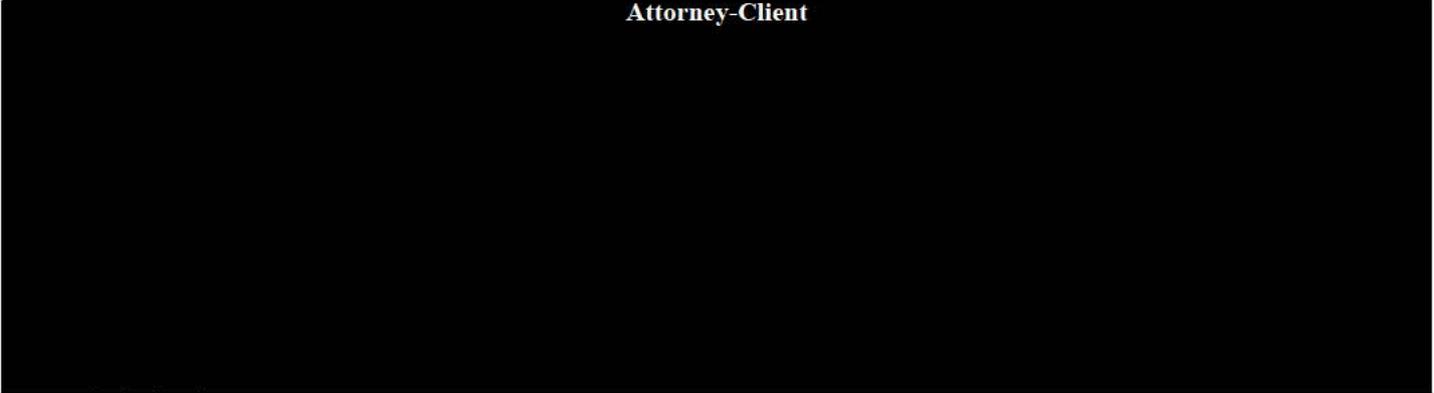
From: Geffner, Patricia
Sent: Friday, August 04, 2006 11:36 AM
To: Boehm, Shoshana
Cc: Tillman, Ralph D
Subject: Re: Fox Sharing Agreement

Attorney-Client



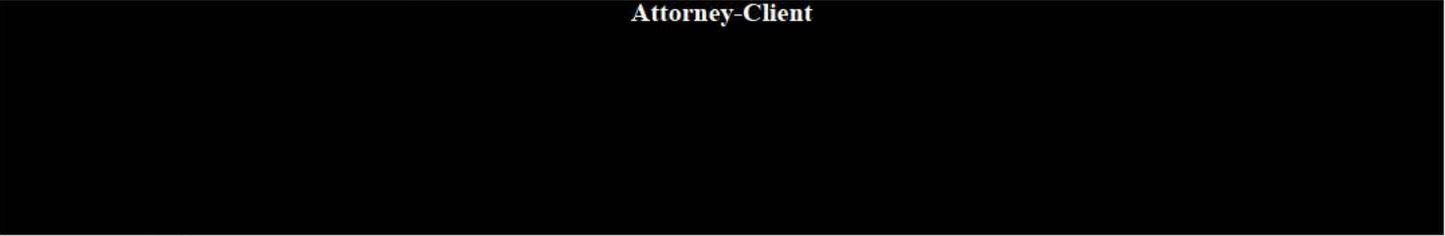
-----Original Message-----
From: Boehm, Shoshana
To: Geffner, Patricia
Sent: Fri Aug 04 12:38:41 2006
Subject: RE: Fox Sharing Agreement

Attorney-Client



-----Original Message-----
From: Geffner, Patricia
Sent: Thursday, August 03, 2006 5:22 PM
To: Boehm, Shoshana
Subject: Re: Fox Sharing Agreement

Attorney-Client



-----Original Message-----
From: Boehm, Shoshana
To: Geffner, Patricia
Sent: Thu Aug 03 19:52:15 2006
Subject: RE: Fox Sharing Agreement

Hi Pat-

Shana Boehm

Ext. [REDACTED]

From: Geffner, Patricia
Sent: Thursday, July 06, 2006 11:10 AM
To: Liguoro, Joan
Cc: Tillman, Ralph D; Boehm, Shoshana; Steinberg, Katherine A
Subject: RE: Fox Sharing Agreement

Thanks to Joan for taking care of this in my absence. I see she did a sterling job.
Thanks to you all for your help as well.

From: Liguoro, Joan
Sent: Tuesday, June 20, 2006 2:25 PM
To: Steinberg, Katherine A
Cc: Geffner, Patricia; Tillman, Ralph D; Boehm, Shoshana
Subject: RE: Fox Sharing Agreement

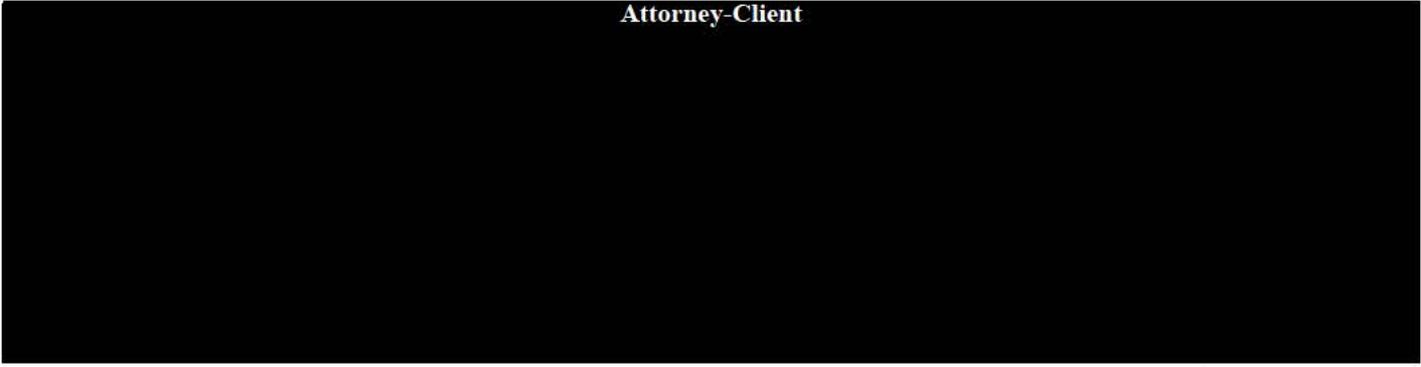
Attorney-Client

[REDACTED] So it is good to

got Joan

From: Steinberg, Katherine A
Sent: Tuesday, June 20, 2006 1:43 PM
To: Liguoro, Joan
Cc: Geffner, Patricia; Tillman, Ralph D; Boehm, Shoshana
Subject: RE: Fox Sharing Agreement

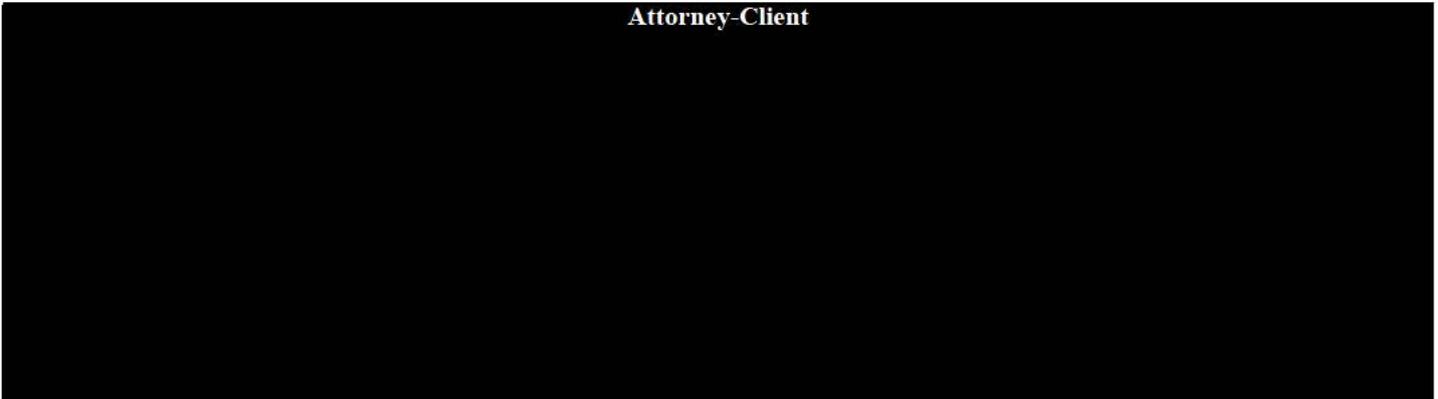
Attorney-Client



Thanks again,
Katherine

From: Steinberg, Katherine A
Sent: Tuesday, June 20, 2006 12:52 PM
To: Liguoro, Joan
Cc: Geffner, Patricia; Tillman, Ralph D; Boehm, Shoshana
Subject: Fox Sharing Agreement
Importance: High

Attorney-Client



Katherine Steinberg Bluth
Associate Chief of Asset Management
Department of Veterans Affairs
Greater Los Angeles Healthcare System
Office: (310) 478-3711 [REDACTED]

Mobile: (310) [REDACTED]

Boehm, Shoshana

From: Givens, Kelly [KGivens@studley.com]
Sent: Monday, August 07, 2006 3:25 PM
To: Boehm, Shoshana
Cc: 'markley.lumpkins@fox.com'
Subject: RE: indemnification issues

Shana,

I have just heard from Fox and although this agreement is not really what they are comfortable with, (as it relates to the indemnity) they are willing to proceed.

1. We can live with the deletion of the words in section C, "or any other local city, county or state agency" but will want to add a provision in the termination clause that would allow us to terminate, only if, the local agency will not allow us to build. Please add language to broaden our termination rights should a local jurisdiction limit our ability to permit or use the property.

2. We are still concerned about the environmental issues that might pull a lessee like us into a future law suit due to the operations of the energy company to our north and the under ground storage tanks to the south. With that said, we would be willing to live with the added language you mentioned previously that represents the DVA will indemnify to the extent they can or as noted below;

Defense and Indemnity Against Third Party Claims. [ADD THIS SENTENCE] To the extent permitted by federal statutes and regulations, the DVA shall defend, indemnify and hold Sharing Partner and each of its employees, officers, directors, partners, members, owners, subsidiaries, divisions, attorneys, affiliates, successors, heirs and assigns (collectively, "Indemnified Parties") harmless from and against any and all claims, demands, lawsuits, losses, liabilities, or damages relating to or arising out of (1) any past, present or future presence or release on, under or about the Site, of any hazardous materials or substances of any nature regulated by any and all federal, state, or local laws or regulations, including the existence of any underground storage tanks, and (2) any past, present or future violations of any and all federal, state, and local laws or regulations governing or relating to hazardous materials or substances resulting from DVA's ownership of, or activities or operations upon, the Site.

Please revise the document and we will be ready to sign.

Thanks for the assistance.

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

From: Boehm, Shoshana [mailto:Shoshana.Boehm@va.gov]
Sent: Monday, August 07, 2006 8:23 AM
To: Givens, Kelly
Cc: Markley Lumpkins (markley.lumpkins@fox.com)
Subject: indemnification issues

Hi Kelly-

I wanted to let you know that our Regional Counsel, Pat Geffner, is willing to speak to your attorneys to further explain the indemnification issue. Please let me know if you'd like me to put you in touch with her. Thanks,

Shana

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

From: Givens, Kelly [mailto:KGivens@studley.com]
Sent: Thursday, August 03, 2006 4:30 PM
To: Boehm, Shoshana
Cc: Markley Lumpkins (markley.lumpkins@fox.com)
Subject: RE: Fox VA Site & Building Layout 2 of 2



Self-Certification Review Checklist Enhanced Sharing Contracts

Contract Number: V691S-5278

Sharing Partner Name: 20th Century Fox TV

Contract Amount: \$34,500/month

Contract Type: Enhanced Sharing Agreement – B512

Reviewed by: Ralph D. Tillman, Director of Asset Management

Signature/Date: 8/10/06

Item	Yes	No	N/A	Comments
Is a copy of the executed contract available in the contract file?	X			
Does the contract include the following terms:				
<ul style="list-style-type: none"> • The ability to cancel/amend the contract if the terms result in VA failing to meet requirements of law. • The time period covered by the contract. • The liability assumed by VA for failure to perform. • Other terms such as quantities, deadlines, quality issues, hours of operation, manpower commitments and ability to deliver services as required? • If the contract is for the use of equipment, does it address the responsibility for equipment maintenance or loss? 	X			
Is concept approval from VACO Rapid Response Team documented in the contract file?	X			
Is the contract for the sale of VA inpatient services for non-veterans? If so, was the permission of the Undersecretary for Health and Secretary of the VA obtained and documented in the contract file?			X	
Is the basis of pricing included in the contract file?		X		
Does documentation exist to support local market rates assessment?		X		

Self Certification Review Checklist
Enhanced Sharing Contracts

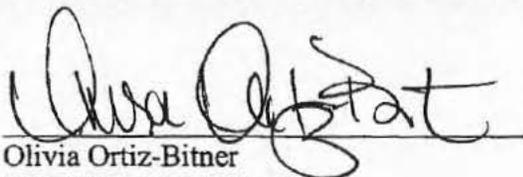
Item	Yes	No	N/A	Comments
Does the contract recover full cost?	X			
Is the full cost data included in the contract file?	X			
What is the source of cost information used for pricing?				Market analysis
If full cost is not recovered, what cost components are excluded from pricing consideration?			X	
What is the justification for not recovering full cost? <ul style="list-style-type: none"> • The services or goods are being sold to maintain essential clinical skills or to continue programs essential to the veteran population. • Prices are set by law or executive order and are not based on full cost or market price • Other 			X	
Is the market price being charged? If so: <ul style="list-style-type: none"> • Was the justification for using market price fully documented in the contract file? • Does the contract recover at least the local direct costs, i.e., fixed direct variable supply and variable labor costs? 	X	X		
Is the Regional Counsel's approval documented in the file? If yes, review the results.	X			
What is the composition of the business team?				VACO, Regional Counsel, OAM, Facilities/Engineering, OS&H
Does the contract file contain a written recommendation from the Business Team to the VISN or Medical Center Director on whether to sell the resources and that the proposal meets the provisions of laws, regulations and policies?		X		
If the contract value is more than \$500,000, was the General Counsel's approval obtained?		X		
Are the services of the veterans in the Compensated Work Therapy (CWT) Program used in performance of this contract? If so, was the CWT Program reimbursed for the Veterans' time?		X		
Does the contract file contain a copy of the marketing plan?			X	
Was the contract revenue recorded in the general ledger?	X			
Can revenue be tracked back to the specific products sold?	X			

Self Certification Review Checklist
Enhanced Sharing Contracts

Item	Yes	No	N/A	Comments
What billing and collection procedures were used?				Asset Mgmt Office procedures
What systems are used to record accounts receivable?				Recurring Alternative Revenue Report, Quick Books
Are provisions made for uncollectible accounts?	X			
Is the debtor being provided with due process notification?	X			

**Certification of Compliance with Federal and VA Pricing Guidelines for VHA
Enhanced Health Care Sharing Contracts**

I, Olivia Ortiz-Bitner, Chief Financial Officer, certify that the pricing policies for the VA Greater Los Angeles Healthcare System materially comply/ do not comply VHA Directive 97-015, *Enhanced Health Care Resources Sharing Authority* and OMB Circular A-25, *User Charges*, and the Chief Financial Officers Act of 1990 (P.L. 101-576) (CFO Act). I further certify that I have reviewed and understand how these authorities apply to Enhanced Health Care Sharing contracts entered into by this facility. Instances where this facility does not comply with Federal and VA pricing policies are disclosed under the certification for compliance with the Statement of Federal Accounting Standards Nos. 4 and 7 (see *OF Bulletin 01GC2.03, Self-Certification Compliance with Statement of Accounting Standards Nos. 4 and 7 for VHA Stations*).



Olivia Ortiz-Bitner
Chief Financial Officer
VA Greater Los Angeles Healthcare System
310-478-3711 [REDACTED]

4/24/07

Date



Ralph Tillman
Director, Asset Management
VA Greater Los Angeles Healthcare System
310-[REDACTED]

4/5/07

Date

**II.G.3.
EXECUTED AGREEMENT**

**Enhanced Resources Sharing of Space Agreement
 WLA Healthcare Center
 Twentieth Century Fox Television Parking and Storage**

This "Sharing Agreement" is an Enhanced Health Care Resources Sharing Agreement pursuant to Public Law 104-262, "The Veterans Health Care Eligibility Reform Act of 1996" and Title 38, United States Code (U.S.C.) Sections 8151 through 8153 and Directive 1660.1.

This Sharing Agreement provides for the sharing of land in the industrial yard of the West Los Angeles Campus of the Department of Veterans Affairs, Greater Los Angeles Healthcare Center. The terms of this Sharing Agreement are as follows:

Sharing Agreement Number	
Parties	
Department of Veterans Affairs Greater Los Angeles Healthcare System 11301 Wilshire Blvd. Los Angeles, CA 90073	Twentieth Century Fox Television P.O. Box 900 Beverly Hills, California, 90213-0900
hereinafter referred to as VA or DVA	hereinafter referred to as Sharing Partner
Resources to be shared	DVA will provide approximately 73,160 square feet of land situated at 11301 Wilshire Blvd., Los Angeles (see <u>Exhibit A</u> for exact location) described as a parcel with dimensions of 165 x 420 for use as parking, storage and maintenance of production sets. <u>Exhibit A</u> is made part of this Sharing Agreement.
Period of Performance	10 years commencing on the Commencement Date
Renewal Periods available	10 year renewal option
Commencement	The date upon which DVA delivers the Site to Sharing Partner DVA with all of the Items specified in Paragraph A removed ("Commencement Date").
Pricing	\$22,770/month commencing on the second (2 nd) whole calendar month until the end of the fourth (4 th) whole calendar month after the Commencement Date, and \$34,500/month commencing on the fifth (5 th) whole calendar month after the Commencement Date, escalated at 3% every 24 months during the Period of Performance until expiration.
Invoices shall be sent to:	Twentieth Century Fox Television Attention: Jim Sharp P.O. Box 900

	Beverly Hills, California, 90213-0900 310-369-8184
Payment Remittance address:	VA Greater Los Angeles Healthcare System Office of Asset Management (10A5) Building 220, Room 223 11301 Wilshire Blvd. Los Angeles, CA 90073 Please Reference Sharing Agreement Number

- A. Premises:** The resources to be shared are described as an approximately 73,160 square foot parcel of land located at 11301 Wilshire Blvd., Los Angeles, CA 90073, as more specifically shown on Exhibit A attached hereto ("Site"). It is agreed between the parties that the Sharing Partner shall remain self-contained within these boundaries with no rights to overflow parking on adjacent premises. DVA agrees to remove the following items from the Site at DVA's sole cost prior to delivery of the Site to Sharing Partner: various storage containers; approximately 40 cubic yards of metal debris; miscellaneous welding tools and equipment; various vehicles; and small trees and vegetation in the northeast corner of the Site.
- B. Utilities:** All utility installations and utility usage charges will be the Sharing Partner's sole expense. Sharing Partner shall be responsible for the cost and coordination associated with providing all utilities and services required for Sharing Partner's operation, including set-up and monthly charges. DVA will coordinate any support required by the DVA for access to utility connections. Sharing Partner will also be given access to the DVA sewer and water for on-site connections.
- C. Use:** Storage, parking and mill fabrication within and around building of sets or other related production inventory to include but not limited to trailers, storage units and trucks, and any incidentally related uses permitted by law. The Sharing Partner shall be permitted to construct, install, operate and maintain on the Site the improvements shown on Exhibit B attached hereto, including without limitation, any incidentally related improvements and fixtures that are not explicitly depicted on Exhibit B ("Sharing Partner Improvements"). Sharing Partner shall submit final working drawings of the Sharing Partner Improvements for DVA's written approval, which shall not be unreasonably withheld, conditioned or delayed. So long as the final working drawings of the Sharing Partner Improvements are substantially in compliance with the improvements described and shown on Exhibit B, DVA shall not withhold its approval of the final working drawings. Sharing Partner shall hold title to the Sharing Partner Improvements. Any additional improvements other than the Sharing Partner Improvements shown on Exhibit B must be submitted in writing to DVA for prior written approval. No additional usage of any kind is allowed without prior written authorization from DVA including business and/or personal use. No subleasing is allowed. DVA acknowledges that DVA has exclusive jurisdictional and permitting authority with respect to any activities and improvements on the Site, and that Sharing Partner shall be permitted to construct and use the Sharing Partner Improvements without any permits or approvals from the DVA. DVA agrees to reasonably cooperate with Sharing Partner to ensure that all activities of Sharing Partner pursuant to this Sharing Agreement are exempt from state and local zoning, entitlements, and permitting laws and ordinances pursuant to the authority of the DVA under federal law. In addition, Sharing Partner agrees to comply with all setback requirements set forth on Exhibit C attached hereto.
- D. Rate:** \$22,770/month commencing on the second (2nd) whole calendar month until the end of the fourth (4th) whole calendar month after the Commencement Date, and \$34,500/month commencing on the fifth (5th) whole calendar month after the Commencement Date, escalated at three percent (3%) every twenty-four (24) months during the Period of Performance until expiration. Monthly rent payments will be due on the first (1st) of each month and will be considered late if not paid by the fifth (5th) of the month. A late fee of one percent (1%) shall be assessed for all late monthly payments.

- E. Security Deposit:** A security deposit equal to one month of full rent (\$34,500) will be due on the Commencement Date along with the first month's rent.
- F. Options to Renew:** Sharing Partner shall be granted one (1) ten (10) year option to renew the Period of Performance under this Sharing Agreement. The rental rate for the option renewal period shall increase to \$44,850.00/ month adjusted every twenty-four (24) months at three percent (3%) per year. Sharing Partner shall exercise the option to renew by delivering written notice to DVA stating Sharing Partner's exercise of the option to renew prior to the expiration of the initial Period of Performance specified above.
- G. General terms and conditions shall be as follows:**
- 1. Relationship:** The relationship of the parties is not and shall not be construed or interpreted to be partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship.
 - 2. Rights to Terminate:**
 - a) Termination by Sharing Partner.** Sharing Partner shall have the right to terminate this Sharing Agreement within the first 30 days after the Commencement Date if Sharing Partner determines that the Site is unsuitable for Sharing Partner's intended use. Sharing Partner shall exercise this right by delivering a written notice of termination to DVA no later than the 30th day after the Commencement Date, and Sharing Partner shall have no further rights, duties or obligations after the date of the written notice of termination. The Sharing Partner will also have the right to terminate this Sharing Agreement if a local jurisdiction limits or denies the Sharing Partner the necessary permits to use the property.
 - b) Termination by DVA for Convenience.** DVA shall have the right to terminate this Sharing Agreement for convenience at anytime during the Period of Performance upon no less than 360 days advance written notice. If DVA exercises its right to terminate this Sharing Agreement for a convenience, DVA will be required to reimburse Sharing Partner for any unamortized capital costs incurred by Sharing Partner in connection with Sharing Partner's preparation, development, and construction of the Sharing Partner Improvements on the Site, including all hard and soft costs related to Site preparation and Sharing Partner Improvements ("Project Costs"), based upon a straight-line amortization of Project Costs over a period of ten (10) years. For reimbursement to take place, Sharing Partner must have demonstrated and certified all the Project Costs by providing DVA with a copy of all Project Costs in order to establish an agreed upon value for reimbursement, which Sharing Partner estimates to be approximately \$1,985,000 based upon Sharing Partner's current budget for the Sharing Partner Improvements. Sharing Partner shall have the right to remove the Sharing Partner Improvements, notwithstanding DVA's termination of this Sharing Agreement for convenience and DVA's obligation to reimburse Sharing Partner for the unamortized Project Costs pursuant to this provision.
 - c) Termination by DVA for Cause.** DVA may terminate this Sharing Agreement, or any part hereof, for cause upon the occurrence of an "Event of Default" by Sharing Partner (as that term is defined below). If DVA terminates this Sharing Agreement for cause, DVA shall not be liable to the Sharing Partner for any amount of supplies or services not accepted, and the Sharing Partner shall be liable to DVA for any and all rights and remedies provided by law. Each of the following acts or omissions of Sharing Partner shall constitute an "Event of Default" by Sharing Partner under this Sharing Agreement: (a) Sharing Partner's failure or refusal to pay any amounts to be paid by Sharing Partner to DVA hereunder within five (5) business days after

DVA delivers written notice to Sharing Partner that such amounts are due or payable hereunder; (b) Sharing Partner's failure to perform or observe any other covenant or condition of this Sharing Agreement to be performed or observed within thirty (30) days following DVA's delivery of written notice to Sharing Partner of such failure; and (c) Sharing Partner's failure or refusal to cease any activities on the Site that endanger the public or government property or assets within two (2) business days after DVA delivers written notice to Sharing Partner to cease such activities.

d) Suspension of Performance. This Sharing Agreement can be suspended by DVA within 12 hours notice at any time should it be necessary in the event of a Federal emergency or other disaster affecting the operation of the Federal government, without cost liability assessed the Government. Performance will be permitted to continue upon cancellation of the suspension following stabilization of the emergency or other disaster. Rental obligations shall be abated entirely if suspension of performance lasts more than 24 hours until such time that performance is restored.

3. Modification: This Sharing Agreement may be modified during the term. All modifications shall be in writing and, except for termination, financial and/or any other modification that would restrict use, access or affect the operation have the written consent of both parties.

H. Restroom Access: Sharing Partner employees will use the restrooms and services provided by the Sharing Partner on the land this Sharing Agreement provides for its use. The Sharing Partner will provide restrooms on site for use by its employees and visitors. Sharing Partner will not have access to restrooms or other facilities on the adjacent property.

I. Additional Parking: At this time we are not able to provide any additional parking and the Sharing Partner is required to maintain all of its business on the Site specified.

J. Restrictions: DVA prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY. Failure to comply with these restrictions is cause for immediate termination of Sharing Partner. The sale or consumption of alcohol is strictly prohibited on the site.

K. Security: The Sharing Partner will be responsible for its own security. However, the Department of Veterans Affairs Security Police may patrol the Site. Should other security arrangements be necessary, this Sharing Agreement will specify such an arrangement. Random inspections by DVA or DVA Security Police may be conducted during the Period of Performance of this Sharing Agreement. DVA shall reasonably cooperate to ensure that any random inspections are conducted in such a manner so as to minimize any interference with Sharing Partner's activities and operations on the Site.

L. Insurance: Sharing Partner shall furnish, or cause to be furnished, original certificates of insurance to DVA. Insurance will be maintained at all times during the Period of Performance of this Sharing Agreement.

1. Types of Limits of Insurance: The following types and limits of insurance are required:

a) Comprehensive or commercial general liability insurance to include the following coverage: premises/operations, products/completed operations (when applicable), contractual personal injury, broad form property damage, with limits not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage

- b) Workers Compensation Insurance and Employer's Liability Insurance, as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident or occurrence.
- c) DVA may require other insurance coverage deemed appropriate for a specific event.
- d) DVA or designee is hereby authorized to reduce the requirements set forth herein in the event it is determined that such reduction is in the best interests of DVA. Such reduction shall not be binding unless in writing and signed by DVA or designee.

2. Coverage:

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

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

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

4. Acceptability of Insurers:

Insurance is to be placed with insurers rated A-7 or better by A.M. Best's rating service or the highest rated insurers available at a commercially reasonable price.

5. Verification of Coverage:

Sharing Partner shall furnish DVA with certificates of insurance complying with this Section. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage

on its behalf. The certificates will be provided to DVA Contracting Officer within ten (10) calendar days following notification of contract award.

6. Remedies for Breach of Insurance Requirements:

If Sharing Partner, for any reason, fails to maintain insurance coverage, which is required pursuant to this Sharing Agreement, the same shall be deemed an "Event of Default". DVA, at its sole option, exercisable at any time, may terminate this Sharing Agreement and obtain damages from the Sharing Partner resulting from said breach.

M. Condition of Property upon Expiration or Termination: Upon expiration or earlier termination of this Sharing Agreement, Sharing Partner will remove all of the Sharing Partner Improvements from the Site, except for the concrete foundation slab, and Sharing Partner will cut any anchor bolts flush with the foundation slab and cap any exposed utility connections ("Expiration Condition"). To the extent that the Site is not in Expiration Condition at the expiration or termination of this Sharing Agreement, Sharing Partner shall be responsible for the cost of bringing the Site into compliance with the Expiration Condition, including all damages to the Site caused by Sharing Partner's negligent or intentional misconduct and any repairs, if necessary.

N. Governing Law: This Sharing Agreement shall be governed, construed, and enforced in accordance with Federal law.

O. Contract Disputes: All disputes arising under or relating to this Sharing Agreement shall be resolved in accordance with this clause.

1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising out of or relating to the Sharing Agreement.
2. Any controversy or claim arising out of or relating to this Sharing Agreement on behalf of the Sharing Partner shall be presented initially to DVA for consideration. DVA shall furnish a written reply on the claim to the Sharing Partner.
3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this Sharing Agreement, or breach thereof, shall be settled by arbitration, and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.

P. Use of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES HEALTHCARE CENTER Name (Advertising): Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to Department of Veterans Affairs.

Q. Indemnification: To the extent permitted by federal statutes and regulations, the DVA shall defend, indemnify and hold Sharing Partner and each of its employees, officers, directors, partners, members, owners, subsidiaries, divisions, attorneys, affiliates, successors, heirs and assigns (collectively, "Indemnified Parties") harmless from and against any and all claims, demands, lawsuits, losses, liabilities, or damages relating to or arising out of (1) any past, present or future presence or release on, under or about the Site, of any hazardous materials or substances of any nature regulated by any and all federal, state, or local laws or regulations, including the existence of any underground storage tanks, and (2) any past, present or future violations of any and all federal, state, and local laws or regulations governing or relating to hazardous materials or substances

resulting from DVA's ownership of, or activities or operations upon, the Site.

- R. Independent Contractor:** For the purposes of this agreement and all services to be provided hereunder, the relationship of the Parties is an independent contractor relationship and not agents or employees of the other party. Neither party shall have authority to make statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.
- S. Exercise of Option(s):** In the event Sharing Partner desires to exercise an Option to extend the Period of Performance, Sharing Partner shall notify DVA, in writing, of such intent not less than sixty (60) calendar days prior to the expiration of the current Period of Performance. Following such notification, the Option may be exercised within the thirty (30) calendar day period prior to expiration of the current Period of Performance.
- T. Authority:** DVA represents that all requisite action has been taken or obtained by DVA in connection with the execution of this Sharing Agreement and DVA's performance of the obligations under this Sharing Agreement.
- U. Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

Department of Veterans Affairs Representatives:

Contracting:

Ralph D. Tillman
Contracting Officer
11301 Wilshire Blvd. Mailcode (10A5)
Los Angeles, CA 90073
Telephone Number: 310- [REDACTED]
Facsimile Number: 310-268-4196
E-mail Address: Ralph.tillman2@va.gov

VA Medical Center:

Greater Los Angeles Healthcare System	
11301 Wilshire Blvd.	
Los Angeles, CA 90073	
Telephone Number 310- [REDACTED]	COTR Telephone Number 310- [REDACTED]
Facsimile Number 310-268-4196	Fax Number 310-268-4196
E-mail Address [REDACTED]	E-Mail Address [REDACTED]
COTR Name shall be delegated authority as Contracting Officer's Technical Representative (COTR) to monitor agreement performance. A COTR delegation letter is attached as Exhibit D.	

Sharing Partner Contracting Department:

Twentieth Century Fox Television

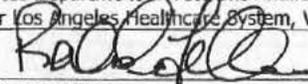
Attention: Robert E. Barron
Executive Vice President, Chief Financial Officer
P.O. Box 900
Beverly Hills, California, 90213-0900
Telephone Number: 310-869-8573
Facsimile Number: 310-369-8573
E-mail Address: [REDACTED]

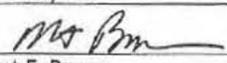
Sharing Partner Using Service Name:

Name: Jim Sharp
Executive Vice President, Production
Twentieth Century Fox Television
P.O. Box 900
Beverly Hills, California 90213-0900
Telephone Number: 310-869-8573
Facsimile Number: 310-969-3513
E-mail Address: [REDACTED]

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

Date:

United States Department of Veterans Affairs VA Greater Los Angeles Healthcare System, WLA
Signature: 
Name: Ralph D. Tillman
Title: Director, Asset Management
Date: 8/19/06

Twentieth Century Fox
Signature: 
Name: Robert E. Barron
Title: Executive Vice President, Chief Financial Officer
Date: 8/11/06

my

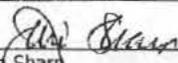
Twentieth Century Fox
Signature: 
Name: Jim Sharp
Title: Executive Vice President, Production
Date: 8/11/06

Exhibit	Attached Y/N	Title
Exhibit A	Yes	Proposed Site Plan (Sheet A1)
Exhibit B1	Yes	Sharing Partner Improvements (Sheet A2)
Exhibit B2	Yes	Description of Sharing Partner Improvements
Exhibit C	Yes	Setback Requirements
Exhibit D	Yes	COTR Delegation Letter

Exhibit A

PROPOSED SITE PLAN

(SEE ATTACHED)

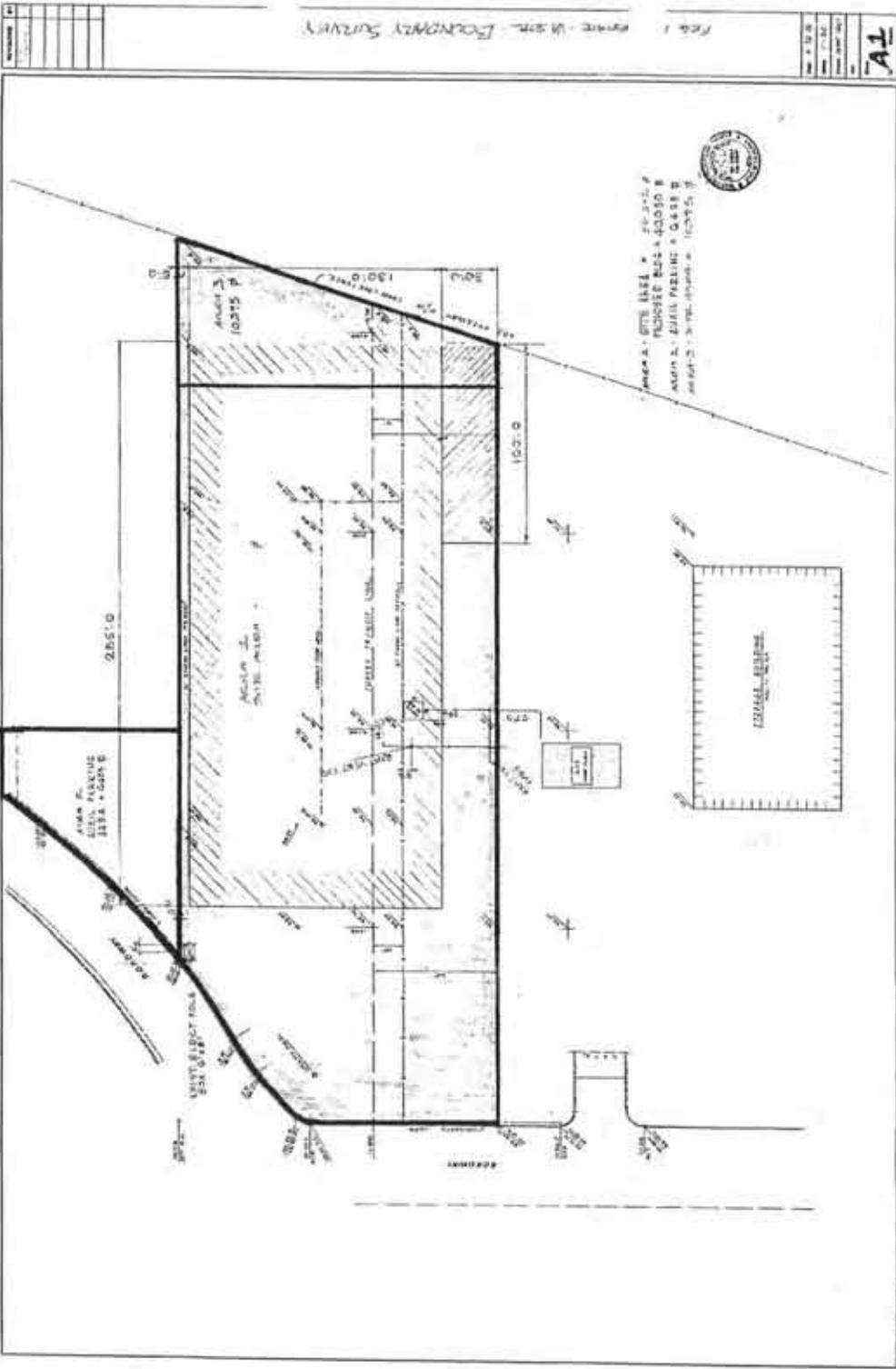


FIG. 1 GRAND - WEST - BOUNDARY SURVEY

DATE	11/12/00
SCALE	AS SHOWN
PROJECT	GRAND - WEST - BOUNDARY SURVEY
BY	...
CHECKED	...

A1

AREA 1 - SITE 1151
 AREA 2 - JAIL BUILDING & GASS B
 AREA 3 - 10275 P



Exhibit B

DESCRIPTION OF SHARING PARTNER IMPROVEMENTS

(SEE ATTACHED)

Exhibit B2: Improvements the Sharing Partner will make to the Property

1. Sharing Partner will relocate existing vent pipe.
2. Sharing Partner will remove existing oil tank and replace it with an above ground tank approved by DVA.
3. The existing underground gas supply tanks will remain.
4. Sharing Partner will stripe for 24 parking spaces in area 1.
5. Sharing Partner will stripe for 24 parking spaces in area 2.
6. Sharing Partner will maintain at least 20 feet between the building footings and the 405 east fence line to pre-service access to an underground gas pipeline.
7. Sharing Partner will provide concrete paving to completely cover area 1 and 2.
8. 9 x 40 feet container units by Sharing Partner
9. Existing fence to remain in the following locations:
 - East side area 3
 - East side area 2
 - East side area 1
 - Sharing Partner will make improvements to the existing fence to ensure that it is screened with a top rail.
10. Sharing Partner will provide a new perimeter fence at:
 - North side of area 1. The existing fence along the southern property line of the Breitburn Energy property shall remain. In addition, the Sharing Partner shall agree to set back the new Building at least 5' from the Breitburn Energy southern property line and will install "K-Rail" type barriers aligned with the building along the 5' set back line.
 - East side of area 2.
 - 110 feet of new fence at the south side of area 2 aligned with the building.
11. Gate locations may be modified to avoid movement of utilities.

Exhibit C

SETBACK REQUIREMENTS

Sharing Partner will be relocating various items, including vent pipes and underground waste oil storage tanks, and ensuring that all such related items are in compliance with the following specifications at Sharing Partner's expense.

A. According to the current editions of NFPA 1 (2006), NFPA 30 (2003) and NFPA 30A (2003), the Fox property line and any new buildings would have to be located:

- A minimum of ten (10) feet from the fuel dispensing pumps or underground waste oil storage tanks; and
- A minimum of five (5) feet from the nozzles of the fully extended fuel dispensing hoses; and
- A minimum of three (3) feet from any underground fuel storage tank.

B. According to NFPA 30 (2003), the vent pipes would have to be located:

- A minimum of 12 feet above grade; and
- A minimum of ten (10) feet from building entrance; and
- A minimum of 15 feet from powered ventilation air intake devices; and
- A minimum of 18 feet above building roofline, as the height of the building causes an impact.

Sharing Partner agrees to work in coordination with Breitburn Energy to ensure that the Sharing Partner's improvements will be located:

- A minimum of fifteen (15) of the most westerly Breitburn Energy pipeline.

In the event of an occurrence the Sharing Partner agrees to work in good faith with Breitburn Energy to allow Breitburn Energy to make the necessary repairs.

Exhibit D

COTR DELEGATION LETTER

[Insert Sharing Partner Name/Agreement title]
Agreement Number: [Insert Agreement Number]

Attachment C
COTR Delegation Letter

Date:

From: Contracting Officer

Subj: Delegation of Authority as Contracting Officer's Technical Representative (COTR)

To: COTR Name

Title

1. You are hereby designated as Contracting Officer's Technical Representative in the administration of Sharing Agreement Number. This agreement provides for the selling of VHA health care resources in accordance with Title 38, U.S.C. Section 8153..

2. Subject to the limitations stated elsewhere in this delegation of authority, in connection with this Agreement, you are authorized and responsible for performing the following duties:

a. Monitoring the Government's performance of the Agreement and the Sharing Partner's compliance to Agreement requirements. Ensure that Government resources required of the Agreement are provided to Sharing Partner per the terms and conditions of the Agreement. Ensure that all Government resources provided to the Sharing Partner are accounted for and that invoices are provided to the Sharing Partner, in a timely manner, that accurately reflect the resources/work involved. The COTR will ensure that the amounts billed on the invoices conform to the prices reflected on the Agreement. Notify the Contracting Officer immediately if conditions that may preclude the delivery of the Government resources arise and put the Government at risk of failing to comply with the terms and conditions of the Agreement. Notify the Contracting Officer immediately if the Sharing Partner fails to meet any Agreement requirements. This includes, but is not limited to, the timely payment of Government invoices.

b. Furnish any technical advice or assistance as required by the Sharing Partner or the Contracting Officer.

c. At the completion of the Agreement term, advise the Contracting Officer if all resources required to be furnished and/or performed under the Agreement have been accepted and the amount of the outstanding balance, if any, that the Sharing Partner owes the Government has been paid.

d. If the COTR and the Sharing Partner wish to extend the Agreement, the COTR will notify the Contracting Officer of such at least (number of days) calendar days prior to the expiration date of the Agreement's current period.

Page 14 of 15
Sharing Agreement with Twentieth Century Fox Television
Agreement Number: [5278]

3. This delegation **does not** authorize you to take any other actions including ,but not limited to the following, all of which remain the responsibility of the Contracting Officer:

808154.7

Page 15 of 15
Sharing Agreement with Twentieth Century Fox Television
Agreement Number: [5278]

Page 27 of 27
[Insert Sharing Partner Name/Agreement title]
Agreement Number: [Insert Agreement Number]

- a. Making changes to Agreement provisions. This includes changes involving an increase **and/or** decrease in Agreement price as well as no cost changes.
 - b. Extras – Do not agree to providing additional resources on your own. If the Sharing Partner desires to receive additional resources, notify the Contracting Officer.
 - c. Extending agreement period of performance established in the Agreement. If the Sharing Partner desires to extend the Agreement term, notify the Contracting Officer.
 - d. If you or the Sharing Partner desire to terminate the Agreement in whole or in part, notify the Contracting Officer.
4. You may not redelegate the authority granted herein.
5. Under no circumstances are you to assume that the Agreement has been extended or otherwise renewed unless you are informed by the Contracting Officer.
6. This designation shall remain in effect throughout the Agreement life unless sooner revoked in writing by the Contracting Officer or by your reassignment.
7. This delegation of authority revokes all prior delegations issued under this Agreement.

Contracting Officer,
Contracting Officer

Please acknowledge receipt of this delegation by signing and returning it to the Contracting Officer. A copy for your file will be provided.

C.O.T.R. _____ Date: _____

Sharing Partner _____ Date: _____

II.G.4.
REVENUE REPORT

VA Greater Los Angeles Healthcare System
Asset Management Alternative Revenue Recurring Report
January 1, 2011 to September 1, 2012

<u>Name Account #</u>	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Terms</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
Twentieth Century Fox Television							0.00
Total Twentieth Century Fox Television							0.00

II.H.
US VETS INITIATIVE

II.H.1.
PROPOSAL DOCUMENTS

Greater Los Angeles Healthcare System
VA Golf Course

Facility: 691 VISN 22

June 30, 2009

This is a sharing agreement with a non-profit organization, to perform the business and financial administration of the golf course on the West Los Angeles Campus of the Veteran Administration's Greater Los Angeles Healthcare System. The need for this agreement is a result of the attached directives from VA Central Office, dated October 6, 2005.

1. **The resource to be sold/shared:**

The resource to be shared is the business and financial administration of the golf course located on the grounds of the VA Greater Los Angeles Healthcare System, 11301 Wilshire Boulevard, Los Angeles, CA 90073.

2. **Name of the sharing partner:**

This competitive solicitation will be offered to interested non-profit organizations.

3. **Term of the agreement:**

The term of the agreement is 5 years with one (1) 5-year option.

4. **Costing Methodology or basis of rate reimbursement:**

Fifty percent (50%) of all revenue generated from this agreement (excluding CWT) will go directly into the Medical Services Fund Control Point. All maintenance and operating costs of the golf course will be the responsibility of the non-profit.

A separate agreement will be developed between the non-profit and CWT for reimbursement of payments made to Veterans participating in the program. The expected reimbursement is solely for the labor provided through the CWT (Compensated Work Therapy) program. The rate of reimbursement is based on the state minimum wage plus 8.5%.

The total number of veterans employed by this program will be ultimately determined by the amount of revenue that is generated by the non-profit organization. However, the initial agreement will be to provide for one full-time, permanent groundskeeper hired from the CWT program and an additional four (4) CWT workers to receive training in golf course maintenance and assistance in job placement by the non-profit. The CWT workers will be utilized to provide assistance to the groundskeeper. As business progresses and revenue increases, the non-profit organization can opt to hire veterans from the pool of CWT workers as permanent employees. But to reiterate, there will be one full-time lead groundskeeper hired from the CWT program and an initial pool of four CWT workers.

5. **The current market rate in the private sector for comparable space:**

Not applicable. The total value of the initial services (training and job placement) and financial reimbursements to the veteran population provided by the non-profit should be approximately \$100,000. This amount exceeds the market rate for leasing property of comparable space in the local community.

6. **Net usable square footage being shared:**

Approximately 15 acres.

7. **Will the proposal cover all operating costs?**

Yes. The non-profit will cover all operating costs to include any advertising, products, equipment, supplies and any related maintenance and utilities. Any maintenance that needs to be done in order to get the space up to code for use by the non-profit will be the financial responsibility of the non-profit.

8. **Are we charging market rate for the space?**

While we are not charging for the space, the reimbursement by the non-profit for CWT labor alone will most likely provide us with a fair market value for this space. In addition to the reimbursement for labor, the non-profit will provide valuable services to veterans participating in this program by providing them with training in golf course maintenance, and assistance in placing veterans in competitive employment through networking efforts between the non-profit and other local businesses within the community (see #5).

9. **What are the annual operating costs (utilities & maintenance) for this space?**

At the present time, this program has been managed by CWT and on average; annual operating costs have exceeded \$18,000/year.

10. **What are the total net revenues for each year and for the life of the proposal?**

The net revenues should amount to 8.5% above the labor costs that will be reimbursed by the non-profit. Therefore, the initial net revenue will be approximately \$3,000 the first year based on the employment of four CWT workers. As the number of CWT workers employed by the non-profit increases, revenue will increase accordingly.

11. **What inflation factor is built into the charge for the space?**

The amount of reimbursement will always be based on the minimum wage in the State of California. Therefore, inflation will be based on increases in state minimum wage.

12. **Specify and quantify what dollar and/or other VA outlays (e.g. construction/renovation, utilities, telephones, etc.) are involved in this proposal?**

Any cost associated with this will be the responsibility of the non-profit.

13. **What is the CARES potential impact or long-term plans for this space?**

There is no CARES impact due to the fact that there is a Termination for Convenience clause.

14.

15. **How will current, not potential future, veterans benefit from this proposal agreement?**

Presently there are five CWT workers participating in this program, including one CWT worker functioning as lead groundskeeper. The VA golf course will continue as a Work Therapy Program utilizing the CWT program, which serves veterans with psychiatric and/or substance abuse diagnoses. The non-profit will help maintain a process whereby CWT workers will be trained to move on to community employment as new CWT workers are admitted to the program.

15. **How will security of the space and personnel be handled?**

The West Los Angeles VA Medical center is patrolled 24 hours a day by the VA GLAHS police and security to ensure the safety of the tenants, patients and employees. There will continue to be clinical supervision provided by the CWT program professional staff to provide on-the-job support and manage employee development. The non-profit will also provide any additional security they feel is necessary. If incidents occur which require GLA involvement, the cost of addressing those incidents will be the responsibility of the non-profit.

16. **Will this agreement require the partner to comply with all applicable VHA & VA codes, including handicapped accessibility?**

Yes.

17. **How will vehicle insurance and liability issues be handled?**

Due to the fact that CWT workers are not permitted by VA policy to operate vehicles, the non-profit will handle both driver insurance and other liability issues involving the VA Golf Course's vehicles. It will later be determined if this non-profit will become responsible for the existing vehicles or procuring their own.

18. **Examples of business and financial aspects this non-profit will administer.**

- a. The non-profit will provide detailed accounting systems compliant with requirements of the VA.
- b. The non-profit will enhance the Golf Course retail activities to enable the VA Golf Course to process credit card purchases.
- c. CWT workers hired as permanent employees of the non-profit organization will be able to perform deliveries and financial transactions not permitted by patients under VA care.

19. **Will this non-profit organization alter the clinical atmosphere?**

No, in fact, it should enhance the clinical atmosphere. Employee training and development will be taking place under the clinical supervision of the CWT program. Therefore, the CWT program can focus solely on its clinical duties while the non-profit handles the business aspects of the VA Golf Course.

A non-profit with a history of working effectively with populations that have disabilities is desired. Their approach must be both therapeutic and educational. This non-profit must be capable of working closely with the CWT program to ensure that a positive clinical environment will be maintained.



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

October 2, 2009

In Reply Refer To: 691/10A5

Dear Applicant,

The VA Greater Los Angeles Healthcare System (GLAHS) is releasing a Request for Proposal (RFP) to any and all interested non-profit organizations to manage and operate the VA golf course on the West Los Angeles campus of the Greater Los Angeles Healthcare System. Within the RFP you will find the General Requirements, General Conditions and the Solicitation, Evaluation and Award process governing this formal stage of the project. GLAHS will be holding a Pre-Proposal Meeting in Building 220, Room 214 at 10:30 AM on Friday October 23, 2009 at the West Los Angeles VA Medical Center 11301 Wilshire Blvd (map enclosed). The Pre-Proposal Meeting will be followed by a walk-through of the golf course.

Proposals are due no later than 5:00PM on Friday November 13, 2009.

All questions regarding this RFP should be directed via email to Ms. Lori Moore with the Office of Asset Management at lori.moore@va.gov by Friday October 16, 2009. Respondents should submit all questions in writing so that responses to all questions can be disseminated to all applicants. Should you have any questions regarding this project, feel free to contact Ms. Dominga Valentino at (310) 268-3789. Thank you for your interest in this project benefitting our nations Veterans.

Sincerely,

Ralph Tillman,
Director, Office of Public and Consumer Affairs

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
(661) 632-1800

Los Angeles Ambulatory
Care Center
351 E. Temple Street
Los Angeles, CA 90012
(213) 253-2677

Santa Barbara Community
Based Outpatient Clinic
4440 Calle Real
Santa Barbara, CA 93110
(805) 683-1491

Sepulveda Ambulatory Care
Center and Nursing Home
16111 Plummer Street
North Hills, CA 91343
(818) 891-7711

West Los Angeles
Healthcare Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
(310) 478-3711

Issue Title: RFP for WLA Golf Course (GC)

Date of Report: 8/24/09

Background:

The GC concept paper was approved by WLA on April 10, 2009; the Network on May 25, 2009 and VACO on July 6, 2009.

The solicitation was sent to Regional Council on August 21, 2009 for review and approval. Upon approval, the solicitation will be sent to those who have expressed interest in bidding. The intended-release date for the solicitation is Thursday, September 3, 2009.

Technical Evaluators selected to review the bids are: Lori Moore, Bill Daniels, Bob Benkeser and Charles Lemle.

Current Status:

Solicitation is currently with Regional Counsel for review/approval.

Action:

Further action awaits approval from Regional Counsel.

Reg Cnsl's ^(att'd) comments
read'd + incorporated
into draft RFP
8/31/09

(D)

Request for Proposal

RFP VA _____

**SOLICITATION FOR A NON-PROFIT ORGANIZATION
TO OPERATE THE GOLF COURSE
ON THE WEST LOS ANGELES CAMPUS
OF THE VETERANS ADMINISTRATION
THROUGH THE ENHANCED SHARING AUTHORITY**

**FOR: VA GREATER LOS ANGELES HEALTHCARE SYSTEM
11301 WILSHIRE BOULEVARD
LOS ANGELES, CA 90073**

Date of Issuance:	August 24, 2009
Date of Pre-Conference:	September 14, 2009
Offer Due Date:	October 2, 2009
Contracting Officer:	Mr. Ralph Tillman (310) [REDACTED] FAX (310) 268-4196
Submit Offers to:	VA Greater Los Angeles Healthcare System Office of Asset Management (10A5) Bldg. 220, Room 216 11301 Wilshire Blvd. Los Angeles, CA 90073

SOLICITATION INDEX

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SECTION I

GENERAL REQUIREMENTS

A. Purpose: The Department of Veterans Affairs (hereafter 'DVA') is currently seeking a non-profit organization to oversee the management and administration of the golf course at the West Los Angeles Veteran's Administration. The golf course is located on the West Los Angeles Campus of the VA Greater Los Angeles Healthcare System (GLAHS) located at 11301 Wilshire Blvd, Los Angeles, CA 90073. The West Los Angeles VA golf course is currently used as a therapeutic rehabilitation resource for the veteran patients. The purpose of this solicitation is to seek out a non-profit organization to administer the business aspects of the golf course associated with maintaining a public pay-to-play fee structure, while working with veteran patients and Compensated Work Therapy (CWT) patients. The revenue generated by the non-profit will first reimburse the CWT program for the labor provided; secondly, fifty percent (50%) of all revenue generated from this agreement (excluding CWT) will go directly into the Medical Services Fund Control Point.

B. Operation: In the past, the golf course has been active in three areas of involvement for the GLAHS: 1) the therapeutic rehabilitation element for the veteran patients; 2) the work therapy element for veteran patients involved in the Compensated Work Therapy program, and lastly, an alternative revenue element generated from management of pay-to-play public greens fees. The golf course is a 3-par, 9-hole course encompassing approximately 15 acres. The selected provider must develop, administer and maintain a program encompassing all three elements previously mentioned while keeping VA's mission related veteran services first and foremost. All maintenance and operating costs of the golf course will be the responsibility of the non-profit and a separate agreement in the form of a Memorandum of Understanding (MOU) will be developed between the non-profit and the CWT program for reimbursement of payments made to veterans participating in the program.

C. Goal: DVA's goal is to enter into an Enhanced Sharing Agreement with a non-profit organization who will facilitate the above mission of balancing management of the VA's internal mission of therapeutic rehabilitation services for the veteran patients as well as administration of the business aspects associated with a pay-to-play public population.

D. Outcome: The DVA shall grant to the selected non-profit organization an exclusive Enhanced Sharing Agreement for a period of 5 years with one (1) 5-year option. The resultant Sharing Agreement will incorporate the terms and conditions expressed in Section II of this document.

GENERAL CONDITIONS

A. General: The project site is a 3-par, 9-hole, 15 acre golf course on rolling terrain with a small putting area and no driving range. All located on the north campus of the GLAHS. There is currently parking for approximately 30 cars, and a small Quonset hut snack shop. The non-profit organization will be required, at no cost to the DVA, to fully assess the corrections necessary to meet the conditions of this solicitation. The DVA will not provide any capital for this project and the acreage will be provided to the Sharing Partner 'as is'.

B. Government Approval Rights: DVA shall retain, throughout the term of the Agreement, prior approval and inspection rights (i.e. design, construction, operation, etc.) regarding the Sharing Partner's proposed activity. The purpose of this agreement is to ensure the activities of the Sharing Partner are consistent with the mission, activities and operations of the GLAHS.

C. Days/Hours of Operation: The Sharing Partner shall be required to have a staffing level adequate to maintain the current 'daybreak to sunset' hours of operations of the golf course, 7 days a week. Summer hours: Monday –Sunday, approximately 7:30am -7:00pm; Winter hours: Monday –Sunday approximately 8:00am -5:00pm.

D. Security: The West Los Angeles VA Medical center is patrolled 24 hours a day by the VA GLAHS police and security to ensure the safety of the tenants, patients and employees. There will continue to be clinical supervision provided by the CWT program professional staff to provide on-the-job support and manage employee development. The non-profit will also provide any additional security they feel is necessary. If incidents occur which require GLA involvement, the cost of addressing those incidents will be the responsibility of the non-profit.

E. Insurance: Sharing partner shall furnish, or cause to be furnished, original certificates of insurance to DVA. Insurance will be maintained at all times during the Period of Performance of the Sharing Agreement.

F. Title to Improvement: At termination of the Sharing Agreement, ownership of all Capital Improvements reverts to the DVA and will become property of the DVA, which will have sole responsibility for the control and disposition of the improvements.

SECTION II

SOLICITATION/EVALUATION/AWARD PROCESS

1. **Selection Process:** Following the due date for submission of proposals, DVA initially will review all submissions for completeness and adhere to the requirements of the Request for Proposal. At the sole discretion of DVA, incomplete submissions may either be rejected or returned to the respondent for completion and re-submission.

Complete and acceptable submissions will be reviewed and evaluated by DVA. Based upon discussions and responses to questions addressed to the respondents, DVA may then request "Best and Final" offers. Such Best and Final offers will be treated as firm submissions, in place of or modifying initial offers.

DVA intends to select the Provider whose offer best conforms to this Request for Proposal and is considered most advantageous to DVA. Offers will be evaluated on the qualifications, experience and financial responsibility of the respondent along with its proposed Development Plan (**Attachment No. 8**). DVA will select a Preferred Provider whose submission best satisfies all of the following (and addressed in **Attachment No. 1**) evaluation factors:

Providers' Qualifications and Experience

Provider's Plan of Control and Management

Provider's Financial Proposal (Anticipated Financial Model for Development, Construction, and Operation)

Provider's Response to Program requirements

Provider's Design Concept for facility renovations

The Preferred Provider will be required to provide DVA with a Development Plan within 60 days of notification of the selection. If the plan is acceptable to the DVA a sharing agreement will be executed.

DVA reserves the right to award as a result of initial offers; to reject any or all offers at any time prior to award; to discuss any submission with the proposed Provider; and waive informalities and minor irregularities in offers received. DVA may enter into negotiations on the basis of initial offers received without discussions; therefore initial offers should contain the Provider's best terms. In any and all events, DVA shall not be liable for any costs associated with the preparation, clarification or negotiation in response to this request for Proposal.

This Request for Proposal, the Provider's submission, and any relationship between DVA and Provider arising from this Request for Proposal, are subject to the specific limitations, conditions and representations expressed in this Request for Proposal. Any questions regarding conflicts or apparent conflicts or any other substantive matters arising during preparation of the submission should be addressed, in writing, to the Contracting Officer.

SECTION II (Cont'd)

Claims for broker's fees will not be paid by DVA. Each respondent shall indemnify and hold DVA harmless for all claims, liabilities and costs arising from any person's claim for brokerage commissions, finder's fees or other remuneration based in whole or in part on the presentation of a submission, any negotiations or execution of any agreement.

DVA reserves the right to modify and/or suspend any and all aspects of the offering, request additional information, and waive any defects as to form and/or content of the Request for Proposal or any responses submitted.

2. **Enhanced Sharing Agreement:** Following selection and notification of the Preferred Provider, the parties (DVA and Sharing Partner) will have ninety (90) calendar days to negotiate, draft and execute an Enhanced Sharing Agreement (See **Attachment No. 3** for sample) for this project that includes the 60 days required for the preferred provider to submit a development plan. VA may extend the 90 day period as required so long as the negotiations are moving forward and the delays do not represent an indication that the sharing agreement will be excessively delayed or is unlikely to be executed due to barriers identified. Should for any reason mutual consent to all terms and conditions of the Enhanced Sharing Agreement not be reached, such negotiations will be terminated. VA may move to the proposed Provider having the second ranked offer, and so on until mutually acceptable terms and conditions are agreed or develop another solicitation cancelling this RFP or cancel the project.

The Agreement will evidence all decisions mutually reached as to all business terms of the arrangement (fees, monetary consideration, etc.), established roles and responsibilities of DVA and Provider, the manner in which the areas will be operated, maintained and/or improved (if within resultant agreement), and an effective date for commencement of the partnership venture.

3. **Site Survey:** Potential respondents are responsible to become familiar with the site, noting all on-site conditions prior to responding to this Request for Proposal, including, but not limited to, existing conditions, utilities, vehicular and pedestrian traffic flows and emergency vehicle access. Respondent(s) should also become familiar with the wage and hour requirements of the Davis-Bacon Act; the Clinical Program Component (see **Attachment No. 2**); the Motor Vehicle Traffic & Parking Policy (See **Attachment No. 4**); DVA Signage Policy (See **Attachment No. 5**); and the Federal Acquisition Regulation Section 52.222-26, Equal Opportunity (See **Attachment No. 6**) within this document.

4. **Submittal Requirements:** Proposed Sharing Partner will submit, on or before the due date, a Proposal addressing evaluation factors (See **Attachment No. 1**). This submittal will be evaluated by DVA to determine the selection of the Preferred Provider.

Attachment Schedule

Attachment No. 1:	Technical and Cost/Price Proposal Content
Attachment No. 2:	Clinical versus Commercial Component
Attachment No. 3:	Enhanced Sharing Agreement (Sample)
Attachment No. 4:	Motor Vehicle Traffic & Parking Policy
Attachment No. 5:	Signage Policy
Attachment No. 6:	Equal Opportunity
Attachment No. 7:	Legal Description of "Shared Property"
Attachment No. 8:	Development Plan

Attachment No. 1

Offerors must submit an original and five (5) copies of the Proposal.

- **Offerors' Proposal must contain at least the following elements in the established format.**

Section One: Past Experience

- Complete Name, Address, and Telephone number of firm submitting offer.
- Name and title of individual(s) authorized to negotiate and execute agreements.
 - Detailed Resume of the Company and all KEY PERSONNEL that would be assigned to the project.
 - References – three to five references of COMPARABLE scope, including complete contact information, (name, title, address, telephone number, and contract/agreement number) completed in the last 5 years.
 - Demonstrated ability to successfully perform the requirements of this project.
 - Narrative discussion of prior experience/involvement with Government Agencies, (City, County, State, Federal)

Section Two: Operation and Management Concept

- Substantiated fees proposed to be charged to potential users, per day, per month, etc.
- Types of support programs that offeror feels would work best in the environment
- Realistic projected usage per day, per month, per year, etc.
- Copies of comparable prior print media presentations regarding marketing/outreach for the project

Section Three: Financial Proposal

- Preceding three (3) fiscal years audited financial statements.
- *Pro forma* statements including five year business plan, sources of capital and operating revenue and documentation

Section Four: Narrative Discussion: How DVA Program requirements will be achieved

- Narrative demonstration of the offeror's understanding of the requirements of the project and how they will be met.

Section Five: Design Concept

- Preliminary drawings of space including conceptual renderings

Attachment No. 2

Business versus Clinical Component

The Sharing Partner will be expected to manage and maintain the business and financial aspects associated with allowing the public to pay-for-play on the VA's golf course. This would include, but is not limited to, such items as providing accounting systems compliant with the requirements of the VA and enhancing the golf course retail activities to enable the VA golf course to process credit card purchases—as the potential exists for expansion of the golf course snack shop and cold beverages, it is vital to understand that no alcohol is permitted on the VA campus. The Sharing Partner must also hire CWT workers as permanent employees of the non-profit organization to perform deliveries and financial transactions not permitted by patients under VA care.

The VA golf course will continue as a Work Therapy Program utilizing the CWT program, which serves veterans with psychiatric and/or substance abuse diagnosis. The non-profit will help maintain a process whereby CWT workers will be trained to move on to community employment as new CWT workers are admitted to the program.

Of utmost importance, the Sharing Partner must maintain the golf course's therapeutic and rehabilitative atmosphere, if not enhance it, while developing and managing a business model and financial program for the golf course.

The Sharing Partner should have a history of, and must demonstrate the ability to work effectively with, populations that have disabilities. Sharing Partner will be required to utilize a unique approach to greens maintenance and golf course management that is simultaneously therapeutic and educational to our veteran patients. Sharing Partner must ensure that a positive clinical environment is maintained while seeing to the needs of the public participants and keeping strict records of all financial transactions involving public 'pay-to-play'.

The revenue generated will first reimburse the labor provided through the CWT program. Fifty percent (50%) of all revenue generated from this agreement (excluding CWT) will go directly into the Medical Services Fund Control Point. Sharing Partner is responsible for all other operating costs to include advertising, products, equipment, supplies and related maintenance and utilities. Any maintenance that needs to be done in order to get the space up to standards for use by the non-profit will be the financial responsibility of the non-profit.

The expected reimbursement to the CWT program is solely for the labor provided. The rate of reimbursement is based on the state minimum wage plus 8.5%. The total number of veterans employed by this program will be ultimately determined by the amount of revenue that is generated by the non-profit organization. However, the initial agreement will be to provide for one full-time, permanent groundskeeper hired from the CWT program and an additional four (4) CWT workers to receive training in golf course maintenance and assistance in job placement by the non-profit. The CWT workers will be utilized to provide assistance to the groundskeeper. As business progresses and revenue increase, the non-profit organization can opt to hire veterans from the pool of CWT workers as permanent employees.

Payments in lieu of rent shall consist of the management of the VA golf course to include development and implementation of a business model and financial program to handle pay-to-play participants while maintaining a therapeutic and rehabilitative environment for veterans. Plus a profit sharing agreement to include 50% of all revenues (excluding CWT) to go directly into the Medical Services Fund Control Point leaving all maintenance and operating costs of the golf

course the responsibility of the Sharing Partner. The Sharing Partner will be responsible for financing and/or obtaining financing to develop, construct, manage and perform under the terms of the Sharing Agreement.

Attachment No. 3

**Department of Veterans Affairs
Greater Los Angeles Healthcare System
Enhanced Sharing Agreement
West Los Angeles Health Care Center**

1. **Sharing Agreement:** This Contract <Insert Contract Number> is a Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.

This Sharing Agreement provides for the use of Department of Veterans Affairs, **Greater Los Angeles Healthcare System, West Los Angeles** space, land use and/or other resources, (the "Shared Property") as specified in subparagraph 1B below.

The terms of the Contract are as follows:

- A. **Parties: Sharing Partner** and the Department of Veterans Affairs (DVA), Greater Los Angeles Healthcare System (GLAHS).

- B. **Resources to be shared:** As stated within RFP_____

- C. **Period of Performance:** Five (5) years and one (1) 5-year option

- D. **Financial proposal including *pro forma*:** As mutually agreed upon in the Development Plan

- E. **Payment:** Payments in lieu of rent shall consist of the management of the VA golf course on the West Los Angeles campus to include development and implementation of a business model and financial program to handle public pay-to-play participants while maintaining a therapeutic and rehabilitative environment for veterans. Plus a profit sharing agreement to include 50% of all revenues (excluding CWT) to go directly into the Medical Services Fund Control Point leaving all maintenance and operating costs of the golf course the responsibility of the Sharing Partner. The Sharing Partner will be responsible for financing and/or obtaining financing to develop, construct, manage and perform under the terms of the Sharing Agreement.

- F. **Authorization to Act on Behalf of the DVA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES:** The Contracting Officer ("CO") is the only United States Government ("Government") official who shall be authorized to enter into, modify, administer and terminate this Agreement and to give any and all direction required of the DVA under this Agreement.

- G. **Restriction:** The Department of Veterans Affairs (hereinafter: "DVA"), GLAHS, prohibits the use of DVA property for the purpose of carnivals (i.e., amusement rides of any kind and animal

displays/acts). The DVA, GLAHS, prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA, GLAHS, has been obtained and such approval is incorporated into this Contract. The DVA, GLAHS, prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. The sale or consumption of alcohol on the Shared Property strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY. Any specific requests for activities or event elements not described above or in "RFP VA _____" are to be submitted in writing to the CO listed below. Requests shall be made at least 30 days prior to the performance date to which the activity applies. Upon receipt, requests will be reviewed by appropriate DVA personnel and Sharing Partner will be notified in a timely manner as to the result.

- H. **Security:** The Department of Veterans Affairs Security Police patrol the area 24 hours a day to ensure the safety of the tenants, patients and employees. The Sharing Partner may provide any additional security they feel is necessary. If incidents occur which require GLA involvement, the cost of addressing those incidents will be the responsibility of the Sharing Partner. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) or DVA GLAHS Security Police, may be conducted during the period of performance, provided that said random inspections do not materially interfere with Sharing Partner's activities.

- I. **Maintenance:** The Sharing Partner shall be solely responsible for any and all costs associated with repair and maintenance of the Shared Property, as well as all improvements made to the Shared Property.

- J. **Utilities:** VA will be responsible for providing utilities. Sharing Partner will be required to pay for utilities above and beyond normal usage.

- K. **Insurance:** Sharing Partner shall furnish, or cause to be furnished, original certificates of insurance to DVA five (5) days prior to the use of the Shared Property. The term of the insurance, and successor policies, must in the aggregate be for the duration of the Period of Performance covered by this Sharing Agreement.

1. **Types of Limits of Insurance:** The following types and limits of insurance are required:

- a) Comprehensive or commercial general liability insurance to include the following coverage: premises/operations, products/completed operations (when applicable), contractual personal injury, broad form property damage, with limits not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

- b) Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury and property damage, including coverage of owned, non-owned and hired vehicles, including loading and unloading operations.
- c) Workers Compensation Insurance and Employer's Liability Insurance, as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident or occurrence.
- d) DVA may require other insurance coverage deemed appropriate for a specific event.
- e) DVA or designee is hereby authorized to reduce the requirements set forth herein in the event it is determined that such reduction is in the best interests of DVA. Such reduction shall not be binding unless in writing and signed by DVA or designee.
- f) The CO or his or her designee is hereby authorized to reduce the requirements set forth herein in the event that they determine that (i) such reduction does not unduly diminish protection of the DVA or its assets, or (ii) the requirement of these coverages would impose an unreasonable financial burden upon the Sharing Partner. Such reduction shall not be binding unless in writing and signed by the CO or his or her designee.

2. Coverage:

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

- e) Subcontractors (if utilized). Sharing Partner shall include each of its subcontractors as insured under the policies of insurance required, or alternatively shall provide to DVA certificates of insurance and binding endorsements evidencing satisfactory compliance by each subcontractor with insurance requirements stated herein.

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

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

4. Acceptability of Insurers:

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

5. Remedies for Breach of Insurance Requirements:

If Sharing Partner, for any reason, fails to obtain within ninety (90) days and to maintain insurance coverage which is required pursuant to this Section, the same shall be deemed a material breach of contract. The DVA, at its sole option exercisable any time after Sharing Partner's failure to cure said breach within thirty (30) days after receiving written notice thereof, may terminate this Agreement and obtain damages, if any, from the Sharing Partner resulting from said breach.

- L. **Damages:** Sharing Partner will ensure performance area(s) is/are restored to pre-existing conditions (fair wear and/or tear excepted) at expiration of performance. The Sharing Partner shall be responsible for all damages to the DVA, GLAHS property caused by their negligence. Any repairs, if necessary, will be at the expense of Sharing Partner.

2. General terms and conditions shall be as follows:

- A. **Relationship:** The relationship of the parties is not and shall not be construed or interpreted to be partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship. Nothing contained herein shall be construed as an employment relationship or partnership between DVA and Sharing Partner.
- B. **Termination:** The DVA may terminate this Agreement, or any part thereof, for cause in the event of any material default in its performance under the terms of this Agreement by the Sharing Partner, or if the Sharing Partner fails to follow DVA regulations or the CO's instructions concerning the use of the Shared Property under the terms of this Agreement, or if the Sharing

Partner fails to provide the DVA, upon written request, with adequate assurances of future performance, by giving at least ninety (90) days prior to written notice. In the event of termination for cause; the Sharing Partner shall be liable to the DVA for any and all rights and remedies provided by law.

1. The DVA reserves the right to unilaterally terminate this agreement immediately and without cost to DVA if Sharing Partner has caused Government owned assets or the public to be endangered.
 2. Suspension of Performance. This Sharing Agreement can be suspended by DVA within 12 hours notice at any time should it be necessary in the event of a Federal emergency or other disaster affecting the operation of the Federal Government, without cost liability assessed the Government. Performance will be permitted to continue upon cancellation of the suspension following stabilization of the emergency or other disaster. Rental obligations shall be abated entirely if suspension of performance lasts more than 24 hours until such time that performance is restored.
- C. **Modification:** This Agreement may need to be modified during the Period of Performance. All modifications shall be in writing and, except for termination, have the written consent of both parties.
- D. **Governing Law:** This Contract shall be governed, construed, and enforced in accordance with Federal law.
- E. **Contractor Disputes:** All disputes arising under or relating to this Contract shall be resolved in accordance with this Section
1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Agreement Terms, or other relief, arising or relating to the Agreement.
 2. Any controversy or claim arising out of or relating to this Agreement on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall promptly furnish a written reply on the claim to the Sharing Partner.
 3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration at the Civilian Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.

- F. Use of the DVA, GLAHS's Name (Advertising):** Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, GLAHS directly or indirectly, in any form of advertising without the written consent of the DVA, GLAHS. (Endorsements (advertising) subject to 5 C.F.R. 2635.702)
- G. Filming Activities:** DVA will retain all filming rights to the VA golf course for the Period of Performance of this Agreement.
- H. Indemnification:** Sharing Partner shall hold harmless and indemnify the DVA from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Agreement. As determined under and to the extent permitted by the provisions of the Federal Tort Claims Act (28 USC Sections 2671-2680), the United States shall be liable for and hold harmless the Sharing Partner, its agents and employees from any and all claims, suits, losses, damages or expenses for injuries to any and all persons whomsoever, and all property damage, arising or growing out of or in any manner connected with activities performed under the authority of the Agreement.
- I. Performance Reports:** Sharing Partner shall submit a performance report annually. The performance report shall both qualitatively and quantitatively address performance up-to-date as well as target areas of improvement. These reports shall be produced and submitted at no charge to DVA. In addition, a representative from the Sharing Partner may be required to conduct a review with DVA personnel to review the performance report on an as-needed basis.
- J. Performance Area Improvements:** No physical improvements or modifications to the Shared Property shall be performed without prior written consent of the CO.
- K. Inspection:** The DVA reserves the right to enter upon the Shared Property for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the DVA. The DVA shall make every effort to not materially interfere with Sharing Partner's performance.
- L. Force Majeure:** Neither the Sharing Partner nor the DVA shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the DVA and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.
- M. Severability:** If any provision of the Agreement is rendered invalid or unenforceable by any law, rule, or regulation, or declared null and void by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

Notification: All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

Department of Veterans Affairs
Greater Los Angeles Healthcare System
Ralph D. Tillman, Chief
Office of Asset Management
11301 Wilshire Blvd.
Los Angeles, CA 90073
Telephone: (310) [REDACTED]
Facsimile: (310) 268-4196

Sharing Partner

Name, Title
Department
Address
City, State, Zip
Phone
Fax

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

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

Sharing Partner

By _____
Ralph Tillman
Contracting Officer
Office of Asset Management

By _____
Name
Title
Organization

Date

Date

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

GLA POLICY

MAY 2004

00-10A-07B-03

MOTOR VEHICLE TRAFFIC AND PARKING POLICY

1. **PURPOSE:** The purpose of this policy is to establish a policy governing parking, traffic control and regulations on VA Greater Los Angeles Healthcare System (GLA) grounds.
2. **POLICY:** It is the policy of GLA to provide parking space for patients, visitors, volunteers, and employees within the criteria established by the Department of Veteran Affairs (VA) and consistent with the mission of GLA. Also, it is the policy to establish control and traffic regulations applicable to motor vehicles operated on GLA property. All motor vehicles operated on GLA property must comply with all posted regulations and this Policy. Motor vehicles owned and operated by VA employees on GLA grounds must be registered with the VA Police Service within 24 hours after reporting for duty. The VA is not responsible for damage, theft, etc., to automobiles parked on the grounds. To encourage carpooling as part of a national effort in energy conservation, and the most effective use of motor vehicles, GLA has provided a number of parking areas specifically designated for carpool parking. Operators of all vehicles on the grounds will drive their vehicles in such a manner as to protect all persons and property from damage.
3. **DEFINITIONS:**
 1. Proprietary jurisdiction is the term applied in those instances wherein the Federal Government has acquired some right or title in an area in a State, but has not obtained any measure of the State's authority over the area. In this instance, the State has sole criminal jurisdiction except for all violations of Federal statutes. GLA Community Based Outpatient Clinics fall under proprietary jurisdiction.
 2. Concurrent jurisdiction is the term applied in those instances wherein the Federal Government has acquired some right or title in an area in a State, and the State has reserved to itself the right to jointly exercise authority with the Federal Government. Specific circumstances of each case and local arrangements determine which entity enforces the law. West Los Angeles Healthcare Center, Los Angeles Ambulatory Care Center, and Sepulveda Ambulatory Care Center and Nursing Home fall under concurrent jurisdiction.

4. RESPONSIBILITIES:

A. Chief, VA Police Service:

- (1) Develop traffic, parking control and vehicle registration system for the facility. The VA Police will issue vehicle registration decals and enforce traffic and parking regulations.
- (2) Will ensure roadways and parking areas are posted with signs clearly designating speed limits, time limits, reserved/restricted spaces, and enforcement methods in use.

B. Associate Director, Primary and Ambulatory Care Service will instruct prospective inpatients to the Nursing Home Care Unit and Inpatient Care Wards that there is no on station long-term parking. If, at any time, a patient must leave his/her vehicle overnight on the grounds during his/her stay at the facility, or subsequent transfer to another VA facility, the patient may be advised to park the vehicle in a specific parking lot. VA Police may assist in moving the vehicle to that lot. In the event of a scheduled transfer to another DVA facility, every effort will be made to have the patient relocate the vehicle to the receiving facility or off VA property.

C. Chief, Human Resources Management (HR) will inform new employees where and how to register their vehicles(s).

D. Directors of their respective facilities, with the assistance of the Chief, VA Police Service, will ensure compliance with this policy to the extent it is applicable to that facility.

E. Department Chiefs will encourage employees to register their vehicles with the VA Police and display the decal in conformance with policy and will ensure their employees are familiar with the requirements of this policy.

F. Employees shall conform to the posted restrictive signs on the grounds and to the regulations (VAR 1.218) posted in the lobbies of all main facility buildings.

G. Employee Ridesharing Committee Chairperson will maintain a list of rideshare employees and will issue car/van pool decals accordingly.

5. PROCEDURES:

A. ENFORCEMENT:

- (1) The VA Police is empowered to enforce State and Federal laws, and applicable DVA Regulations, CFR 1.218, concerning the operation and parking of motor vehicles on government property.

- (2) Except for parking of vehicles in designated fire lanes, emergency vehicle areas and other essential lanes, a "Courtesy Violation Notice" (if vehicle is registered with GLA) will be issued for the first and second offense within a one-year period which conforms to the AFGE Union Agreement. Unregistered vehicles are not protected by this (AFGE Union) clause, and the Police Officer's discretion will prevail. A "U.S. District Court Violation Notice" will be issued for third and subsequent offenses, with appropriate fines.
- (3) Information relevant to the issuance of courtesy citations will be forwarded to the appropriate Department for their action.
- (4) Counseling letters may be issued through Department Chiefs for their employees who violate traffic and parking regulations.
- (5) Persons failing to comply with verbal instructions given by a VA Police Officer will be subject to issuance of a "U.S. District Court Violation Notice".
- (6) Any person receiving a "Courtesy Violation Notice" or a "U.S. District Court Violation Notice" is required to comply with the instructions contained on the citation, at the time of issuance.
- (7) Specific traffic offenses committed at GLA facilities that require mandatory appearances before the U.S. Magistrate are subject to legal enforcement as prescribed by law.
- (8) Any other violation of posted parking restrictions or moving violations, in contradiction with the GLA Policy, as provided in the enabling legislation passed by the Congress of the United States and signed by the President, will result in the issuance of a "U.S. District Court Violation Notice".
- (9) All vehicles parked illegally, or for more than 24 hours on GLA grounds, are subject to removal by towing and all costs will be the responsibility of the owner or driver of the motor vehicle.
- (10) The enforcement of parking regulations will be consistent.

B. REGISTRATION:

- (1) All privately owned motor vehicles and motorcycles belonging to GLA personnel, and to persons occupying consulting positions within GLA, will be registered through the DVA Police Service.

- (2) Request for cardkeys and/or decals for personnel authorized for consideration of restricted area(s) will be submitted by memorandum, through their respective Department Chief, to the Chief of Police for recommended approval or disapproval.
- (3) Changes in vehicles or license plates require re-registration with VA Police Service.
- (4) GLA decals are the property of GLA. Return of decal and cardkey is required prior to termination of employment when clearing from GLA.
- (5) HR is responsible for providing new employees with instructions and procedures for registering their vehicle(s) and directions to the different parking locations for employees.
- (6) Registration is accomplished by completing VA Form 10-6196, Privately Owned Motor Vehicle Registration, with VA Police during normal administrative hours.

C. SITE SPECIFIC PARKING: Site specific parking regulations will be included in Attachment A for the West Los Angeles Healthcare Center and Attachment B for Sepulveda Ambulatory Care Center.

D. POSTED AREAS (HANDICAP, GOVERNMENT VEHICLES AND DIALYSIS):

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

E. REGULATIONS:

- (1) Temporary permits shall be issued by the Chief, VA Police Service or designee, not to exceed one (1) day, to those who have extenuating circumstances and are issued on a case-by-case basis.
- (2) Parking is permitted in designated parking lots only. Parking in roadways, fire lanes, ambulance entrances, crosswalks, yellow and red-curbed areas, grassy areas, receiving/delivery/loading areas, etc., is prohibited. Only a VA Police Officer has the authority to park a motor vehicle in these areas.
- (3) Motor vehicles operated on GLA grounds must have a current valid state registration and license plates.

(4) Drivers operating motor vehicles or bicycles on Government property are responsible for operating in a safe manner and observing the GLA traffic regulations and the "Rules of the Road", State of California motor vehicle laws.

(5) All unattended motor vehicles and bicycles on this property must be locked.

F. ACCIDENTS:

(1) All accidents involving motor vehicles operated on GLA grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to the VA Police Service.

(2) The VA assumes no responsibility for accidents occurring on Medical Center grounds between privately owned motor vehicles; however, such accidents should be reported to the VA Police Service.

G. CARPOOL:

(1) A carpool consists of two (2) or more GLA employees who work a similar tour of duty, and ride together at least three (3) to five (5) consecutive days each week (approved leave excluded). All carpool requests must be approved by the Chief, VA Police Service or by his/her designee.

(2) Employees, once authorized to participate in the carpool program, must obtain from the VA Police Service, a special decal that must be displayed on the vehicle. Employee(s) must also possess and display on the vehicle the required GLA vehicle decal.

(3) The employees are required to complete the carpool registration forms annually. These forms may be obtained through the carpool coordinator, located at the VA Police Service office.

(4) The driver will provide a listing of all employees (two or more) who are a part of that particular carpool group, including the number of vehicles to be used to carpool.

(5) The Chief, VA Police Service or designee will determine when the parking space is no longer needed.

(6) If all the carpool participants are absent, the driver must park in the regular employees' parking lot.

(7) Carpool parking at Los Angeles Ambulatory Care Center will be addressed in Attachment C.

H. HANDICAP PARKING:

- (1) Handicapped persons are defined as those so severely handicapped as to require parking in areas to afford barrier free paths to treatment facilities or the employees' work locations. Employees eligible for "temporary" reserved handicap parking include:
 - (a) Those confined to wheelchairs.
 - (b) Single or double-lower limb amputees.
 - (c) Those with lower limb impairments, which require the use of assist or devices for ambulation.
 - (d) Those with medical conditions that severely restrict ambulation.
- (2) Any handicapped employee (as defined in paragraphs 1, a, b, c, and d above, who desires reserved parking privileges in a handicap area must meet all required criteria, along with a medical justification from their attending physician. They must then present themselves to the VA Police Service and, if approved, a temporary permit for thirty (30) days will be authorized. If the disability should continue past thirty (30) days, it is incumbent upon the employee to apply for a State of California Handicap placard.
- (3) Handicapped parking spaces will be allocated according to VHA Headquarters mandates and will be located closest to treatment areas and employees' work sites accordingly. Under state law, handicapped parking spaces cannot be reserved for a specific category of person, (i.e., employee). Handicapped placards must be predominately displayed within the vehicle.

I. CONTRACTORS/SUBCONTRACTORS:

- (1) It is the responsibility of all contractors and subcontractors to comply with parking regulations and direct orders from VA Police Officers in their duties of directing traffic. Failure to comply could lead to citations and the loss of parking privileges.
- (2) The contractor and subcontractor are issued a "Temporary Parking Authorization" permit from Engineering. This authorization is signed by the Chief, Police Service and expires when the job is completed.
- (3) The "Temporary Parking Authorization" permit must be mounted on the front dashboard of the contractor/subcontractor's vehicle. The expiration date is noted on the permit.

J. PARKING OF CAMPERS, TRAILERS, AND MOTOR HOMES ON GLA CONTROLLED PROPERTY:

- (1) VA Police Officers, when confronted with a request by a patient/visitor or an employee to park or sleep overnight in a trailer, camper, or motor home at GLA, will inform the requester that such parking is prohibited for safety and liability reasons, unless prior approval is received from the GLA Director or designee.
- (2) VA Police Officers will also investigate all trailers, campers, or motor homes found parking on VA grounds after hours or on weekends/holidays. If found to be occupied, inhabitants will be asked to remove their vehicle from the grounds, and should be informed of this policy.

M. TRAFFIC CONTROL:

- (1) All vehicles must be registered and operated in accordance with the State of California laws.
- (2) All vehicle operators must possess a valid state operator's license and comply with the restrictions thereon.
- (3) The speed limit on all GLA roads is 20 MPH at the West Los Angeles Healthcare Center and 15 MPH at the Sepulveda Ambulatory Care Center, unless otherwise posted, and 5 MPH in parking lots. For safety purposes, VA Police may use radar to monitor and enforce vehicle speed rules on station.
- (4) Vehicles will be operated on paved roads only. (This does not apply to Government maintenance vehicles being operated in the performance of official duties).
- (5) Vehicle operators must be continually on the alert for pedestrians, particularly patients, and be prepared to stop at any time.

6. REFERENCES:

- A. MP-1, Part 1, Chapter 37
- B. MP-1, Part 1, Chapter 34
- C. MP-1, Part 1, Chapter 43
- D. MP-1, Part 1, Chapter 2, Section B Paragraph 16

E. Key Words: Parking Enforcement; Handicap Parking; Traffic Control

7. **RESCISSION:**

Corporate Policy 00-10A-132-03, dated December 1999, VA Greater Los Angeles Healthcare System.

Attachment A

00-10A-07B-03

WEST LOS ANGELES HEALTHCARE CENTER, SITE SPECIFIC

1. GENERAL PARKING, NORTH OF WILSHIRE, West Los Angeles Healthcare Center:

A. The following have been designated as employee parking lots: 7, 9, 10, 16, 17, 19, 20, 21, 27, 28, 38, 48 & 49.

B. Street parking prohibited except:

1) Loading and unloading in front of Buildings 256, 257 & 210 where it is posted Government parking. This area will be open parking from 4:30 pm to 6:30 am. All other times will be for "Government Vehicle" parking only. Exception: All parking behind Buildings 300 loading dock areas will be enforced at all times.

2) Vandergrift Avenue and Bonsall Avenue: Parking will be allowed between the hours of 4:30pm and 8:00am Monday through Friday, and all day Saturdays, Sundays and holidays.

2. GENERAL PARKING, SOUTH OF WILSHIRE, West Los Angeles Healthcare Center:

A. The following have been designated as employee parking lots: 2, 3, 6 and 6A

B. Parking lots 42 & 43: Employee parking prohibited during the hours of 8:00am to 3:00pm. Swing shift and graveyard personnel are authorized to park in these lots in non-designated stalls during the period of 3:00 pm to 8:00 am, and all day Saturdays, Sundays and holidays.

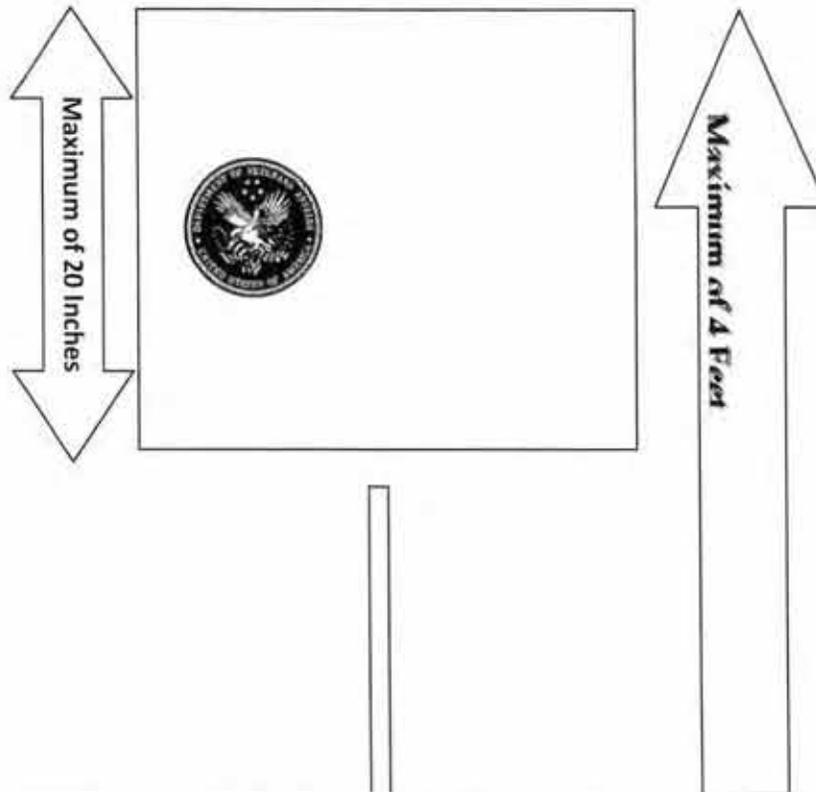
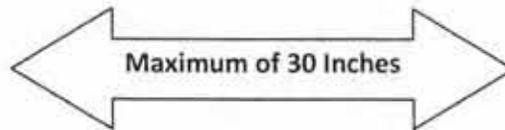
Attachment No. 5

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

Sign Posting for Special Events



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

Banners shall be 60" x 204".

Attachment No. 6

EQUAL OPPORTUNITY (52.222-26)

During performance of this Agreement, the Sharing Partner agrees as follows:

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

The Sharing Partner shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or natural origin. This shall include, but not limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) election for training, including apprenticeship.

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

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

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



Attachment No. 8

Following the Selection Notice, within 60 days (or such other time that VA may agree to at its sole and absolute discretion), the Preferred Provider will submit a detailed Development Plan for oversight and management of the VA golf course on the GLAHS West Los Angeles campus. The Development Plan must contain a description of the Project, and comprehensively address all significant issues regarding its proposed development, management, security and maintenance of the Site. Such details should include but are not limited to, the following:

- The proposed term of the Sharing Agreement
- Transaction structure – consideration to VA under the Sharing agreement
- Landscape plans
- Preliminary site layout
- Financing plan, including sources of funds and *pro forma*
- Project feasibility and anticipated timeframe for completing planned construction
- Development budgets
- Drawings, site plans and floor plans
- Demolition, relocation and renovation plans and timelines
- Environmental impacts and compliance, including documentation required to comply or facilitate compliance with NEPA
- Public/private entitlements
- Community awareness strategies and a community relations plan
- Development and construction management
- Marketing and leasing plans, including plans to ensure uses are compatible with GLAHS's mission
- Development and contracting schedules
- Management and maintenance (e.g., a funded maintenance account to cover non-routine repairs)

DVA recognizes that formulation of the Development Plan will require the Provider to work closely and cooperatively with the DVA. DVA will provide input to and cooperate with the Provider during the drafting process to facilitate preparation of the final Development Plan.

It is anticipated that the Provider will furnish the DVA with drafts of the Development Plan (or portions thereof, throughout the drafting process. The Development Plan will be subject to the review and approval of the DVA

Upon completion of the Development Plan and final approval by the DVA the Provider, subject to and upon VA's request, will enter into an Enhanced Sharing Agreement.



"SERVING THOSE WHO SERVED"

United States Veterans Initiative

A non-profit 501 (c) (3) corporation

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December 11, 2009

Mr. Ralph Tillman
VA Greater Los Angeles Healthcare System
Office of Asset Management
Bldg. 220, Room 216
11301 Wilshire Blvd.
Los Angeles, CA 90073

Dear Mr. Tillman:

I am pleased to submit U.S.VETS' proposal to manage and operate the VA golf course on the West Los Angeles campus of the Greater Los Angeles Healthcare System. U.S.VETS has a 16 year history of partnering with the West L.A. VA Medical Center, and has provided housing, support services and employment assistance to thousands of veterans during that time. We have partnered with Synergy Golf Course Management whose years of experience will bring sound business management to the project, and the demonstrated ability to raise the capital needed for golf course improvements.

Additionally, Synergy has also brought in the UCLA Athletic Department as a partner. The UCLA golf team will provide golf instruction to veterans and the active support of UCLA alumni and their community partners.

U.S.VETS will run the therapeutic aspects of the operation and will leverage \$1.3 million dollars in Department of Labor and other employment assistance funding to assist CWT workers to return to competitive employment. U.S.VETS has intimate familiarity with the CWT program and through its partner, Synergy Golf, will not only employ CWT workers at the VA golf course, but will create partnerships with surrounding golf courses to place graduates of the CWT program into full time employment in the community.

The net revenue raised as a result of the U.S.VETS partnership will benefit veterans who need help transitioning back into the workforce.

U.S.VETS looks forward to working on this project that will provide the strong therapeutic rehabilitation that is central to the golf course's mission and will offer more training and employment opportunities to veterans.

Sincerely,

Dwight Radcliff
President and CEO
United States Veterans Initiative

Phone: 213.542.2600

Fax: 213.542.5195

800 West 6th Street
Suite 1505
Los Angeles, CA 90017
www.usvetsinc.org

Tax ID# 95-4382752

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Attachments:

- #1: U.S. VETS Company Resume
- #2: Synergy Golf, LLC Company Resume
- #3: Resume, Stephen Peck, MSW (U.S. VETS)
- #4: Resume, Tom Frost (Synergy Golf, LLC)
- #5: Resume, Greg McCormack, M.Ed. (U.S. VETS)
- #6: Resume, Bridgette Cruz, MS (U.S. VETS)
- #7: References
- #8: Marketing Plan/Print media representations
- #9: Audited Financial Statements
- #10: *Pro forma*
- #11: Preliminary Golf Course Improvement Plan (Rendering)
- #12: Trailer Floor Plan and Photo
- #13: SoloRider Golf Cart Photo

Request for Proposal

**SOLICITATION FOR NON-PROFIT ORGANIZATION TO OPERATE THE GOLF
COURSE ON THE WEST LOS ANGELES CAMPUS OF THE VETERANS
ADMINISTRATION THROUGH THE ENHANCED SHARING AUTHORITY**

**FOR: VA GREATER LOS ANGELES HEALTHCARE SYSTEM
11301 WILSHIRE BOULEVARD
LOS ANGELES, CA 90073**

Section One: Qualifications and Past Experience

**(Detailed Resumes of Company and KEY PERSONNEL, References, see
Attachments #1-7)**

United States Veterans Initiative (U.S. VETS)
800 West Sixth Street, Suite 1505
Los Angeles, CA 90017
(213) 542-2600

Name/Title of person authorized to execute agreements:

Dwight Radcliff, President & CEO

United States Veterans Initiative (U.S. VETS) will partner with Synergy Golf Partners, LLC and University of California, Los Angeles (UCLA) to oversee the management and administration of the golf course at the West Los Angeles Veteran's Administration. The project

will bring together the experience and resource network of a nationally recognized non-profit in the field of service delivery to veterans, a dynamic company with expertise in golf course development and management, and a top-tier public university committed to civic and community engagement.

The mission of U.S. VETS is the *successful reintegration of veterans* into the mainstream of American society. U.S.VETS has been providing housing and comprehensive support services (e.g., case management, employment assistance, therapeutic groups) to vulnerable veterans for the past 16 years and has grown into the largest **veteran specific** non-profit service provider in the country. The agency serves more than 4,000 veterans every year at ten locations across the country and is a significant partner in the communities where it operates. Locally, U.S. VETS serves 2,000 veterans annually between its Inglewood and Long Beach locations.

U.S. VETS is a nationally-recognized leader in program development and service delivery to veterans, with the agency and various staff receiving national recognition and numerous awards for their efforts. The agency has a history of innovation that has been replicated by other agencies nationally. For example, in conjunction with the Long Beach VA, U.S. VETS developed a model dual-diagnosis program to address co-morbid mental illness and substance abuse among Veterans. Also, U.S. VETS created the first-of-its-kind program addressing sexual trauma in female Veterans. Through collaboration with U.S. VETS, the Women's Mental Health Center at the Long Beach VA Medical Center was created. U.S. VETS strives not only to increase the service it provides but to impact the delivery of institutional services.

U.S. VETS was recently invited by the Department of Veterans Affairs to make presentations of three of its special needs programs to approximately 1,300 VA clinicians and health care specialists, representatives of federal agencies, and leaders from community and faith-based service providers at the VA National Summit to End Homelessness among Veterans.

U.S. VETS shares Secretary of Veterans Affairs Eric K. Shinseki's commitment to "ending homelessness among Veterans within the next five years."

U.S.VETS has the project management experience and the organizational capacity to oversee the management and administration of the golf course at the West Los Angeles VA. The agency is experienced in complex federal grant implementation, and has the internal core competencies to manage the multiple partner relationships of this collaboration. U.S.VETS has been awarded and manages (both locally and nationally) 40 federal grants from the Department of Veterans Affairs, the Department of Housing and Urban Development (HUD), the Department of Labor, the State of California, and the Corporation for National Service.

U.S.VETS helps more than 1,000 veterans return to the workforce each year through its in-house employment assistance programs. Experience just in Southern California over the past 5 years is as follows: 2002-2003, both Inglewood and Long Beach were awarded employment grants (WIA 15% Discretionary/VWIP and HVRP) totaling \$600,000 and enrolled 376 and placed 250. 2003-2004 Inglewood and Long Beach were awarded \$600,000 (WIA 15% Discretionary/VWIP and HVRP) and enrolled 365 and placed 315. 2004-2005, Inglewood and Long Beach have worked in partnership to manage Federal Funding of more than \$500,000 in grants from HVRP and VWIP and met all enrollment and placement goals. 2005-2006, together Inglewood and Long Beach managed \$800,000 in Federal Funding, meeting all performance, reporting, and accounting requirements of the grants. 2006-2008 Inglewood and Long Beach worked together to manage multiple funding sources for Workforce programs, including Dept of Labor HVRP \$300,000/yr, State VEAP \$500,000 over 18 months, and State WIA Recently Separated Veterans Program \$400,000 over 18 months. During these 2 years, the programs met all performance goals, provided timely reports required, and managed all grant provision and services. The overall agency-wide budget figures from the past five years are: 2004-2005: \$18,226,628; 2005-2006: \$19,787,131; 2006-2007: \$19,271,954; 2007-2008: \$22,600,502,

2008-2009: \$22,518,024. U.S.VETS uses an accrual fund accounting system called MAS90. All systems fully comply with Generally Accepted Accounting Principles and the organization is annually audited by an outside accounting firm including an A-133 single audit as required by OMB regulations.

Synergy has built a solid foundation and staff based on knowledge gained from more than 60 years combined experience in the golf industry. Synergy has retained one of the most talented teams in the industry to cover the areas of property expertise and golf course management, accounting and human resources, agronomy, and food and beverage. Heading the Synergy effort is Tom Frost. Tom brings over 30 years of individual industry experience across all market segments. That along with his ability to work with all stakeholders to achieve success has made him one of the top industry professionals in overall golf operations. This breadth and depth of experience allows Synergy to quickly evaluate how to position a golf facility in local and regional markets and implement the necessary marketing plan to improve operations and increase performance.

Synergy has been involved in over \$75 million dollars in golf course acquisitions and has coordinated over \$60 million dollars in golf course capital improvements. Over the past five years, Synergy has been involved in numerous projects throughout the western United States. During that time, Synergy and its affiliates have managed in excess of \$20 million dollars in revenues for their clients. Additionally, Synergy's expertise on a consulting basis has been utilized throughout the United States in all segments. At each property managed by Synergy, it oversees all aspects of golf, maintenance, and food and beverage operations. Synergy also recently coordinated the design and construction of The Links at Summerly in Lake Elsinore, CA. This course was named "Best New Course" by Randy Youngman of the Orange County Register, and the clubhouse was runner-up clubhouse of the year for *Golf Inc.* magazine and a finalist for Development of the Year in the same publication.

Synergy and its principals have a long history of community involvement and interaction. At both the ownership and management levels, Synergy believes that one of the keys to success is to be an active part of the local community.

Below is a list of some of the current and past activities that Synergy and its principals have been involved with:

- Hosted San Diego Fleet Week golf events paring members of the military with civilian partners to show appreciation for our military.
- Developed a work scholarship program for minority youth where they worked at the golf facility in return for annual support towards college.
- Offer preferred green fees and range fees to the San Diego Junior Golf program and Pro Kids.
- Host City of Chula Vista Police Activities League. Weekly golf lessons at no cost to at risk youth ages 5 to 18.
- Act as the host facility and serve as founding Board Members of The First Tee of Northern Nevada. The event has raised more than \$360,000 over the last three years and is the primary source of revenue for the chapter.
- Host the annual Mayor's Cup Golf Tournament. Funds provide parks and recreation scholarships for disadvantage and "at risk" children within the City of Sparks, Nevada.
- Donate golf facility for The First Tee of Northern Nevada's annual fundraising golf tournament.
- Host Cops 4 Kids golf event and charity banquet at the Links at Summerly and work with our vendors to donate goods and services.
- Offer preferred pricing to the athletes from the Olympic Training Center in Chula Vista, CA.

- Offered complementary green fee for one week to all San Diego area Police and Firefighters after the wildfires of 2007.

University of California, Los Angeles (UCLA) is among the top 4 public universities and top 25 universities overall and has endowments of over \$1 billion. As a public university, UCLA is steadfast in its mission to support partnerships between UCLA faculty, staff and students and community organizations to address social issues that will improve the lives of residents in Los Angeles. The UCLA men's golf team is ranked 13th in the nation and won its second NCAA Championship in 2008. The UCLA golf team student-athletes will volunteer to offer instruction, which will include basic golf skills, swing, chipping, and putting, to veterans who utilize the West Los Angeles VA golf course. Also, the university brings together an extensive West Los Angeles network of the UCLA Golf Association, which consists of UCLA students, faculty, staff, alumni, and community members.

Section Two: Plan of Control and Management

(Print media presentations regarding marketing/outreach, see Attachment #8)

Golf course usage will follow the pre-determined categories for Veteran priority play as outlined in this Request for Proposal. To reiterate the West Los Angeles VA golf course's guidelines for priority play: Clinically supervised patient therapy groups will receive top priority of use. Veteran patients with doctor's note for rehabilitation receive second priority. Veterans at-large receive third priority for golf course use. Golf course use by public at-large is subject to space availability.

Proposed Fees – Breakdown

Total Rounds: 33,000
Total Average Rate: \$8.56
Total Revenue: \$282,500

Rates do not include golf cart

	Avg. Rate	# Rounds	% Total Rnds	AGF Contribution	Avg Rds/Day	Days/Year
Daily Fee Play						
Weekday (Monday - Friday)	\$13.00	6,000	30%	\$78,000	23	260
Weekday - Veterans	\$8.00	5,000	25%	\$40,000	19	260
Weekday - Twilight	\$7.00	5,500	28%	\$38,500	21	260
Weekday Children	\$5.00	1,500	8%	\$7,500	6	260
Weekday-Outpatients	\$3.00	2,000	10%	\$6,000	8	260
FridayTotal		20,000	100%	\$170,000	77	
Weekend (Sat-Sunday)						
Weekend (Sat-Sunday)	\$13.00	4,000	31%	\$52,000	38	104
Weekend - Veterans	\$8.00	3,500	27%	\$28,000	34	104
Weekend - Twilight	\$7.00	3,000	23%	\$21,000	29	104
Weekend Children	\$5.00	2,000	15%	\$10,000	19	104
Weekend Outpatients	\$3.00	500	4%	\$1,500	5	104
Weekend Total		13,000	100%	\$112,500	120	

Total Rounds 33,000

Base Average Green fee	\$8.56	33,000
Average Fee	\$8.56	

Section Three: Financial Proposal

(Audited Financial Statements and *Pro forma*, see Attachments #9-10)

Development Timing – A new modular building will be on site within the first 120 days of operations. The modular building will be leased at a monthly rate of approximately \$1,500 per month plus an additional estimated set-up charge of \$5,000. The golf course renovation is planned for a six month period during 2011. These timelines are preliminary and may be adjusted during the final master planning period with input from West Los Angeles VA. Synergy and its principals have raised over \$2 billion dollars in capital throughout their careers. This team and their network will be utilized to coordinate the fundraising efforts for the WLA Golf Course and will bring in UCLA alumni as part of this team.

Estimated Capital Improvement Budget – Costs are reflected at market price and no assumptions have been made for pro bono work or material being provided by vendors. U.S. VETS and Synergy will utilize extensive networks to implement an aggressive program to attract vendors to sponsor the capital improvements and ongoing operations.

Golf Course Renovation (Golf course will be ADA compliant):	
9 golf course greens and Practice Green and Hitting Cages	\$500,000
9 New Tee Boxes	\$150,000
New Irrigation	\$350,000
Parking Lot Paving	\$75,000
Contingency 10%	\$107,500
Total Golf Renovation Cost	\$1,182,500

Section Four: Response to Program Requirements

For this project, U.S. VETS will leverage \$1.3 million dollars in Department of Labor (DOL) and Los Angeles Homeless Services Authority (LAHSA) employment assistance grant

funding to assist Compensated Work Therapy (CWT) workers return to competitive employment. The project will hire four (4) part-time CWT workers, who will work 20 hours per week, and one (1) full-time foreman / manager; priority will be given to current long-time CWT workers from the West Los Angeles VA golf course. Part-time CWT workers will participate in the project for 6 months each. As a result, 8 CWT workers will be trained each year. CWT workers will be enrolled in U.S. VETS' Job Readiness Training and be afforded the opportunity to receive golf course maintenance training, community transitional work experience, and supplemental "Green Workforce Training" for qualified clients. Finally, the project will make \$1.2 million worth of ADA (Americans with Disabilities Act)-compliant capital improvements to the golf course; the golf course will be equipped with a minimum of two (2) SoloRider Golf Carts to allow disabled Veterans access to the golf course.

U.S. VETS has 16 years of experience providing targeted comprehensive employment services to help Veterans with multiple barriers (e.g., substance abuse, mental illness, criminal backgrounds, intermittent work histories, etc.) return to work and positively transition back to the community. As a result, U.S. VETS is uniquely positioned to complement therapeutic patient rehabilitation for Compensated Work Therapy (CWT) workers by providing invaluable job readiness assistance and intensive case management. The project will provide training to CWT workers in golf course maintenance at the West Los Angeles VA and utilize Synergy's expansive network of golf course owners (California Golf Course Owners Association) to offer community-based transitional work experience throughout Southern California.

Given the various employment barriers which many Veterans face, the project will provide structured Job Readiness Training to include "soft" and "hard" job skill assistance to CWT workers to aid in the transition back to the community. The project will work with clients from pre-enrollment assessment through follow/up and retention to insure successful employment reintegration. The Job Readiness Training project structure is as follows:

1. Pre-Enrollment Assessments – Prior to employment-specific assessment, all participations will be assessed with respect to disability and chronic disease barriers including, but not limited to, substance abuse, mental illness including PTSD, TBI and any disabilities that veterans remain at-risk of developing. Treatment and recovery maintenance needs will be attended to prior to the delivery of formal employment services. Employment-specific services will then focus on the delivery of a battery of assessments to determine strengths and barriers to successful employment retention, and assist in the development and articulation of client’s specific goals and related client-activities with respect to post-military career options. Emphasis will be placed on assessing and identifying transferable skills that have been obtained while in the military, and how they might be utilized in the civilian workplace environment.

Assessments will include, but are not be limited to:

- a. Completion of Literacy Testing
- b. Work Personality Profile
- c. CASAS (Comprehensive Adult Student Assessment System)
- d. Review of Vocational Database
- e. Review of client’s military and post-military employment history

2. Program Enrollment Services – Information gathered during the assessment phase together with face-to-face discussions with veterans will form the knowledge base for the client-centered Individualized Employment Plan (IEP). The IEP will be completed by the veterans with the assistance of an assignment Career Counselor and prior to the delivery of the Job Readiness Curriculum.

The IEP will consist of specific short-term and long-term education, employment, and career goals; and income aspiration goals in addition to goals in employment-related areas of transportation, work dress, tools, job-site interactions, work performance and

skills building/education. Additional IEP goals focus on barrier areas such as family/social, legal, medical/psychiatric/substance abuse, and on-going veteran connectiveness.

3. Employment Placement Services – Services are divided into four key areas:
 - a. Job Readiness Curriculum – curriculum includes a minimum of 20 hours of group/one-on-one job search skills, interviewing, job application skills, current local labor demand information, resume building, job appearance, coworker interaction, job attendance and absentee notification.
 - b. Formal Job/On-the-Job training placement, formalized job training or on-the-job training will connect veterans to available community programs including those available through EDD, one-stop sites, and provided financial assistance through grant funds and other resources.
 - c. Employment placement – Job search, match and identification, employer liaison services, job application assistance and participation in local job fairs. Current employers with a history of hiring U.S. VETS program graduates include: United Airlines, Playa Vista Jobs, Universal Security, Adelphia, Comcast, SBC Communications, Swift Transportation, West Coast Valve, and Taurus Engineering, among others. Several of these local employers now call U.S. VETS before placing any ad for active positions they need to fill. Veterans also access veteran networks for jobs and informal assistance.

U.S. VETS also is in partnership with PRIDE Industries, which currently has contracts to provide janitorial, maintenance and landscaping services on military bases, and give priority to veterans with disabilities. These jobs pay prevailing wages, and U.S. VETS has had more than 16 placements with PRIDE since they

started the project. PRIDE calls U.S. VETS before placing any ads for job openings, and gives veterans first priority.

- d. Provision of resources – transportation, clothing for interviews as well as work, tools/equipment for employment, email and voice accounts, valid identification and cards/drivers licenses. Veterans will be provided with VESS/VWS assistance to enroll into the CalJobs system. Veterans may also be assisted in obtaining supplemental income until long term employment is achieved. Additional training will be available for those veterans requiring a high school diploma equivalency or further education necessary to obtain their long-term employment goals. U.S. VETS staff will also work with any veterans who are interested in utilizing their G.I. Bill for school or training.
4. Retention and Follow-up Services – Career counselors will develop a specific Job Retention Plan with each veteran that addresses goals related to long-term retention or workforce participation and strategies that address triggers to poor employment performance or drop-out.
- a. Initial 30 day period - 2x minimum weekly meeting – focus on schedule/life adjustment, job satisfaction, job attendance, co-worker and boss interactions, perceived job advancement potential.
 - b. 31 to 90 day period - 1x minimum weekly meetings – continued monitoring of above areas in addition to increased money management issues. Employer liaison services.
 - c. 91 to 180 day period – 1-2x per month meeting – Job change/transition issues. Access veteran social networks for support and information. Resolving legal issues.

- d. 181 to 365 days period – 1x per month meeting – Job advancement or related transition issues. Advanced money management issues including credit counseling, household budgeting projections and general family planning delivered by Career Counselors and referring professional services (VA/civilian).
- e. Mentoring relationships with fellow veterans are fostered both formally and informally through the program and through specific VA and community mentoring options. The project will also access mentoring services available through the CEDD. U.S. VETS also believes in the importance of peer mentoring, and have 2 staff members currently who are veterans and have been through training for peer counseling with Vets4Vets (www.vets4vets.com). U.S. VETS also partners with the Long Beach VA as well as the West Los Angeles VA to work with their Vet to Vet program, which also shares the peer counseling concept, but does so in group settings. This helps to facilitate honest conversations about issues specific to veterans, with other veterans. Groups are currently being facilitated at the U.S. VETS Long Beach and Inglewood sites, with veterans who reside at the sites, leading the groups.

Synergy president, Tom Frost, sits on the board of directors of the California Golf Course Owners Association (CGCOA). U.S. VETS and Synergy will collaborate with CGCOA to provide community-based transitional work experience to CWT workers trained at the West Los Angeles VA golf course. Local CGCOA member sites where clients could potentially be placed include: Altadena Golf Course, Cascadas Golf Club at Rancho Vista, Castle Creek Country Club, El Cariso, Hillcrest Country Club, La Canada-Flintridge Country Club, Oakmont Country Club, Riviera Country Club, Sierra Meadows Golf, and The Lakes at El Segundo.

Qualified CWT workers may receive additional grant-funded green job training. Possible training programs include, but are not limited to, the following:

- Sustainable Landscape Management – Students gain an understanding of landscape design basics, construction and maintenance principles and practices. In addition, the program includes skills training in business practices. The program encompasses landscape maintenance, turf grass management, introduction to landscape design, landscape construction, soils, irrigation systems, pest management and weed control, plant identification, estimating and business practices, with sustainable horticultural practices integrated throughout the program.
- Green Gardener Training – Students learn sustainable gardening / landscaping practices. Training covers “grass recycling,” fertilizer ingredients, best-suited irrigation systems, and healthy landscape maintenance.
- Golf Course Irrigation – Students learn how to install, program, and maintain computerized central control irrigation systems.
- Agronomy – Students will learn to manage pest populations, implement integrated pest management plans, collect crop, pest and soil field data; and be provided an overview of basic soil formation, soil quality, crop nutrition, and fertilizer practices.

The operation of the golf course at the West Los Angeles VA by U.S. VETS represents a special opportunity for the expansion of U.S. VETS employment assistance services while preparing West Los Angeles VA CWT workers for competitive employment. In a competitive job market, Veterans with employment barriers can benefit from every available opportunity. The combination of on the job training, community based transitional work experience, job readiness support, and additional classroom training represents just such an opportunity. The project will capitalize on the long-standing cooperative relationship between the VA and U.S.

VETS. Over the past 16 years, U.S. VETS has worked closely with VA mental health professionals to facilitate the integration of vocational and mental health services to increase the likelihood of successful discharge and allow veterans to achieve their highest level of independence. U.S. VETS' staff has aided thousands of Veterans transition back to the community by helping participants find jobs, restore family ties, manage finances, maintain sobriety, and manage mental and physical health issues. This project would allow U.S. VETS to continue the mission of assisting Veterans with the *successful reintegration of veterans* into the mainstream of our society.

Section Five: Design Concept

(Design concept renderings, see Attachments 11-13)



United States Veterans Initiative (U.S. VETS)

United States Veterans Initiative is the largest non-profit provider of veteran specific programs in the country. U.S.VETS has eleven sites in five states and the District of Columbia, serving more than 2,100 veterans daily. Since 1993, more than 18,000 at-risk veterans have been served and each year more than 1,100 veterans are finding work through our employment programs.

U.S.VETS offers a variety of services according to the veterans' needs, including mental health counseling, addiction treatment, job assistance at our state-of-the-art career centers, and rental assistance to disabled and senior veterans. All of our programs are collaborative efforts with local area providers, VA Medical Centers, and government agencies, bringing the community as a whole into the solution.

- Barbers Point, HI - **265**
- District of Columbia - **43**
- Houston, TX - **308**
- Inglewood, CA - **485**
- Las Vegas, NV - **261**
- Long Beach, CA - **515**
- Phoenix - **58**
- Prescott - **115**
- Riverside, CA - **119**
- Waianae, HI - **300** (*non-veterans also served*)

U.S.VETS Key Programs:

- **Veterans In Progress (VIP)** program is a work re-entry program with a comprehensive approach that assists veterans in securing and retaining employment.
- **Veteran's Re-entry Project** provides comprehensive services to recently separated Afghanistan and Iraq veterans to assist them in transitioning from military to civilian life.
- **Fathers Program** is modeled after the VIP program and targets non-custodial fathers to help them become more emotionally and financially involved in their children's lives.
- **ADVANCE Women's Program** is a comprehensive program designed to meet the needs of female veterans, include sexual trauma component.
- **High Barriers Program** addresses barriers some veterans face, such as histories of felonies and incarceration, long periods of unemployment, and advanced age.
- **Substance Abuse Treatment** program is an innovative approach that addresses dual diagnoses is offered on site or through referrals to community agencies.
- **Permanent Housing for Disabled Veterans** offers housing for disabled veterans on a fixed-income. Services include rental assistance, case management, and meals.

OUR MISSION: The successful transition of military veterans and their families through housing, counseling, career development and comprehensive support.



ATTACHMENT #2

SYNERGY GOLF COURSE MANAGEMENT, LLC

Synergy Golf Course Management, LLC was founded under the premise that we will tailor our services to meet your specific needs not tailor your facility to our needs. Even in a declining/flat market, *Synergy* believes its' superior and dynamic management can deliver superior results. It is our objective at *Synergy* to provide our financial institution clients with a plan for their assets that leverages our management expertise to provide improved financial performance. This will result in optimization of an exit strategy on the property. With clients such as Textron Financial, Credit Suisse and Bank of America, *Synergy* has become an industry leader in engagements relating to REO, bankruptcy, foreclosures and the challenges these scenarios bring.

Synergy has built a solid foundation and staff based on knowledge gained from more than 60 years combined experience in the golf industry. Heading the *Synergy* effort is Tom Frost. Tom brings over 30 years of individual industry experience across all market segments. That along with his ability to work with all stakeholders to achieve success has made him one of the top industry professionals in overall golf operations. This breadth and depth of experience allows *Synergy* to quickly evaluate how to position your facility in your local and regional market and work with you to implement the necessary marketing plan to create value.

The success of *Synergy's* operating strategies is evident by the results over the past two years at Salt Creek Golf Club and D'Andrea Golf Club. *Synergy* coordinated financial turnarounds at both properties in excess of three hundred thousand dollars. These turnarounds were driven by aggressive out-of-the-box thinking on expense control and an aggressive marketing plan to drive revenues.

We are confident you will recognize the expertise, integrity and cooperative nature that the *Synergy* team brings to the table. What we would like to insure is that you have a clear understanding how the *Synergy* team would increase the value and help maximize and facilitate an exit at your properties:

- *Synergy* is an owner/operator. The operational decisions that we make for you are the same decisions that we make at the properties we own. This gives us a better understanding over other "management" companies on what it takes to be successful.
- The *Synergy* business model is focused on providing investors and financial institutions with management solutions and financial performance that allows for a successful exit strategy.
- *Synergy* understands that "blocking and tackling" fundamentals come before slick presentations. We understand that the best promotion in the market is counter-productive if the facility fundamentals do not meet market standards.
- *Synergy* understands that we can never be better than the team we assemble. Our philosophy is that quality management is essential to successful financial results.
- *Synergy* maintains a geographic advantage having experience in California, Nevada, Arizona, Texas, Pennsylvania, Illinois, New York, Virginia, Oklahoma, Louisiana, Hawaii, Kentucky, and Tennessee.



- Synergy understands that successful golf course turn-arounds are rarely the result of cost controls only. We understand the balance between revenue development and common sense cost containment.
- Synergy has been involved in of over \$75 million dollars in golf course acquisitions as both a buyer and seller, which will allow you to better determine the necessary course of action to help facilitate a sale at the highest possible value.
- Synergy has coordinated over \$60 million dollars in golf course capital improvements, and can oversee and help estimate your property's needs.
- Synergy offers a unique opportunity through our real estate expertise to evaluate the property for added real estate value.
- Synergy has retained one of the most talented teams in the industry to cover the areas of accounting/HR, Agronomy, and food and beverage. These resources will be available and deployed on an as needed basis at no additional cost to our clients.

Although the golf business involves the complexities of retail, food and beverage, agronomy and guest services our philosophy is to “keep it simple”. This is accomplished by seasoned industry professionals who can mentor all employees. We know this works and are anxious to put our management skills to work for you should the need arise. As your manager, you will be dealing with the principals of Synergy and the principals are the ones who will be on the ground directing operations.

ATTACHMENT #3

STEPHEN PECK, MSW Senior Vice President of Community Development United States Veterans initiative (U.S.VETS)

EDUCATION

- University of Southern California - Masters in Social Work. Graduated 1997, Cum Laude.
- Northwestern University - B.S. School of Speech, 1968

MILITARY

1st Lt., Artillery, U.S. Marine Corps - 1968-1971. Spent one year as a combat officer in Vietnam.

PROFESSIONAL EXPERIENCE

1996 to Present

- Director of Community Development for United States Veterans Initiative, a non-profit/ for-profit partnership that provides transitional housing, employment assistance, and clinical counseling to homeless veterans. Responsibilities include partnership development, program design and implementation, fund development.
- Inaugural Site Director for Villages at Cabrillo, a 26-acre, 1000 bed transitional housing facility for homeless veterans, families, and youth. Developed and designed social services for 540 beds for veterans, and implemented partnerships with 9 agencies that provide services on-site.

January, 1993 - 1996

- Outreach Social Worker at the West Los Angeles VA Medical Center, Comprehensive Homeless Program and head of the Residential Contract Program, placing 25-30 veterans in long-term, community based, substance abuse rehabilitation programs.

1991-1993

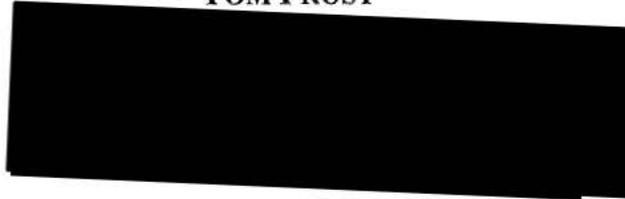
- Founder and President of the Far From Home Foundation, a non-profit formed to bring attention to the homeless veteran issue nationwide.

AWARDS

- PUBLIC SPIRIT AWARD - 1993 - Awarded annually by the national office of the American Legion Auxiliary for distinguished public service.
- MERITORIOUS SERVICE AWARD - CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS – 1998 - for bringing attention and assistance to homeless veterans.
- VETERAN ADVOCATE OF THE YEAR, Los Angeles District – 2002 – Awarded by the U.S. Small Business Administration.
- DAVID LANDRY MEMORIAL COMMUNITY SERVICE AWARD – 2008 – City of Long Beach

ATTACHMENT #4

TOM FROST



EXECUTIVE SUMMARY

Highly successful and resourceful Operations Executive with proven ability to maximize profitability, competitive market placement, and team morale.

- Identify, implement, and expand "Best Practices" critical for success in today's business environment.
- Highly skilled in working in workout, receivership and bankruptcy situations
- Successful experience in acquisitions including identification, underwriting, site research, due diligence, contract negotiations, and operational integration.
- Mentoring leadership and liaison for management personnel with an emphasis on training, team building, and recognition programs that create highly competent, loyal staff.

EXPERIENCE

06-present **Synergy Golf Course Management, LLC**

Tom acts as President of Synergy Golf Course Management, LLC and oversees all operational aspects of the facilities in the Synergy portfolio.

05-present **Salt Creek Golf, LLC**

Tom is a partner in the Salt Creek Golf Club located in Chula Vista, CA. The club was purchased in 2005. Current plans include re zoning of a portion of the facility in order to create the economics to develop a clubhouse and banquet facility at the site.

01-present **Tom Frost Golf, Inc., Los Alamitos, California**

Tom Frost Golf, Inc. is a golf course consulting and management company providing services to individual owners, financial institutions, and government. Services include: complete management services, management consulting, revenue and yield strategies, expense management, market positioning, customer acquisition and retention, workouts, project coordination, development consulting and asset management. Currently, overseeing seven properties in Southern California and Nevada.

1982-01 **AMERICAN GOLF CORPORATION, Santa Monica, California**

American Golf is the world's largest golf management company. With over 300 locations worldwide AGC provides management services to owners of golf course through operating leases. AGC manages all phases of operation: general management, development, construction, merchandise, food and beverage, and facility maintenance.

Promoted to **Senior Vice President/Regional Operating Executive** July, 1999

Direct report to the CEO

Directly supervise nine members of the Regional Management Team and the largest production area in company. Responsible for all operating all aspects of 45 Southern California operations with over 2,000 employees and in excess of \$140 million in gross revenue. Coordinated the assimilation of 18 new properties into the company including two multi-store acquisitions.

Revenue breakdown as follows::

Green Fees - \$70 million Range - \$12 million

Carts - \$20 million Merchandise - \$9 million

Food and Beverage - \$23 million

Includes \$9 million banquet and catering business.

Total F&B COS of 27.2% and NOI margin of 36.8%

ATTACHMENT #4

- Total annual operations NOI growth in excess of 20% from \$27 million to \$57 million from 1997 to 2000; EBITDA growth from \$8.8 million in 1994 to \$20 million in 1999. Maintained a NOI margin of 41%.

Regional Operating Executive, 1997-99

Direct report to President

Responsibilities same as above. Title change due to company restructuring

Regional Vice President, Southern California Operations, 1993-97

Direct Report to President

Responsibilities same as above. Title change due to company restructuring

Regional Director of Operations, 1988-93

Direct report to Regional Vice President.

Operating responsibility for seven locations with in excess of \$30 million in annual revenues and over 250 employees.

General Manager, 1982-88

Rancho San Joaquin Golf Course, Los Verdes Golf Course, Recreation Park Golf Course, and La Mirada Golf Course

OPERATIONS AND MAINTENANCE

Hire and train all new regional management, general managers and manager trainees for these locations. Responsible for all grounds, facilities and equipment maintenance. Facilitate and monitor customer service standards through monthly audits. Coordinate national account purchasing and compliance by the facilities. Direct marketing and sales office and centralized reservation systems.

- Lead new product launches including e-mail direct marketing including Membership Products, Frequency Reward Programs and food and beverage value packages.
- Spearheaded development of award-winning customer service plan for Coyote Hills golf course, the first Golf Digest four-star-winning facility in Southern California.
- Awarded "Golf Course of the Year, LA County," five out of nine years by Los Angeles County Department of Parks and Recreation.
- Created and introduced Long Beach Golf Festival twelve years ago, building both community goodwill and interest in the five City of Long Beach facilities.

FINANCIAL

Supervised the preparation and implementation of annual budgets, business plans, and marketing plans. Helped to develop yield-marketing strategies for increased revenues. Extensively use personal computers for the reporting of financial information.

- Developed and coordinated capital improvements in excess of \$3 million per year.
- Contributed to company-wide development and implementation of cash handling and golf course audit procedures including weekly operations forecasting tools.

ACQUISITIONS AND START-UPS

Since 1996 added over \$32 million in single store acquisitions and \$25 million in multi-store for a total of 18 properties. Obtained 5 long-term lease extensions. Coordinated the acquisitions effort for Southern California, which included lead generation and tracking. Responsibilities included preparing pro formas, demographic analysis and all phases of due diligence. Participated as a member of the negotiation team for all leases. Prepared financial analysis for lease extensions of current properties.

- Analyzed new markets for potential acquisitions including Salt Lake City and the Hawaiian Islands.
- Managed two major start-ups from construction through all phases to completion and current ongoing operation: Coyote Hills and Riverwalk.
- **Acquisition History:** Eight single store deals with \$32.6 million in annual revenue. Multi-course acquisitions: Golf Enterprises (5 courses) and Cobblestone (5 courses).

ATTACHMENT #4

PUBLIC RELATIONS

Interact with over twenty landlords from both the public and private sector to maintain customer satisfaction and contract compliance as well as maximize return on investment and profit. Invited to speak at various industry related conferences and seminars.

- Coordinate tournaments and special events. Served on the Executive Committee, of the Long Beach Golf Festival, the largest public golf festival in the country.
- Strong supporter and contributor to the development of the Long Beach Junior Golf Association.
- Developed winning bid for 2001 Tiger Woods Foundation Clinic for the City of Long Beach.
- Member City of Long Beach Golf Hall of Fame.
- Founding member of the Board of Trustees for The First Tee of Northern Nevada.

EDUCATION

B.S., MASS COMMUNICATIONS, Middle Tennessee State University, 1981

- Employed during university studies as Sports Director for WMOT-FM (1979-81)

ASSOCIATIONS

- Member Board of Directors of the First Tee of Northern Nevada.
- Member Board of Directors of the Los Angeles County Junior Golf Foundation.
- Member Board of Directors of the California Golf Course Owners Association.
- Guest speaker for Professional Golfers Career College.
- Guest Speaker and workshop leader for Golf, Inc Conferences.



Greg McCormack, M.Ed.

Education

1991 Southwest Texas State University
Master of Education, major: Counseling and Guidance minor: Psychology/Sociology

1989 Southwest Texas State University
Bachelor of Science, major: Psychology minor: Mathematics

Professional experience

2001 - Present U.S. Veterans Initiative/Villages at Cabrillo Long Beach, CA
Site Director (7/1/06 – Present)
 Manage grants, program, and over 50 staff member for U.S. VETS – Long Beach, a non profit that helps formerly homeless veterans by providing housing, counseling, and job development with the goal of identifying and removing barriers to successful employment. Monitor and oversee funding of program from VA, HUD, DOL and State of California Employment Development Department (WIA and VWIP grants), as well as submitting required reports for funding. Manage overall Site budget of over \$4 million per year. Supervise all staff, ensure that goals of Long Beach Site, and overall organization are met. Function as community liaison with funders, supporters, community activities, and fund development

Site Operations Director (7/1/03 – 7/1/06)
Workforce Development Director (8/19/01-Present)
 Manage Workforce Development program that helps formerly homeless veterans by providing employment assistance and job development with the goal of obtaining employment. This program enrolls over 200 veterans per year. Monitor and oversee funding of program from HUD, DOL, and State of California Employment Development Department (WIA and VWIP grants), as well as submitting required reports for funding. Oversee Career Center that provides 25 computers, fax machine, copier, and phones for veterans that are looking for jobs. Supervise direct staff of Career Counselor, Job Developer, and Intake Specialist.

1993 - 2001 Goodwill Industries of S. CA Los Angeles, CA
Workforce Development Manager (10/1/98-5/9/01)
 Promotion. Managed skills training program, managed WIA City of Los Angeles grant, Veteran Services Program, and the Career Resource Center. Implemented new Welfare to Work Program (funded by Dept. of Labor grants) with both State and Federal grants that served more than 175 participants a year. Participated in start up of a Disability Taskforce Team, in conjunction with City of L.A., to provide training to the One-Stop System on better serving people with disabilities. Started up new program funded through L.A. County Housing Authority, to provide job search assistance directly to housing residents, on site. Monitored LAUSD services of WESL and Adult Basic Skills classes, as well as completed reporting requirements for all funding sources. Helped design, and oversee construction of a new full One-Stop Center (approximately 20,000 sq. ft), as well as start collaboration with EDD, Dept. of Rehabilitation, and an independent non-profit HeartPrints, to provide a full array of services to customers of Goodwill's One-Stop. Total budget of over \$2 million/yr, with direct/indirect staff of over 30.

Career Development Coordinator (3/18/95-10/1/98)
 Promotion. Continued to coordinate JTPA skills training programs. Started up a new program to serve Veterans with multiple barriers to employment as well as a Vocational Evaluation Center to serve Dept. of Rehabilitation clients. Opened up a Career Resource Center through funding by the City of L.A. One Stop System, and became a Satellite One-Stop Center. Monitoring of budget exceeding \$600,000, with supervision of 8 direct staff members.

JTPA Program Coordinator (2/15/94-3/18/95)

ATTACHMENT #5

Promotion. Oversaw every aspect of the Job Training Partnership Act (JTPA) skills training program that works with economically disadvantaged participants. Responsibilities included monitoring the budget of \$236,000 as it related to staff salaries, training wages, facility costs and client supportive services. Supervised 6 staff members.

JTPA Program Counselor (10/11/93-2/15/94)

Managed caseload of 25-30 participants, many of whom had a history of homelessness, substance abuse and/or a criminal record. Ran individual and group sessions on self-esteem, trust, personal growth, and setting realistic goals. Did intake interviews, assessed appropriateness for program, kept casenotes and wrote Individual Service Strategies.

1992 - 1993 Austin State Hospital Austin, TX

Therapist on Extended Care Unit

Lead groups on Conversation Skills, Independent Living Skills, Symptom Management and Problem Solving with chronically mentally ill patients. Participated in a new and innovative Psychosocial Behavioral Training System of working with chronically mentally ill patients. Wrote Rehabilitation Assessments and participated in team staffings with psychologist and social workers to assess progress and course of treatment.

1991 - 1992 Central Texas Rehabilitation Assoc. Austin, TX

Counselor

Hired in to position after completion of internship. Conducted initial interviews and counseled individuals and groups as they related to a vocation evaluation. Administered and evaluated array of tests including the MBTI, 16PF, WRAT-3, TONI-2, as well as VALPAR work samples. Worked with Workers Compensation and Texas Rehabilitation Commission clients on determining feasibility of transitioning back into the workforce.

1991 Central Texas Rehabilitation Assoc. Austin, TX

Counselor Intern

Completed 300 hour internship for Masters Degree under the supervision of a Licensed Professional Counselor.

References
Available
Upon
Request

ATTACHMENT #6

Bridgette Cruz



Summary:

- Over 12 years counseling experience
- Certified Rehabilitation Counselor (CRC)
- Extensive experience working with individuals with disabilities
- Strong foundation in career counseling and case management

Experience:

United States Veterans Initiative

8/07- present

Regional Workforce Development Manager

Manage and administer workforce programs for formerly homeless and at-risk veterans at both the Inglewood and Long Beach sites. Recruit, hire, train and supervise workforce staff. Complete weekly, monthly, and quarterly reports for federal and state grants. Analyze expenditures and goals monthly to ensure adherence with projected goals. Establish and maintain relationships with government, community agencies, private companies, and military organizations. Oversee the Inglewood career center and monitor daily activities.

Actors Fund of America

7/01- 8/07

AIDS Training and Project Counselor

Provided counseling and case management to individuals diagnosed with HIV and/or AIDS. Engaged individuals in some type of activity i.e. school, work, or volunteering. Co-facilitated support/educational group and planned activities for members. Assisted members with identifying areas of interest and provided guidance and resources. Facilitated resume/interviewing and networking workshops. Administered vocational and personality assessments i.e. MBTI, STRONG, Self-Directed Search, Value Cards Sort.

Goodwill Industries

3/99- 7/01

Workforce Readiness Program Coordinator

Supervised, trained, and monitored all activities of workforce staff (intake counselor, career counselors, and job developers). Oversaw ongoing individual and group counseling and referral services. Completed and maintained all MIS documents to specific standards and submitted to City of LA, State of CA, and Department of Labor. Completed quarterly reports and provided written narratives on projects. Worked with WIA, WVIP, and HVRP programs.

Goodwill Industries

7/97- 2/99

JTPA Career Counselor

Case management and individual counseling for people with barriers to employment. Facilitated personal and job development groups. Provided outreach and job development services. Conducted intake interviews and screenings. Developed individualized service plans and gave outside referrals. Maintained up-to-date files and provided follow-up services.

Education:

Masters of Science in Counseling (Rehabilitation & MFT)

San Francisco State, San Francisco, CA

Bachelor of Arts in Psychology, Family Studies- minor

Humboldt State, Arcata, CA

ATTACHMENT #7



BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

822 KENNETH HAHN HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012
Telephone (213) 974-4444 / FAX (213) 626-6941

MEMBERS OF THE BOARD

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
MICHAEL D. ANTONOVICH

DON KNABE

CHAIRMAN OF THE BOARD
SUPERVISOR, FOURTH DISTRICT

December 8, 2009

Mr. Ralph Tillman
VA Greater Los Angeles Healthcare System
Office of Asset Management (10A5)
Building 220, Room 216
11301 Wilshire Boulevard
Los Angeles, California 90073

Dear Mr. Tillman:

I would like to offer my support to U.S. VETS' proposal to manage and operate the Veterans Administration Golf Course on the West Los Angeles campus of the Greater Los Angeles Healthcare System. I have been working with U.S. VETS for many years. I can personally attest to the professionalism and strong desire of this agency to make a difference in the lives of the Veterans they serve.

U.S. VETS not only provides excellent housing and support services, it has a history of partnering with other organizations to strengthen these services and increase the outreach to Veterans in the community necessary for a better quality of life.

For this project, U.S. VETS has partnered with Synergy Golf Course Management to provide the business expertise that will make this project successful. The combination of these two entities will allow them to:

- Upgrade the physical facility, making it more attractive to the Veterans and the surrounding community;
- Create a strong business model using Synergy's track record of success;
- Help Veterans gain work experience that will lead to employment in the community;
- Bring in the long experience; US VETS has working with Veterans to provide the strong therapeutic rehabilitation that is central to the golf course's mission.

I am confident that U.S. VETS involvement in this project will bring great benefit to the Veterans it is intended to service.

Sincerely,

DON KNABE
Supervisor, Fourth District
County of Los Angeles

DK:co

000736



SOUTH BAY WORKFORCE INVESTMENT BOARD

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CHAIRPERSON
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- JANE TEMPLIN
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- WANZA TOLLIVER
- TRACIE WEATHERS
- LLOYD WILKEY
- SUSIE YELLOWHORSE-JENSEN
- JOELYNN YOUNG

JAN VOGEL

December 9, 2009

Ralph Tillman
 VA Greater Los Angeles Health System
 Office of Asset Management
 Building 220, Rm 216
 11301 Wilshire Blvd.
 Los Angeles, CA 90073

Dear Mr. Tillman:

I would like to offer my support to U.S. VETS's proposal to manage and operate the VA golf course on the West Los Angeles campus of the Greater Los Angeles Healthcare System. I have been working with U.S. VETS for many years and can personally attest to their professionalism and their strong desire to make a difference in the lives of the veterans they serve.

U.S. VETS not only provides excellent housing and support services, they also have a history of partnering with other organizations to strengthen these services and increase their outreach to veterans in the community.

For this project, U.S. VETS has partnered with Synergy Golf Course Management to provide the business expertise that will make this project successful. The combination of these two entities will allow them to: upgrade the physical facility, making it more attractive to the veterans and the surrounding community; create a strong business model using Synergy's track record of success; help veterans gain work experience that will lead to employment in the community; and bring in U.S. VETS' long experience working with veterans to provide the strong therapeutic rehabilitation that is central to the golf course's mission.

I am confident that U.S. VETS' involvement in this project will bring great benefit to the veterans it is intended to serve.

Sincerely,



Jan Vogel
 Executive Director

Hawthorne • El Segundo • Gardena • Hermosa Beach • Inglewood
 Carson • Lawndale • Manhattan Beach • Redondo Beach



DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

December 2, 2009

Mr. Tom Frost
Synergy Golf Partners
11457 Harrisburg Road
Los Alamitos, CA 90720

Tom,

We would like to thank you for the phone conversation on Tuesday. Your perspective on the revitalization, function and operation of the Veteran's Administration (VA) golf course in West Los Angeles (WLA) was most interesting. We believe your partnership with the U.S. Vets and Dwight Radcliff is a wonderful combination that will serve the mission of the VA property and population well. Your realistic vision of needed course improvements, use by constituent groups, fundraising opportunities and commitment to philanthropy is right in line with what the WLA VA is looking for.

During our conversation we discussed the notion of allowing UCLA Athletics, specifically UCLA Golf, to assist in your mission to service the Veterans. Having our coaches provide instruction...getting professional golfers that were former student-athletes to give clinics...having our student-athletes volunteer in assisting patients are just some of the opportunities that we can provide throughout the year. We believe that our participation could be a positive "added value" to your proposal.

Sincerely,

Bobby Field
Associate Athletic Director

Ken Weiner
Senior Associate Athletic Director

Derek Freeman
Head Men's Golf Coach



California Golf Course Owners Association

30098 Red Barn Place

Canyon Lake, CA 92587

Tel: (951) 246-2928 Fax: (951) 246-2929 Email: cgcsoahorton@aol.com

Mr. Tom Frost
President
Synergy Golf Management
11457 Harrisburg Road
Los Alamitos, CA 90720

December 8, 2009

Re: US Vets proposal

Dear Tom,

As the President of the California Golf Course Owners Association I support your efforts working with the US Vets should you be successful with your proposal to manage the WLA-VA Golf Course.

The CGCOA will utilize our network of over 300 member golf courses along with our many sponsors to assist with the placement of vets in jobs as they come out of your program. I think that this is a noble and worthwhile cause to place vets into various jobs within the golf industry.

We will also be able to liaison with the National Golf Course Owners Association to provide nationwide support through their extensive network of golf courses and vendors.

Tom, good luck with your efforts. I am happy to help your cause in anyway I can.

Sincerely,

George H. Kelley
President





**CHULA VISTA
CHAMBER of
COMMERCE**

233 Fourth Avenue
Chula Vista, CA 91910
Tel: 619-420-6603 Fax: 619-420-1269
E-mail: info@chulavistachamber.org
Website: <http://www.chulavistachamber.org>

BOARD OF DIRECTORS

January 20, 2009

President:
Lourdes Valdez

To Synergy Golf Course Management:

President Elect:
Chris Day

I represent the Chula Vista Chamber of Commerce, an 82-year old organization that serves as the voice of over 1,000 local businesses that provide jobs, generate tax revenue, build infrastructure, and provide services for the City of Chula Vista. Our members are key contributors to Chula Vista's economy and have helped foster the growth of new business and commerce throughout the region. They also make significant contributions to the local economy, employing more than 30,000 individuals in Chula Vista.

Vice President:
Robert Bliss
Lisa Johnson
Ahmad Solomon
Scott Wilson

Vice President:
Charles Moore

I am writing to you today in support of Salt Creek Golf Club. Salt Creek Golf Club has been an active and supportive member of the Chamber for 6 years.

Director:
Dr. Lowell Billings
Wilko Brucke
Gary Bryant
Richard D'Amico
Frank Davis
Richard Green
David Hernandez
Yoni Minsky
Christina Moore
Jay Roubic
Raul Salazar
Terry Stinson
Gary Sullivan

For the past three years, Salt Creek Golf Club has hosted the Chamber's Golf Tournament, an annual event that raises funds for the Chamber. Their generous donation of green fees helps us to pay for programs and activities that enhance the Chamber's mission.

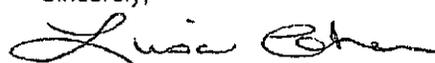
Salt Creek Golf Club has also hosted numerous Monthly Mixers for the Chamber. These events allow our members the opportunity to build their social and business networks in Chula Vista and bring great value to our membership.

I have been very impressed by the dedication and commitment to our community that Salt Creek Golf Club has demonstrated and I believe they would be an asset to any project management team. Their staff has done a wonderful job managing our events and has always been a pleasure to work with in the past years.

Special
Advisors:
William Cook
Lisa Gorman

Salt Creek Golf Club has contributed greatly to the success of the Chula Vista Chamber of Commerce and I recommend them to you without reservation.

CA
Lisa Cohen

Sincerely,

Lisa Cohen
CEO
Chula Vista Chamber of Commerce



Chula Vista Police Activities League

315 Fourth Avenue
Chula Vista, California 91910
(619) 691-5124

"The future of our community rests with the youth of today."

January 27, 2009

To whom it may concern,

I would like to offer my highest recommendation to the operators of the Salt Creek Golf Course. For the past two years the Chula Vista Police Activity League and Chula Vista Elks Lodge have worked hand in hand with Salt Creek Golf Course to provide youth services to underprivileged teens and organizing golf tournaments to raise money for local charities that benefit children. In every instance Salt Creek has gone above and beyond to provide the best experience possible to meet the goals of our programs. Our CVPAL Golf program allows inner city youth to experience the beauty of Salt Creek and get exposure to the grand game of golf. IN the past two years, scores of teens have been able to benefit from this program. The two tournaments we have held at Salt Creek have raised tens of thousands of dollars that have gone for scholarships and children's charities. Without the partnership with Salt Creek, spearheaded by Sales Director Grant Wingate, these highly successful efforts could not have been accomplished. We look forward to our continued partnership with Salt Creek and future successful campaigns. If you have any questions, please don't hesitate to call or email.

Sincerely,

Bernard Gonzales, Public Information Officer, CVPAL/CVElks Golf Chairman
Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910
(619) 476-2419
Bgonzales@chulavistapd.org

"We are what we repeatedly do. Excellence, then, is not an act, but a habit."
-Aristotle

www.Chulavistapd.org



September 25, 2008

D'Andrea Golf Club
Attn: Michael Jory
2900 S. D'Andrea Parkway
Sparks, NV 89434

Dear Michael:

On behalf of the City of Sparks Parks and Recreation Department I would like to once again thank you for the generous donation from the 2008 Annual Mayor's Cup Golf Tournament. As you may already know, in 2007, scholarship support was provided to 101 participants enrolled in 172 programs from 29 families in the community. Your annual commitment to the children in our community is truly appreciated. I continue to look forward to working with you in the future.

Many Thanks,

Stan Sherer
Parks and Recreation Director



January 14, 2009

Dear Ron,

I wanted to take a moment at the start of 2009 to express my appreciation and gratefulness for the partnership between Salt Creek and the U.S. Olympic Training Center.

Your team has been a tremendous resource to the athletes and coaches that train at our center. Your hospitality and In-Kind golf lessons, reduced equipment rentals and tee times have provided opportunities for recreation and teambuilding! These services are a beautiful way for athletes to learn and new skill, blow off a little steam and bond with other athletes. In reality Salt Creek has extended their services with little in return. Your staff is truly amazing and has shown us great consideration.

We wish you a year of success and prosperity,

Warm Regards,
Janet Francis

Manager, Athlete and Community Relations

Cc Tracy Lamb, Director CVOTC

January 22, 2009

Mr. Ron Gorski
Salt Creek Golf Club
525 Hunte Parkway
Chula Vista, CA 91914

Dear Ron:

As we begin another year, I wanted to take a moment to thank you and the Salt Creek Golf Club for your continued efforts to strengthen your relationship with the San Diego Convention & Visitors Bureau. Your commitment to establishing a link between our visitors and your course does not go unnoticed.

All of us appreciate your involvement in our many programs and the vision your course has in allowing members of our team to experience the Salt Creek Golf Course difference. If I can ever be of any assistance, please don't hesitate to contact me.

Sincerely,



Steve Schell
Vice President of Sales & Services





Fire Department

October 26, 2007

Mr. Ron Gorski, General Manager
Salt Creek Golf Club
525 Hunte Parkway
Chula Vista, CA 91914

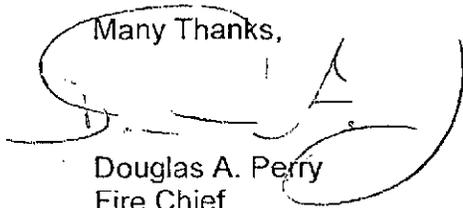
Dear Mr. Gorski:

Thank you for the use of your facility and your generous support of our firefighters and their firefighting efforts during the siege of fire that endangered the City of Chula Vista.

The use of the Salt Creek Golf Club facility allowed us to stage over 20 fire department vehicles for deployment to the fires that threatened the neighborhoods of Salt Creek, Rolling Hills Ranch, and San Miguel Ranch as well as parts of Bonita and Spring Valley. At one point, there were close to 100 firefighters and law enforcement officers assisting the operation from your facility.

The use of your amenities not only allowed us to be physically placed in a location best suited for response to the threat, it also allowed our firefighters an area for rest and rehab without fragmenting our resources. We will never forget your kind generosity that without a doubt benefited the Chula Vista Fire Department and the residents of the surrounding neighborhoods. I look forward to continued partnerships with the Salt Creek Golf Club - under less perilous circumstances!

Many Thanks,



Douglas A. Perry
Fire Chief



James S. Geering
Deputy Fire Chief, Operations

DAP:ah

J:Alicia/Perry ltrs/Salt Creek Golf Club

447 F Street • MS F-200
Chula Vista, CA 91910

Phone (619) 691-5055
Fax (619) 691-5057



www.chulavistaca.gov
000745
Post-Consumer Recycled Paper



REFERENCES

Mr. Jorge Badel
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Jbadel@lacountyparks.org

Mr. Richard Thorman
Municipal Golf Consultant
8090 Sunrise Circle
Franklin, TN 37067
(615) 477-3799
rthorman@bellsouth.net

Mr. Phil Hester
Director, Parks, Recreation, Marine
City of Long Beach
2760 Studebaker Road
Long Beach, CA
(562) 570-3170
phlester@ci.longbeach.gov

Mr. Craig Kessler
Executive Director
Public Links Golf Association of Southern
California
7035 Orangethorpe Ave, Suite E
Buena Park, CA 90621
(714) 944-4747
craigkessler@aol.com

Mr. Marc Burch
Senior Vice President
Textron Financial
11575 Great Oaks Way, Suite 210
Alpharetta, GA 30022
(770) 360-1437
mburch@textronfinancial.com

Mr. Michael Filler
MAF Development Strategies
27 Grandview
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(343) 679-5956
mafdevelopmentstrategies@cox.net

Mr. Stan Sherer
Director of Parks and Recreation
City of Sparks
98 Richards Way
Sparks, NV 89431
(775) 353-2275
ssherer@ci.sparks.nv.us

Ms. Liza Schumacher
Executive Director
The First Tee of Northern Nevada
5605 Riggins Ct, Ste 206
Reno, NV 89502
(775) 851-2332
lschumacher@tftnn.org

ATTACHMENT #8

WLA-VA Golf Operating Marketing Plan

Overview

The goal of the Operating Plan is to position the WLA-VA as one of the leading facilities in the nation for Veteran therapy, rehabilitation, job training and education. By working with the existing programming providing by the VA and US Vets we believe the site can become a model location for these services. Additionally, through our partnership with the UCLA golf program will be able to provide further training and job opportunities to the Veterans.

A secondary priority will be to provide a recreational resource for Veteran in the community and thirdly golf to the general public. The plan focuses on Pricing/Positioning, League Sales, and Loyalty Programming. Special Events, Press Releases, Internet, Direct Mail, and the Print Media will be the key distribution channels used to communicate the overall image of the course. It is important to note that this is to be a living document that can be adjusted to fit changing market conditions.

Special Events will be utilized to help establish relationships local businesses to establish market position and create awareness. These events will aid with community outreach for the programming taking place at WLA-VA. Press Releases will be distributed to communicate timely newsworthy data about the course. These releases will target specific trades and other media outlets

The web sites must communicate to new and existing guest about golf and the existing Veterans programming. The site will be able to collect names and addresses of interested potential guest so we can communicate with them on an as needed basis. The web site will also be used to facilitate hiring of Veterans. The Point of Sales (POS) system will be designed to allow us the collect data from guest to track year-to-year playing habits.

All of these proposed programs will be monitored for effectiveness and the plan will be adjusted to ensure that it achieves the necessary goals for success.

Pricing and Positioning

Simply stated, our pricing philosophy should be to continue to focus on offering below market rates for Veterans and Outpatients while maintaining market rates for the general public. Free play will continue for IP and Therapy uses. To promote the property will have Local Days / "Open House" to introduce the local community to what we're doing.

Sample Pricing

	Before Renovation		After Renovation	
	Weekday	Weekend	Weekday	Weekend
General Public	\$13	\$13	\$14	\$15
Veterans	\$8	\$8	\$10	\$12
Twilight	\$7	\$7	\$9	\$11
Children	\$5	\$5	\$5	\$5
Outpatients	\$3	\$3	\$3	\$5

WLA-VA Golf Operating Marketing Plan

Golf Leagues

Golf Leagues will be integral part of the success driving dollars to the course to help support programming. We concentrate Direct Sales, Package Development, Lead Generation, and Retention in order to achieve a successful league sales effort. Below are some initial action items for these strategies. This sales resource can be a CWT spot.

Direct Sales

<i>Action Item</i>	<i>Who</i>	<i>Complete By</i>
Assign sales resource to property that can be utilized for additional roles at the facility as needed.	Frost/GM/	
Contact Local VFW and Veterans organizations to form leagues or attract existing league business	Sales	
Contact local businesses	Sales	
Place image ads promoting course and availability for leagues	Sales	

Package Development

<i>Action Item</i>	<i>Who</i>	<i>Complete By</i>
1. Develop League packages	Sales	
3. Integrate with Web Site.	Frost/GM	

Retention (Rebooking)

<i>Item</i>	<i>Who</i>	<i>Complete By</i>
1. Call each group after the event: Conduct Guest survey and re-book for 2011	Sales	

Loyalty Program

To build a base of loyal local guests by marketing unique products. This base of guests will enable us to command build a loyal base of customers to support the course. Communication to these guests will be mainly through the e-mail. By building loyalty we can try and attract more rounds from each golfer. At the same time you can advertise to these guests only limiting the amount of discounting that you have to do in the local papers.

Product Development

<i>Action Item</i>	<i>Who</i>	<i>Complete By</i>
1. Review first draft of product	Frost, GM	
2. Finalize product produce materials	Frost, GM	
3. Utilize E-mail local play advertising.	Sales	
4. Establish Menes and women's golf clubs	GM	



3rd Annual
"Honor A Hero,
Hire A Vet"
Career Expo & Resource Fair

Hosted by United States Veterans Initiative (U.S. VETS) &
The State of California Employment Development Department (EDD)

Tuesday, November 10, 2009
10 a.m - 3 p.m.

Los Angeles Airport Marriott
5855 West Century Boulevard, Los Angeles, CA 90045

Featuring:

- Pre-screening of Candidates
- Computer & Internet Access for Online Applications
- Highly Qualified Veteran and non-Veteran Candidates
- State and Local Dignitaries

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After October 28th: \$250.



The California Employment Development Department (EDD), an equal opportunity employer/program, is a partner in this event. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made by calling 323-242-6704 (voice), or California Relay at 711.

Revised 10/7/09



UNITED STATES VETERANS INITIATIVE

The mission of U.S VETS is to successfully re-integrate at-risk and homeless veterans to their highest level of independence through the provision of housing and comprehensive support services.

“Serving Those Who Served”

Tonight, 525 previously homeless veterans have a place to call home at U.S.VETS – Long Beach. Support us in providing vital services to the men and women who have served our nation.

- ★ Employment Training
- ★ Transitional and Affordable Housing
- ★ Career Center
- ★ Senior & Disabled Veterans
- ★ Mental Health Services
- ★ Substance Abuse Treatment
- ★ Women Specific Programs

Donate online at www.usvetinc.org
Indicate “Long Beach” designation

Or mail donation to:
U.S.VETS – Long Beach
2001 River Avenue, Long Beach, CA 90810
(562) 388-8015

ATTACHMENT #9

CONFIDENTIAL FINANCIAL
INFORMATION WITHHELD FROM
RECORD

II.H.2.
AGENCY REVIEW DOCUMENTS

Issue Title: Background briefing on the golf course at the West Los Angeles Veterans Administration.

Date of Report: 2/26/09

Background: The golf course at the West LA campus of the Veterans Administrations Greater Los Angeles Healthcare System (GLAHS) serves as both a rehabilitative therapeutic environment as well as a training & work environment for veterans who participate in the Compensated Work Therapy (CWT) program. The CWT program provides an opportunity for hands-on, paid work experience and training to assist in the placement of veterans in the private employment sector.

The golf course is used by several thousand patients and non-patients per year. Unfortunately, due to insufficient VA staff, the CWT program has assumed operation of the golf course providing both financial support and CWT workers for management and labor.

The following are ongoing issues for the golf course:

1. The patients participating in the CWT program develop vital skills and knowledge but are not placed outside in the private sector as their counselors determine it appropriate for them to be discharged (the mission of the CWT program).
2. CWT workers have become integral to the operations of the golf course which would experience a great loss of experienced labor if the CWT workers were discharged.
3. The CWT program is inappropriately funding the maintenance of the golf course and as a result clinical issues in the CWT mission of training and placement are not being funded.
4. The supervision of the commerce generated at the golf course is being overseen by CWT program supervisors (e.g. vocational rehabilitation counselors) who should be devoting time to patients.

At the request of West LA staff, VA Central Office conducted a site visit on September 20, 2005. The purpose of the visit was to review current CWT program operations from a clinical and administrative perspective, and to assist in designing an efficient, effective model for integrated community based vocational rehabilitation services.

The recommendations and direction from VAGLAHS leadership were that a non-profit organization should be brought in to assist the golf course in its non-clinical (managerial, supervisory and fiscal) responsibilities and goals.

In conjunction with the operation of the non-profit, the golf course must continue primarily as a therapeutic environment where veterans also continue to participate in the CWT program's transitional work opportunities.

Current Status: Asset Management has drafted a concept paper for the golf course to incorporate the solicitation of a non-profit organization which will fulfill staffing, handle the business aspects and maintain the golf course's clinical and environmental mission.

Action: Concept paper will be forwarded for review and approval by appropriate staff.

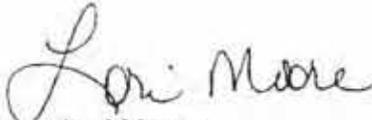
Director's approval

VA Department of
Veterans Affairs

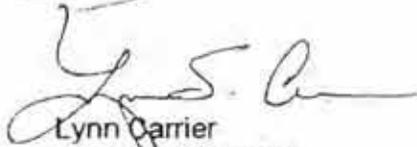
Memorandum

Date: April 10, 2009
From: Associate Chief, Asset Management (10A5)
Subj: WLA Golf Course Concept Paper
To: Acting Director (00)
Thru: Associate Director for Administration and Support (10A2)

1. The enclosed concept paper requires the approval of the Director.
2. This concept is for an agreement with a non-profit organization to perform the business and financial administration of WLA's golf course.
3. The term of the agreement is 5 years with (1) 5-year option.
4. Should you have further questions, please contact me directly at extension 42496.


Lori Moore

Attachments

Approve / Disapprove

Lynn Carrier
Associate Director

Approve / Disapprove

Donna M. Beiter, R.N., M.S.N.
Director

Liguoro, Joan

From: Tillman, Ralph D
Sent: Tuesday, May 26, 2009 7:00 AM
To: Moore, Lori S.
Subject: FW: WLA Golf Course Concept Approval (Network appr'/_
Follow Up Flag: Follow up
Flag Status: Yellow

Wait till the end of the week, then forward to VACO for Concept Approval

Ralph Tillman
Acting Chief, Public and Consumer Affairs
VA Greater Los Angeles Healthcare System
310- [REDACTED]

From: Fallen, Barbara
Sent: Monday, May 25, 2009 10:23 PM
To: Tillman, Ralph D
Subject: RE: WLA Golf Course Concept Approval

Looks good – I will let you know if Ron has any concerns by the end of the week. If you don't hear from me it's approved.

From: Tillman, Ralph D
Sent: Tuesday, May 19, 2009 7:17 AM
To: Fallen, Barbara
Subject: FW: WLA Golf Course Concept Approval
Importance: High

This is another one we would like to move forward when you get a chance.

Ralph Tillman
Acting Chief, Public and Consumer Affairs

VA Greater Los Angeles Healthcare System
310- [REDACTED]

From: Tillman, Ralph D
Sent: Wednesday, April 29, 2009 8:37 AM
To: Fallen, Barbara
Subject: FW: WLA Golf Course Concept Approval
Importance: High

Barbara, attached for you review and approval is a request for concept approval for a Sharing Agreement to operate our golf course. It has been approved by the Director .

From: Moore, Lori S.
Sent: Tuesday, April 28, 2009 12:02 PM
To: Tillman, Ralph D
Subject: WLA Golf Course Concept Approval

Attached for your review and approval is the concept paper for the WLA Golf Course. Also attached is the Director's approval memo for this concept as well as an issue brief for further clarification.

Please let me know if additional information is needed.

Thank you,

*Lori Moore
Associate Chief, Public and Consumer Affairs
VA Greater Los Angeles Healthcare System
ofc: (310) 268-3789 [REDACTED]
fax: (310) 268-4196*

Liguoro, Joan

From: Liguoro, Joan
Sent: Tuesday, June 30, 2009 9:13 AM
To: Foley, Dennis
Subject: FW: Golf Course Concept Paper - Revised
Attachments: GC_Concept_6-30-09 (revised).doc

Attorney-Client

Joan L. Liguoro

Staff Attorney

Office of Regional Counsel (02)

11000 Wilshire Blvd.

Los Angeles, CA 90024

Phone: 310. [REDACTED]

Fax: 310.268.4596

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From: Moore, Lori S.
Sent: Tuesday, June 30, 2009 9:01 AM
To: Liguoro, Joan
Subject: Golf Course Concept Paper - Revised

Hi Joan,

I modified the concept paper. Take a look at it and see if this is sufficient. I highlighted what was changed in yellow.

6/30/2009

000759

Thanks!

*Lori Moore
Associate Chief, Public and Consumer Affairs
VA Greater Los Angeles Healthcare System
ofc: (310) 268-3789 [REDACTED]
fax: (310) 268-4196*

Liguoro, Joan

From: Valentino, Dominga
Sent: Friday, August 21, 2009 11:20 AM
To: Valentino, Dominga
Subject: FW: GC Concept Revised (2) VACO appr'l

From: Liguoro, Joan
Sent: Monday, July 06, 2009 7:46 AM
To: Moore, Lori S.
Subject: FW: GC Concept Revised (2)

Yeah!! Good to go. Joan

Joan L. Liguoro
Staff Attorney
Office of Regional Counsel (02)
11000 Wilshire Blvd.
Los Angeles, CA 90024
Phone: 310. [REDACTED]
Fax: 310.268.4596

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From: Foley, Dennis
Sent: Monday, July 06, 2009 5:29 AM
To: Liguoro, Joan
Subject: RE: GC Concept Revised (2)

Attorney-Client

Otherwise, looks ok with me.

This message is intended solely for use of the person(s) to whom it is addressed and may contain information that is attorney work product, privileged, confidential or otherwise protected by law. All others are hereby notified that receipt of the message does not waive any applicable privilege or exemption from disclosure.

From: Liguoro, Joan
Sent: Thursday, July 02, 2009 1:35 PM
To: Foley, Dennis
Subject: FW: GC Concept Revised (2)

Hi Dennis: Here is the revised revised Concept for the Golf Course. Are we there yet? Happy 4th. Joan

Joan L. Liguoro
Staff Attorney
Office of Regional Counsel (02)
11000 Wilshire Blvd.
Los Angeles, CA 90024
Phone: 310 [REDACTED]
Fax: 310.268.4596

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From: Moore, Lori S.
Sent: Thursday, July 02, 2009 10:32 AM
To: Liguoro, Joan
Subject: RE: GC Concept Revised (2)

Hi Joan,

Please see the modification to #5 and let me know if you think I need to change anything.

Thanks,

Lori Moore
Associate Chief, Public and Consumer Affairs
(310) 268-3789 [REDACTED]

From: Liguoro, Joan
Sent: Wednesday, July 01, 2009 10:34 AM
To: Moore, Lori S.

Subject: RE: GC Concept Revised (2)

Hi Lori: I made some comments to the concept paper. I just think we need to really think this through as to what exactly we want the Non Profit to be doing. Joan

Joan L. Liguoro

Staff Attorney

Office of Regional Counsel (02)

11000 Wilshire Blvd.

Los Angeles, CA 90024

Phone: 310 [REDACTED]

Fax: 310.268.4596

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From: Moore, Lori S.
Sent: Wednesday, July 01, 2009 7:57 AM
To: Liguoro, Joan
Subject: GC Concept Revised (2)

Hi Joan,

Attached is the golf course concept revisions explaining the 50% split of revenue and separate agreement for CWT reimbursements. Let me know if this needs further revisions.

Thanks,

*Lori Moore
Associate Chief, Public and Consumer Affairs
VA Greater Los Angeles Healthcare System
ofc: (310) 268-3789 [REDACTED]
fax: (310) 268-4196*

8/31/2009

000763

Issue Title: RFP for WLA Golf Course (GC)

Date of Report: 8/24/09

Background:

The GC concept paper was approved by WLA on April 10, 2009; the Network on May 25, 2009 and VACO on July 6, 2009.

The solicitation was sent to Regional Council on August 21, 2009 for review and approval. Upon approval, the solicitation will be sent to those who have expressed interest in bidding. The intended release date for the solicitation is Thursday, September 3, 2009.

Technical Evaluators selected to review the bids are: Lori Moore, Bill Daniels, Bob Benkeser and Charles Lemle.

Current Status:

Solicitation is currently with Regional Counsel for review/approval.

Action:

Further action awaits approval from Regional Counsel.

Liguoro, Joan

From: Liguoro, Joan
Sent: Monday, August 31, 2009 3:45 PM
To: Moore, Lori S.
Cc: Valentino, Dominga; Matthews, John E.
Subject: RE: Golf Course RFP

I've done a legal (not technical) review of the solicitation for the Golf Course Sharing agreement. I have never reviewed a solicitation for a sharing agreement before; typically I review solicitations that follow the FAR. So my comments are general in nature:

Attorney-Client



Joan L. Liguoro

8/31/2009

000766

Staff Attorney
Office of Regional Counsel (02)
11000 Wilshire Blvd.
Los Angeles, CA 90024
Phone: 310. [REDACTED]
Fax: 310.268.4596

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From: Moore, Lori S.
Sent: Thursday, August 27, 2009 2:38 PM
To: Liguoro, Joan
Cc: Valentino, Dominga; Matthews, John E.
Subject: Golf Course RFP

Hi Joan,

I will be on annual leave from 8/31 to 9/11. In the meantime, John Matthews will be acting for me. If after you review the RFP, you find that modifications are needed, please send them to Dominga Valentino to make the changes. I have copied her on this email as well as John for communication purposes.

I will be forwarding you a separate email regarding the Vets Garden sharing agreement for your advice and input. Thanks for all your help.

*Lori Moore
Associate Chief, Public and Consumer Affairs
VA Greater Los Angeles Healthcare System
ofc: (310) 268-3789 [REDACTED]
fax: (310) 268-4196*



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

February 12, 2010

In Reply Refer To: 691/10A5

Mr. Dwight Radcliff,
President and CEO
United States Veterans Initiative (US Vets)
800 West 6th Street Suite 1505
Los Angeles, CA 90017

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
(661) 632-1800

Los Angeles Ambulatory
Care Center
351 E. Temple Street
Los Angeles, CA 90012
(213) 253-2677

Dear Mr. Radcliff,

Santa Barbara Community
Based Outpatient Clinic
4440 Calle Real
Santa Barbara, CA 93110
(805) 683-1491

Thank you for submitting a proposal in response to the VA RFP seeking a non-profit organization to work with the VA Compensated Work Therapy Programs in the administration and management of the VA golf course at the Department of Veterans Affairs (DVA) Greater Los Angeles Healthcare System (GLAHS), West Los Angeles campus. This letter is to inform you that upon review by the GLAHS Source Selection Board, it was determined that your proposal is within the zone of consideration and your partnership has been selected as the Preferred Provider. **On Friday, February 12, 2010 at 10:30am in Building 500 Room 6005**, we will hold a meeting to discuss the formulation of the Development Plan, at which time you will have sixty (60) calendar days to submit a completed document. After the submission of an acceptable Development Plan we will have thirty (30) calendar days to negotiate, draft and execute an Enhanced Sharing Agreement for this project. If you have any questions, feel free to contact Dominga Valentino at (310) 478-3711 x48582. We look forward to working with your team in addressing the needs of our Veterans.

Sepulveda Ambulatory Care
Center and Nursing Home
16111 Plummer Street
North Hills, CA 91343
(818) 891-7711

West Los Angeles
Healthcare Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
(310) 478-3711

Sincerely,

A handwritten signature in black ink that reads "Ralph Tillman".

Ralph Tillman,
Contracting Officer

**SOURCE SELECTION PLAN
RFP VA-_____**

**WEST LOS ANGELES VA
GOLF COURSE BUSINESS OPERATIONS**

TECHNICAL EVALUATORS

Bill Daniels, Chief, Community Care

Robert Benkeser, Chief, Facilities

Charles Lemle, Manager, Environmental Care

Lori Moore, Associate Director, Public & Consumer Affairs

A. EVALUATION – Technical and Cost/Price Proposal Content

- a. The Government will award a contract resulting from this solicitation to the selected Provider whose proposal conforming to the solicitation will be most advantageous to the Government all factors considered.
- b. Offerors should address in detail each of the evaluation factors by describing their proposed approach to each sub-factor outlined. Offeror should ensure the response to the evaluation factors shall include an outline of the proposal, identified by a sequential page number and by section reference and section title. Offerors shall include any supporting documents, resumes and/or attachments.

B. FACTORS AND SUBFACTORS AND THEIR RELATIVE IMPORTANCE

- a. An evaluation of all offers will be made in accordance with the criteria set forth below. Evaluation criteria consist of factors and sub-factors listed with an equal level of importance.
- b. The Government will assign a rating to each factor/sub-factor identified. The rating depicts how well the Offeror meets the evaluation areas/factors/sub-factors and solicitation requirements.

The following factors and sub-factors will be evaluated with an equal level of importance:

Section One: Past Experience

- Complete Name, Address, and Telephone number of firm submitting offer.
- Name and title of individual(s) authorized to negotiate and execute agreements.
 - Detailed Resume of the Company and all KEY PERSONNEL that would be assigned to the project.
 - References – three to five references of COMPARABLE scope, including complete contact information, (name, title, address, telephone number, and contract/agreement number) completed in the last 5 years.
 - Demonstrated ability to successfully perform the requirements of this project.
 - Narrative discussion of prior experience/involvement with Government Agencies, (City, County, State, Federal)

Section Two: Operation and Management Concept

- Narrative approach for the development and the implementation of an outreach plan designed to identify and inform eligible veterans of the services available.
- Substantiated fees proposed to be charged to potential users, per day, per month, etc.
- Types of support programs that offeror feels would work best in the environment
- Realistic projected usage per day, per month, per year, etc.
- Copies of comparable prior print media presentations regarding marketing/outreach for the project

Section Three: Financial Proposal

- Preceding three (3) fiscal years audited financial statements.
- *Pro forma* statements including five year business plan
- Sources of capital and operating revenue and documentation

Section Four: Narrative Discussion: How DVA Program requirements will be achieved

- Narrative demonstration of the offeror's understanding of the requirements of the project and how they will be met

Section Five: Design Concept

- Preliminary drawings of renovated space including conceptual renderings

C. EVALUATION APPROACH

- a. The Government will use the following general criteria in the proposal evaluation:

1. Feasibility of Approach:

The extent to which the proposed approach is workable and results achievable. The extent to which successful performance is contingent upon proven approaches, processes and techniques that do not require excessive development or modification. The proposal will be evaluated to determine whether the Offeror's methods and approach in meeting the requirements provide the Government with high level of confidence in successful performance. The extent to which the Offeror is expected to be able to successfully complete the proposed tasks and requirements within the proposed schedule.

2. Completeness:

The extent to which requirements have been considered, defined and satisfied based solely upon the proposal. Evaluators will not assume that the Offeror's performance will be reflected in any areas other than what is addressed in the Offeror's proposal nor will the Evaluators consider any information (except for past performance information), not submitted with the Offeror's proposal. It is the Offeror's responsibility to insure that accuracy and completeness of the proposal it submits.

3. Understanding the Problems and Requirements:

The extent to which the proposal demonstrates a clear understanding of the requirements and problems involved in meeting or exceeding the standards for the various tasks necessary to provide therapeutic and supportive homeless housing.

4. Risk:

Proposal risk relates with the Offeror's proposed approach to satisfy the Government's requirements. The Government will evaluate in each factor and sub-factor the extent to which the Offeror's proposal represents a risk of successful contract performance.

- b. The evaluations are being conducted to identify meaningful comparison and discrimination between and among competing proposals.
1. **Evaluation forms are to be completed individually, based solely on the criteria established in the evaluation factors and sub-factors.**
 2. During this period of the evaluation there shall be no discussions between evaluators.
 3. Each factor shall be rated.
 4. Evaluators are to list deficiencies, if any. A deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weakness in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Deficiencies will typically eliminate the proposal from further consideration.
 5. Evaluators are to list advantages, which are areas identified in the proposal that indicate potential successful performance.
 6. Evaluators are to list disadvantages, which identify weakness. Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance. A “significant weakness” in the proposal is a flaw that appreciably increases that risk of unsuccessful contract performance.
 7. Evaluators are to list risk identified in the proposal, if any. Although a proposal may meet the technical requirements of the solicitation it may include risks. Please describe that risk, if any. Types of risk may include schedule/time risk, risk of technical capability, cost risk, technical feasibility, and management risk.
 8. Evaluators are to indicate why they have or have not determined that the Offeror has an understanding of the solicitation’s requirements.
 9. Evaluators are to list comments regarding Offeror’s feasibility of approach.
 10. Evaluators are to sign and date the last page of the Individual Evaluation Form.

D. CONSENSUS EVALUATION FORM

- a. After completing the Individual Evaluation Form the Source Selection Board shall meet in order to develop a consensus to be recorded on the form entitled “Consensus Evaluation”.
- b. Proposals are to be given a color coding score in accordance with the Rating Definitions and Standards identified in the evaluation instructions and are to be supported in writing by the Source Selection Board.
- c. Evaluations are to be conducted strictly in accordance with the evaluation criteria established in the solicitation.
- d. It is imperative that color coding scores are supported in writing under the Rational for Rating column.
- e. If rationale does not support the rating, or if rationale is not included, the **rating shall be rejected** by the Source Selection Authority (Contracting Officer).
- f. All Source Selection Board members must print their name and title, sign and date the last page of the form.

E. RATING DEFINITIONS AND STANDARDS

1. Past Performance

Past Performance will be rated by the Contracting Officer. The Contracting Officer will assign an adjectival rating based on the information provided by the references listed in the solicitation and any other source such as previous commercial and Government contracts. The Government may also use any relevant information in its possession or in the public domain. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

- a. **Exceptional**=Past performance information that indicates the contractor will perform the contract with no risk.
- b. **Satisfactory**=Past performance information that indicates that the contractor will perform the contract successfully with very little risk.
- c. **Marginal**=Past performance information that indicates a risk that the contractor may or may not perform the contract successfully.
- d. **Unsatisfactory**=Past performance information that indicates the contractor poses a significant risk that the contract will not be performed successfully.
- e. **Neutral**=Information that cannot be used due to unavailability or irrelevancy.

Note: Past performance will be rated High, Medium, or Low within the above rated category to further define its rating.

2. Operation and Management Concept:

a. Blue/Outstanding

An operational and management approach that exceeds all of the VA's requirements. Contains many significant strengths and no significant weakness. Contains extensive detail to indicate a thorough understanding of the requirements, with an overall low degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, and other resources as necessary that together demonstrate superior technical capabilities that will satisfy or exceed all requirements. There are no weaknesses and many significant strengths. Examples of the later are highly efficient or highly effective processes, innovative procedures or techniques, superior plans, or innovative suggestions. Offeror proposes a substantial pool of personnel available to satisfy all requirements. Offeror has more than adequate number of highly qualified subcontractors in place to satisfy all requirements. Offeror shows many significant strengths, no weaknesses.

b. Green/Excellent

An operational and management approach that exceeds some of and satisfies all of the VA's requirements. Contains many significant strengths and few significant weaknesses. Contains detail to indicate an understanding of the requirements, with an overall low to slightly moderate degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an excellent operational and management approach that will satisfy all requirements. There are no weaknesses, and many

strengths, or few minor weaknesses and some strengths. Examples of the later are effective processes, innovative procedures or techniques, superior plans, or innovative suggestions. Offeror has more than adequate number of subcontractors in place to satisfy all requirements. Offeror shows many strengths, some weaknesses.

c. Yellow/Acceptable

An operational and management approach that satisfies all or almost all of the VA's requirements. Contains few significant strengths and few significant weaknesses. Contains minimal detail to indicate and understanding of the requirements, with an overall low to moderate degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an adequate operational and management approach that will satisfy almost all requirements. There are no significant weaknesses, or strengths, or there are some weaknesses and some strength. Offeror proposes an adequate number of personnel available to satisfy all requirements. Offeror has an adequate skill mix of subcontractors to satisfy all requirements. Offeror shows no significant strengths or weaknesses, or has some strength and some weaknesses.

d. Orange/Marginal

An operational and management approach that satisfies some of the VA's requirements. Contains no significant strengths and few significant weaknesses or many significant strengths and many significant weaknesses. Contains minimal or no detail to indicate an understanding of the requirements, with an overall high degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an adequate operational and management approach that will satisfy the majority of the requirements. There are no strengths and many weaknesses, or some significant weaknesses. Examples of the latter are inefficient processes or methods, inconsistent plans, inefficient assignment of personnel or resources, or plans, processes that are missing completely. Offeror proposes an adequate number of personnel available to satisfy most of the requirements. Offeror has an adequate skill mix of subcontractors to satisfy most of the requirements. Offeror shows no significant strengths and many weaknesses, or some significant weaknesses.

e. Red/Unacceptable

An operational and management approach that fails to meet stated requirements and/or contains major errors, omissions or deficiencies which indicate a lack of understanding of the requirements or an offer which cannot be expected to meet requirements or involves a very high risk; and these conditions can not be corrected without a major rewrite or revision of the proposal.

Offeror has failed to identify, and have in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an adequate operational and management approach that will satisfy the requirements. There are no strengths and

many significant weaknesses, or deficiencies. Examples of the latter are inefficient processes or methods, ineffective plans, inefficient or improper assignment of personnel or resources, or plans, processes that are missing completely. Offeror proposes an inadequate number of personnel available to satisfy the requirements. Management is not in place. Offeror has an inadequate skill mix of subcontractors to satisfy the requirements. Offeror shows no strengths and many weaknesses, or some significant weaknesses.

3. Financial Proposal

a. Blue/Outstanding

A financial approach that exceeds all of the VA's requirements. Contains many significant strengths and no significant weakness. Contains extensive detail to indicate a thorough understanding of the requirements, with an overall low degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, and other resources as necessary that together demonstrate superior financial capabilities that will satisfy or exceed all requirements. There are no weaknesses and many significant strengths. Examples of the later are highly efficient or highly effective processes, innovative procedures or techniques, superior plans, or innovative suggestions. Offeror proposes a substantial pool of personnel available to satisfy all requirements. Offeror shows many significant strengths, no weaknesses.

b. Green/Excellent

A financial approach that exceeds some of and satisfies all of the VA's requirements. Contains many significant strengths and few significant weaknesses. Contains adequate detail to indicate an understanding of the requirements, with an overall low to slightly moderate degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, personnel, and other resources as necessary that together demonstrate above average financial capabilities that will satisfy all requirements. There are no weaknesses, and many strengths, or few minor weaknesses and some significant strengths. Examples of the later are effective processes, innovative procedures or techniques, superior plans, or innovative suggestions. Offeror proposes a more than adequate number of personnel available to satisfy all requirements. Offeror shows many strengths, some weaknesses.

c. Yellow/Acceptable

A financial approach that satisfies all or almost all of the VA's requirements. Contains few significant strengths and few significant weaknesses, or contains no significant strengths or weaknesses. Contains minimal detail to indicate and understanding of the requirements, with an overall low to moderate degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an adequate financial approach that will satisfy almost all requirements. There are no significant strengths or weaknesses, or there are some strength and some weaknesses. Offeror proposes an adequate number of personnel available to satisfy almost all requirements. Offeror shows no significant strengths or weaknesses, or has some strength and some weaknesses.

d. Orange/Marginal

A financial approach that satisfies some of the VA's requirements. Contains no significant strengths and few significant weaknesses or many significant strengths and many significant weaknesses. Contains minimal or no detail to indicate an understanding of the requirements, with an overall high degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, personnel, and other resources as necessary that together equate to a financial approach that will satisfy the majority of the requirements. There are no strengths and many weaknesses, or some significant weaknesses. Examples of the latter are insufficient processes or methods, inconsistent plans, inefficient assignment of personnel or resources, or plans, processes that are missing completely. Offeror proposes an adequate number of personnel available to satisfy a majority of the requirements. Offeror shows no significant strengths and many weaknesses, or some significant weaknesses.

e. Red/Unacceptable

A financial approach that fails to meet stated requirements and/or contains major errors, omissions or deficiencies which indicate a lack of understanding of the requirements or an offer which cannot be expected to meet requirements or involves a very high risk; and these conditions can not be corrected without a major rewrite or revision of the proposal.

Offeror has failed to identify, and have in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an adequate financial approach that will satisfy the requirements. There are no strengths and many significant weaknesses, or deficiencies. Examples of the latter are inefficient processes or methods, ineffective plans, inefficient or improper assignment of personnel or resources, or plans, processes that are missing completely. Offeror proposes an inadequate number of personnel available to satisfy the requirements whereby there is a likelihood of unsuccessful performance. Offeror shows no strengths and many weaknesses, or some significant weaknesses.

4. Narrative Discussion: How DVA Program Requirements will be Achieved

a. Blue/Outstanding

An approach that exceeds all of the VA's requirements. Contains many significant strengths and no significant weakness. Contains extensive detail to indicate a thorough understanding of the requirements, with an overall low degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, and other resources as necessary that together demonstrate superior technical capabilities that will satisfy or exceed all requirements. There are no weaknesses and many significant strengths. Examples of the later are highly efficient or highly effective processes, innovative procedures or techniques, superior plans, or innovative suggestions. Offeror proposes a substantial pool of personnel available to satisfy all requirements. Offeror shows many significant strengths, no weaknesses.

b. Green/Excellent

An approach that exceeds some of and satisfies all of the VA's requirements. Contains many significant strengths and few significant weaknesses. Contains detail to indicate an understanding of the requirements, with an overall low to slightly moderate degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an excellent approach that will satisfy all requirements. There are no weaknesses, and many strengths, or few minor weaknesses and some strengths. Examples of the later are effective processes, innovative procedures or techniques, superior plans, or innovative suggestions. Offeror shows many strengths, some weaknesses.

c. Yellow/Acceptable

An approach that satisfies all or almost all of the VA's requirements. Contains few significant strengths and few significant weaknesses. Contains minimal detail to indicate and understanding of the requirements, with an overall low to moderate degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an adequate approach that will satisfy almost all requirements. There are no significant weaknesses, or strengths, or there are some weaknesses and some strength. Offeror proposes an adequate number of personnel available to satisfy all requirements. Offeror shows no significant strengths or weaknesses, or has some strength and some weaknesses.

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that are missing completely. Offeror proposes an adequate number of personnel available to satisfy most of the requirements. Offeror shows no significant strengths and many weaknesses, or some significant weaknesses.

e. Red/Unacceptable

An approach that fails to meet stated requirements and/or contains major errors, omissions or deficiencies which indicate a lack of understanding of the requirements or an offer which cannot be expected to meet requirements or involves a very high risk; and these conditions can not be corrected without a major rewrite or revision of the proposal.

Offeror has failed to identify, and have in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an adequate approach that will satisfy the requirements. There are no strengths and many significant weaknesses, or deficiencies. Examples of the latter are inefficient processes or methods, ineffective plans, inefficient or improper assignment of personnel or resources, or plans, processes that are missing completely. Offeror proposes an inadequate number of personnel available to satisfy the requirements. Management is not in place. Offeror shows no strengths and many weaknesses, or some significant weaknesses.

5. Design Concept

a. Blue/Outstanding

An approach that exceeds all of the VA's requirements. Contains many significant strengths and no significant weakness. Contains extensive detail to indicate a thorough understanding of the requirements, with an overall low degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, and other resources as necessary that together demonstrate superior technical capabilities that will satisfy or exceed all requirements. There are no weaknesses and many significant strengths. Examples of the later are highly efficient or highly effective processes, innovative procedures or techniques, superior plans, or innovative suggestions. Offeror proposes a substantial pool of personnel available to satisfy all requirements. Offeror shows many significant strengths, no weaknesses.

b. Green/Excellent

An approach that exceeds some of and satisfies all of the VA's requirements. Contains many significant strengths and few significant weaknesses. Contains detail to indicate an understanding of the requirements, with an overall low to slightly moderate degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an excellent approach that will satisfy all requirements. There are no weaknesses, and many strengths, or few minor weaknesses

and some strengths. Examples of the later are effective processes, innovative procedures or techniques, superior plans, or innovative suggestions. Offeror shows many strengths, some weaknesses.

c. Yellow/Acceptable

An approach that satisfies all or almost all of the VA's requirements. Contains few significant strengths and few significant weaknesses. Contains minimal detail to indicate and understanding of the requirements, with an overall low to moderate degree of risk in meeting the VA's requirements.

Offeror has identified, or has in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an adequate approach that will satisfy almost all requirements. There are no significant weaknesses, or strengths, or there are some weaknesses and some strength. Offeror proposes an adequate number of personnel available to satisfy all requirements. Offeror shows no significant strengths or weaknesses, or has some strength and some weaknesses.

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An approach that satisfies some of the VA's requirements. Contains no significant strengths and few significant weaknesses or many significant strengths and many significant weaknesses. Contains minimal or no detail to indicate an understanding of the requirements, with an overall high degree of risk in meeting the VA's requirements.

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An approach that fails to meet stated requirements and/or contains major errors, omissions or deficiencies which indicate a lack of understanding of the requirements or an offer which cannot be expected to meet requirements or involves a very high risk; and these conditions can not be corrected without a major rewrite or revision of the proposal.

Offeror has failed to identify, and have in place, processes, methods, plans, personnel, and other resources as necessary that together equate to an adequate approach that will satisfy the requirements. There are no strengths and many significant weaknesses, or deficiencies. Examples of the latter are inefficient processes or methods, ineffective plans, inefficient or improper assignment of personnel or resources, or plans, processes that are missing completely. Offeror proposes an inadequate number of personnel

available to satisfy the requirements. Management is not in place. Offeror shows no strengths and many weaknesses, or some significant weaknesses.

Individual Evaluation Form

Factor	Deficiencies	Advantages	Disadvantages	Risk	Offerors Understanding of the Solicitation Requirements	Feasibility of Approach
Past Experience						

Factor	Deficiencies	Advantages	Disadvantages	Risk	Offerors Understanding of the Solicitation Requirements	Feasibility of Approach
Operation and Management Concept						

Factor	Deficiencies	Advantages	Disadvantages	Risk	Offerors Understanding of the Solicitation Requirements	Feasibility of Approach
Financial Proposal						

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Factor	Deficiencies	Advantages	Disadvantages	Risk	Offerors Understanding of the Solicitation Requirements	Feasibility of Approach
Narrative Discussion: How DVA Program requirements will be achieved						

Factor	Deficiencies	Advantages	Disadvantages	Risk	Offerors Understanding of the Solicitation Requirements	Feasibility of Approach
Design Concept						

Name

Date

Signature

Date: February 11, 2010
From: GLAHS West LA Golf Course Award Technical Evaluation Committee
Subj: West Los Angeles VA Golf Course Contract Award
To: Mr. Ralph Tillman, Chief External Affairs

1) On October 2, 2009 the Greater Los Angeles Healthcare System released a Request for Proposal to non-profit organizations interested in managing the West Los Angeles VA golf course. The following 5 proposals were received. A Technical Evaluation Committee reviewed all 5 proposals submitted and held personal interviews with all 5 bidders.

2) **United States Veterans Initiative (US Vets)** proposal and interview rated an 'Outstanding' and/or 'Excellent in all evaluation fields. The collaboration with UCLA, US Vets and Synergy Golf gives outstanding qualifications in experienced golf course operations and clinical program support with a financial proposal that exceeded the requirements. The overall design concept demonstrated an excellent understanding of the VA's clinical mission as well as an ability to execute the VA's clinical programs pending verification of on-site personnel.

3) [REDACTED] proposal and interview rated 'Excellent and/or 'Acceptable' in all evaluation fields. The Bandini Foundation presented very good individual experience in golf course development, but no corporate experience; with an Operation and Management concept lacking a solid structure despite very high personal commitment. Their Financial Proposal was sound but was based on personal assets and carried some financial risks. Their overall Design Concept was very good with an excellent understanding of the VA's mission, and a willingness to support the VA's programs, but no solid plan to execute support of those clinical programs.

4) [REDACTED] proposal and interview rated 'Acceptable' and/or 'Marginal' in all evaluation fields. SAYPI showed acceptable corporate experience and personal experience running a golf course. Their Operation and Management Concept lacked clarity with no resources, no corporate structure and a high degree of reliance on government equipment. There was no plan and/or program for

West Los Angeles VA Golf Course Contract Award

interaction with Veterans, and therefore the proposal did not meet the requirements in the area of clinical issues. Their overall Design concept was unable to be determined based on the materials submitted and interview information.

- 5) [REDACTED] proposal and interview rated 'Marginal' and/or 'Unacceptable' in all evaluation fields.

Ryan Sullivan demonstrated a great degree of knowledge and enthusiasm for the game of golf, but no experience in actual golf course operation or corporate experience. They did not demonstrate any Operation and Management experience, and while they had great technical knowledge and ideas, they had no practical resources (e.g. equipment) leaving a heavy reliance on the government for both equipment and maintenance staff. Their Financial Proposal was impressive but theoretical and untested, and they had no programs in place for meeting the clinical aspect of the VA's mission. Their Design Concept was not properly formulated.

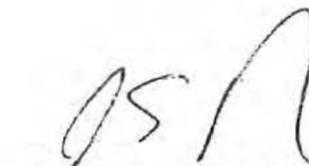
- 6) [REDACTED] proposal and interview rated 'Marginal' and/or 'Unacceptable' in all evaluation fields.

Terry Gray showed knowledge of, and a clear, strong personal connection to this particular golf course due to his involvement in its development. However, there was no managerial or corporate experience in running a golf course, and no corporate structure or formal plan. Both the proposal and interview lacked any Financial Proposal, a plan for how the VA's clinical programs would be achieved, and no Design Concept.

In conclusion, it is the consensus of the Technical Evaluation Committee that the contract be awarded to United States Veterans, Initiative (US Vets).



William Daniels
Chief, Mental Health



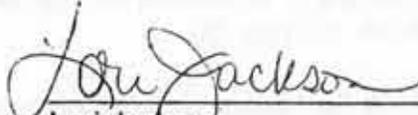
Jonathan Sherin
Associate Chief,

Page 3.

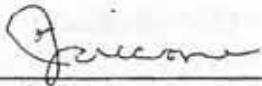
West Los Angeles Golf Course Contract Award



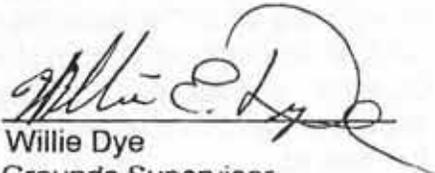
Charles Lemle
Chief,
Environmental Management Service



Lori Jackson
Associate Chief,
Asset Management



Joseph Ciccone,
Program Manager,
Veterans Community Employment
Development



Willie Dye
Grounds Supervisor

Memorandum

Date: August 18, 2010
From: Associate Chief, Asset Management (10A5)
Subj: U.S. Vets Initiative/VA Enhanced Sharing Agreement and Development Plan for WLA Golf Course
To: Director (00)
Thru: Associate Director for Administration and Support (10A2)
Thru: Chief of Communications and External Affairs (OOPA)

1. The enclosed Enhanced Sharing Agreement and Development Plan require the approval of the Director.
2. This agreement is to authorize U.S. Vets Initiative to perform the business and financial administration of WLA's golf course.
3. The Development Plan (attachment D) has been reviewed and approved by VA Evaluation Committee members.
4. The term of the agreement is 5 years with (1) 5-year option.
5. Should you have further questions, please contact me directly at extension 42496.


Lori Jackson

Attachments

Approve / Disapprove

Ralph Tillman
Chief of Communications and
External Affairs

Approve / Disapprove

Lynn Carrier
Associate Director

Page 2 continued

U.S. Vets Initiative/VA Enhanced Sharing Agreement and Development
Plan for WLA Golf Course

Approve / ~~Disapprove~~



Donna M. Beiter, R.N., M.S.N.
Director

II.H.3.
EXECUTED AGREEMENT

**Department of Veterans Affairs
Greater Los Angeles Healthcare System
Enhanced Sharing Agreement
West Los Angeles Health Care Center**

- 1. Sharing Agreement:** This Contract, ESA #V69IS- 5310, is a Sharing Agreement pursuant to Title 38 U.S.C. Section 8153.

This Sharing Agreement provides for the use of Department of Veterans Affairs (herein after 'DVA'), **Greater Los Angeles Healthcare System (herein after 'GLAHS')**, West Los Angeles space, land use and/or other resources, (the "Shared Property") as specified in subparagraph 1B below.

The terms of the Contract are as follows:

- A. Parties:** **United States Veterans Initiative (US Vets)** and the DVA, GLAHS

- B. Resources to be shared:** VA Golf Course on the north campus of WLA VA Medical Center.

- C. Period of Performance:** **Five (5) years and one (1) 5-year option**

- D. Financial proposal including pro forma:** As mutually agreed upon in the Development Plan (attachment 'D') To include a separate MOU between US Vets and the Compensated Work Therapy program and a separate MOU between US Vets and VA Canteen Services.

- E. Payment:** Payments in lieu of rent shall consist of the management of the VA golf course on the West Los Angeles campus to include development and implementation of a business model and financial program to handle public pay-to-play participants while maintaining a therapeutic and rehabilitative environment for Veterans. Plus a profit sharing agreement to include fifty percent (50%) of net proceeds (after expenses including CWT reimbursement) to go directly to GLAHS. The Sharing Partner will be responsible for financing and/or obtaining financing to develop, construct, manage and perform under the terms of the Sharing Agreement.

- F. Authorization to Act on Behalf of the DVA GLAHS, WEST LOS ANGELES:** The Contracting Officer ("CO") is the only United States Government ("Government") official who shall be authorized to enter into, modify, administer and terminate this Agreement and to give any and all direction required of the DVA under this Agreement.

- G. Restriction:** The DVA, GLAHS, prohibits the use of DVA property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts). The DVA, GLAHS, prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA, GLAHS, has been obtained and such approval is incorporated into this Contract. The DVA, GLAHS, prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is

strictly prohibited. The sale or consumption of alcohol on the Shared Property is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY. Any specific requests for activities or event elements not described above or in "ESA #V691S-5310" are to be submitted in writing to the CO listed below. Requests shall be made at least 30 days prior to the performance date to which the activity applies. Upon receipt, requests will be reviewed by appropriate DVA personnel and Sharing Partner will be notified in a timely manner as to the result.

- H. **Security:** The Department of Veterans Affairs Police Department (VAPD) regularly patrols the area 24 hours a day to ensure the safety of the tenants, patients and employees. The Sharing Partner may provide any additional security they feel is necessary. If incidents occur which require GLA involvement, the cost of addressing those incidents will be the responsibility of the Sharing Partner. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) or DVA GLAHS Security Police, may be conducted during the period of performance, provided that said random inspections do not materially interfere with Sharing Partner's activities.

- I. **Maintenance:** The Sharing Partner shall be solely responsible for any and all costs associated with repair and maintenance of the Shared Property and equipment as well as all improvements made to the Shared Property.

- J. **Utilities:** DVA will be responsible for providing utilities. Sharing Partner will be required to pay for utilities above and beyond normal usage.

- K. **Insurance:** Sharing Partner shall furnish, or cause to be furnished, original certificates of insurance to DVA five (5) days prior to the use of the Shared Property. The term of the insurance, and successor policies, must in the aggregate for the duration of the Period of Performance covered by this Sharing Agreement.
 - 1. **Types of Limits of Insurance:** The following types and limits of insurance are required:
 - a) Comprehensive or commercial general liability insurance to include the following coverage: premises/operations, products/completed operations (when applicable), contractual personal injury, broad form property damage, with limits not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

 - b) Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury and property damage, including coverage of owned, non-owned and hired vehicles, including loading and unloading operations.

- c) Workers Compensation Insurance and Employer's Liability Insurance, as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident or occurrence.
- d) DVA may require other insurance coverage deemed appropriate for a specific event.
- e) DVA or designee is hereby authorized to reduce the requirements set forth herein in the event it is determined that such reduction is in the best interests of DVA. Such reduction shall not be binding unless in writing and signed by DVA or designee.
- f) The CO or his or her designee is hereby authorized to reduce the requirements set forth herein in the event that they determine that (i) such reduction does not unduly diminish protection of the DVA or its assets, or (ii) the requirement of these coverages would impose an unreasonable financial burden upon the Sharing Partner. Such reduction shall not be binding unless in writing and signed by the CO or his or her designee.

2. Coverage:

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

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

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

4. Acceptability of Insurers:

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

5. Remedies for Breach of Insurance Requirements:

If Sharing Partner, for any reason, fails to obtain, within ninety (90) days, and to maintain insurance coverage, which is required pursuant to this Section, the same shall be deemed a material breach of contract. The DVA, at its sole option, exercisable any time after Sharing Partner's failure to cure said breach within thirty (30) days after receiving written notice thereof, may terminate this Agreement and obtain damages, if any, from the Sharing Partner resulting from said breach.

- L. **Damages:** Sharing Partner will ensure performance area(s) is/are restored to pre-existing conditions (fair wear and/or tear excepted) at expiration of performance. The Sharing Partner shall be responsible for all damages to the DVA, GLAHS property caused by their negligence. Any repairs, if necessary, will be at the expense of Sharing Partner.

2. General terms and conditions shall be as follows:

- A. **Relationship:** The relationship of the parties is not and shall not be construed or interpreted to be a partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship. Nothing contained herein shall be construed as an employment relationship or partnership between DVA and Sharing Partner.
- B. **Termination:** The DVA may terminate this Agreement, or any part thereof, for cause in the event of any material default in its performance under the terms of this Agreement by the Sharing Partner, or if the Sharing Partner fails to follow DVA regulations or the CO's instructions concerning the use of the Shared Property under the terms of this Agreement, or if the Sharing Partner fails to provide the DVA, upon written request, with adequate assurances of future performance, by giving at least ninety (90) days prior to written notice. In the event of termination for cause; the Sharing Partner shall be liable to the DVA for any and all rights and remedies provided by law.

1. The DVA reserves the right to unilaterally terminate this agreement immediately and without cost to the DVA if Sharing Partner has caused Government owned assets or the public to be endangered.
 2. Suspension of Performance. This Sharing Agreement can be suspended by DVA within 12 hours notice at any time, should it be necessary, in the event of a Federal emergency or other disaster affecting the operation of the Federal Government, without cost liability assessed the Government. Performance will be permitted to continue upon cancellation of the suspension following stabilization of the emergency or other disaster. Rental obligations shall be abated entirely if suspension of performance lasts more than 24 hours until such time that performance is restored.
- C. Modification: This Agreement may need to be modified during the Period of Performance. All modifications shall be in writing and, except for termination, have the written consent of both parties.
- D. Governing Law: This Contract shall be governed, construed, and enforced in accordance with Federal law.
- E. Contractor Disputes: All disputes arising under or relating to this Contract shall be resolved in accordance with this Section
1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Agreement Terms, or other relief, arising or relating to the Agreement.
 2. Any controversy or claim arising out of or relating to this Agreement on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall promptly furnish a written reply on the claim to the Sharing Partner.
 3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration at the Civilian Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.
- F. Use of the DVA, GLAHS's Name (Advertising): Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, GLAHS directly or indirectly, in any form of advertising without the written consent of the DVA, GLAHS. (Endorsements (advertising) subject to 5 C.F.R. 2635.702)

- F. **Filming Activities:** The DVA will retain all filming rights to the VA golf course for the Period of Performance of this Agreement.
- G. **Indemnification:** Sharing Partner shall hold harmless and indemnify the DVA from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Agreement. As determined under and to the extent permitted by the provisions of the Federal Tort Claims Act (28 USC Sections 2671-2680), the United States shall be liable for and hold harmless the Sharing Partner, its agents and employees from any and all claims, suits, losses, damages or expenses for injuries to any and all persons whomsoever, and all property damage, arising or growing out of or in any manner connected with activities performed under the authority of the Agreement.
- H. **Performance Reports:** Sharing Partner shall submit a performance report annually. The performance report shall both qualitatively and quantitatively address performance up-to-date as well as target areas of improvement. These reports shall be produced and submitted at no charge to the DVA. In addition, a representative from the Sharing Partner may be required to conduct a review with DVA personnel to review the performance report on an as-needed basis.
- I. **Performance Area Improvements:** No physical improvements or modifications to the Shared Property shall be performed without prior written consent of the CO.
- J. **Inspection:** The DVA reserves the right to enter upon the Shared Property for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the DVA. The DVA shall make every effort to not materially interfere with Sharing Partner's performance.
- K. **Force Majeure:** Neither the Sharing Partner nor the DVA shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the DVA and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.
- L. **Severability:** If any provision of the Agreement is rendered invalid or unenforceable by any law, rule, or regulation, or declared null and void by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- M. **Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

Department of Veterans Affairs
Greater Los Angeles Healthcare System

Ralph D. Tillman, Chief

Office of Asset Management
11301 Wilshire Blvd.
Los Angeles, CA 90073
Telephone: (310) [REDACTED]
Facsimile: (310) 268-4196

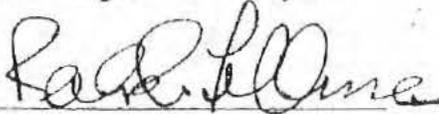
United States Veterans Initiative

Stephen Peck, President
Keith R. Ellis, Chairman

800 West 6th Street Suite 1505
Los Angeles, CA 90017
Telephone: (210) [REDACTED]
Facsimile: (213) 542-5195

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

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

By 

Ralph Tillman
Contracting Officer
Office of Asset Management

8/26/10
Date

United States Veterans Initiative, Inc

By 

Stephen Peck, MSW
USMC 1968-71
President

8-26-10
Date

By 

Keith R. Ellis
Chairman
Director of Finance & Development

8/26/10
Date

Attachment "A"

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

GLA POLICY

MAY 2004

00-10A-07B-03

MOTOR VEHICLE TRAFFIC AND PARKING POLICY

1. **PURPOSE:** To establish a policy governing parking, traffic control and regulations on the grounds of the VA Greater Los Angeles Healthcare System (hereinafter 'GLAHS' or 'GLA').
2. **POLICY:** It is the policy of the GLA to provide parking space for patients, visitors, volunteers, and employees within the criteria established by the Department of Veteran Affairs (DVA) and consistent with the mission of the GLA. Also, it is the policy to establish control and traffic regulations applicable to motor vehicles operated on GLA property. All motor vehicles operated on GLA property must comply with all posted regulations and this Policy. Motor vehicles owned and operated by VA employees on GLA grounds must be registered with the VA Police Service within 24 hours after reporting for duty. The VA is not responsible for damage, theft, etc., to automobiles parked on the grounds. To encourage carpooling as part of a national effort in energy conservation, and the most effective use of motor vehicles, GLA has provided a number of parking areas specifically designated for carpool parking. Operators of all vehicles on the grounds will drive their vehicles in such a manner as to protect all persons and property from damage.
3. **DEFINITIONS:**
 1. Proprietary jurisdiction is the term applied in those instances wherein the Federal Government has acquired some right or title in an area in a State, but has not obtained any measure of the State's authority over the area. In this instance, the State has sole criminal jurisdiction except for all violations of Federal statutes. GLA Community Based Outpatient Clinics fall under proprietary jurisdiction.
 2. Concurrent jurisdiction is the term applied in those instances wherein the Federal Government has acquired some right or title in an area in a State, and the State has reserved to itself the right to jointly exercise authority with the Federal Government. Specific circumstances of each case and local arrangements determine which entity enforces the law. West Los Angeles Healthcare Center, Los Angeles Ambulatory Care Center, and Sepulveda Ambulatory Care Center and Nursing Home fall under concurrent jurisdiction.

4. **RESPONSIBILITIES:**

A. Chief, VA Police Service:

- (1) Will develop traffic, parking control and vehicle registration system for the facility. The VA Police will issue vehicle registration decals and enforce traffic and parking regulations.
- (2) Will ensure roadways and parking areas are posted with signs clearly designating speed limits, time limits, reserved/restricted spaces, and enforcement methods in use.

B. Associate Director, Primary and Ambulatory Care Service will instruct prospective inpatients to the Nursing Home Care Unit and Inpatient Care Wards that there is no on-station long-term parking. If, at any time, a patient must leave his/her vehicle overnight on the grounds during his/her stay at the facility, or subsequent transfer to another VA facility, the patient may be advised to park the vehicle in a specific parking lot. VA Police may assist in moving the vehicle to that lot. In the event of a scheduled transfer to another DVA facility, every effort will be made to have the patient relocate the vehicle to the receiving facility or off VA property.

C. Chief, Human Resources Management (HR) will inform new employees where and how to register their vehicles(s).

D. Directors of their respective facilities, with the assistance of the Chief, VA Police Service, will ensure compliance with this policy to the extent it is applicable to that facility.

E. Department Chiefs will encourage employees to register their vehicles with the VA Police and display the decal in conformance with policy and will ensure their employees are familiar with the requirements of this policy.

F. Employees shall conform to the posted restriction signs on the grounds and to the regulations (VAR 1.218) posted in the lobbies of all main facility buildings.

G. Employee Ridesharing Committee Chairperson will maintain a list of rideshare employees and will issue car/van pool decals accordingly.

5. **PROCEDURES:**

A. **ENFORCEMENT:**

- (1) The VA Police Service is empowered to enforce State and Federal laws, and applicable DVA Regulations, CFR 1.218, concerning the operation and parking of motor vehicles on government property.

- (2) Except for parking of vehicles in designated fire lanes, emergency vehicle areas and other essential lanes, a "Courtesy Violation Notice" (if vehicle is registered with GLA) will be issued for the first and second offense within a one-year period which conforms to the AFGE Union Agreement. Unregistered vehicles are not protected by this (AFGE Union) clause, and the Police Officer's discretion will prevail. A "U.S. District Court Violation Notice" will be issued for third and subsequent offenses, with appropriate fines.
- (3) Information relevant to the issuance of courtesy citations will be forwarded to the appropriate Department for their action.
- (4) Counseling letters may be issued through Department Chiefs for their employees who violate traffic and parking regulations.
- (5) Persons failing to comply with verbal instructions given by a VA Police Officer will be subject to issuance of a "U.S. District Court Violation Notice".
- (6) Any person receiving a "Courtesy Violation Notice" or a "U.S. District Court Violation Notice" is required to comply with the instructions contained on the citation, at the time of issuance.
- (7) Specific traffic offenses committed at GLA facilities that require mandatory appearances before the U.S. Magistrate are subject to legal enforcement as prescribed by law.
- (8) Any other violation of posted parking restrictions or moving violations, in contradiction with the GLA Policy, as provided in the enabling legislation passed by the Congress of the United States and signed by the President, will result in the issuance of a "U.S. District Court Violation Notice".
- (9) All vehicles parked illegally, or for more than 24 hours on GLA grounds, are subject to removal by towing and all costs will be the responsibility of the owner or driver of the motor vehicle.
- (10) The enforcement of parking regulations will be consistent.

B. REGISTRATION:

- (1) All privately owned motor vehicles and motorcycles belonging to GLA personnel, and to persons occupying consulting positions within GLA, will be registered through the VA Police Service.

- (2) All request for cardkeys and/or decals for personnel authorized for consideration of restricted area(s) will be submitted by memorandum, through their respective Department Chief, to the Chief of Police for recommended approval or disapproval.
 - (3) All changes in vehicles or license plates require re-registration with VA Police Service.
 - (4) All GLA decals are the property of GLA. Return of decals and cardkeys is required prior to termination of employment when clearing from GLA.
 - (5) HR is responsible for providing new employees with instructions and procedures for registering their vehicle(s) and directions to the different parking locations for employees.
 - (6) Registration is accomplished by completing VA Form 10-6196, Privately Owned Motor Vehicle Registration, with VA Police during normal administrative hours.
- C. SITE SPECIFIC PARKING: Site specific parking regulations will be included in Attachment A for the West Los Angeles Healthcare Center and Attachment B for Sepulveda Ambulatory Care Center.
- D. POSTED AREAS (HANDICAP, GOVERNMENT VEHICLES AND DIALYSIS):
- (1) Unauthorized parking in posted areas is prohibited. Unauthorized employees in these areas will be subject to appropriate citations.
 - (2) Repeat violators of established parking policy may be denied the privilege of having a vehicle on the grounds or vehicles may be towed by private contractor and stored at the owner's expense.
- E. REGULATIONS:
- (1) Temporary permits shall be issued by the Chief, VA Police Service or designee, not to exceed one (1) day, to those who have extenuating circumstances and are issued on a case-by-case basis.
 - (2) Parking is permitted in designated parking lots only. Parking in roadways, fire lanes, ambulance entrances, crosswalks, yellow and red-curbed areas, grassy areas, receiving/delivery/loading areas, etc., is prohibited. Only a VA Police Officer has the authority to park a motor vehicle in these areas.
 - (3) Motor vehicles operated on GLA grounds must have a current valid state registration and license plates.

(4) Drivers operating motor vehicles or bicycles on Government property are responsible for operating in a safe manner and observing the GLA traffic regulations and the State of California "Rules of the Road" motor vehicle laws.

(5) All unattended motor vehicles and bicycles on this property must be locked.

F. ACCIDENTS:

(1) All accidents involving motor vehicles operated on GLA grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to the VA Police Service.

(2) The VA assumes no responsibility for accidents occurring on Medical Center grounds between privately owned motor vehicles; however, such accidents should be reported to the VA Police Service.

G. CARPOOL:

(1) A carpool consists of two (2) or more GLA employees who work a similar tour of duty, and ride together at least three (3) to five (5) consecutive days each week (approved leave excluded). All carpool requests must be approved by the Chief, VA Police Service or by his/her designee.

(2) Employees, once authorized to participate in the carpool program, must obtain from the VA Police Service, a special decal that must be displayed on the vehicle. Employee(s) must also possess and display on the vehicle the required GLA vehicle decal.

(3) The employees are required to complete the carpool registration forms annually. These forms may be obtained through the carpool coordinator, located at the VA Police Service office.

(4) The driver will provide a listing of all employees (two or more) who are a part of that particular carpool group, including the number of vehicles to be used to carpool.

(5) The Chief, VA Police Service or designee will determine when the parking space is no longer needed.

(6) If all the carpool participants are absent, the driver must park in the regular employee parking lot.

(7) Carpool parking at Los Angeles Ambulatory Care Center will be addressed in Attachment C.

H. HANDICAP PARKING:

- (1) Handicapped persons are defined as those so severely handicapped as to require parking in areas to afford barrier free paths to treatment facilities or the employee's work location. Employees eligible for "temporary" reserved handicap parking include:
 - (a) Those confined to wheelchairs.
 - (b) Single or double-lower limb amputees.
 - (c) Those with lower limb impairments, which require the use of assist or devices for ambulation.
 - (d) Those with medical conditions that severely restrict ambulation.
- (2) Any handicapped employee (as defined in paragraphs 1, a, b, c, and d above) who desires reserved parking privileges in a handicap area must meet all required criteria, along with a medical justification from their attending physician. They must then present themselves to the VA Police Service and, if approved, a temporary permit for thirty (30) days will be authorized. If the disability should continue past thirty (30) days, it is incumbent upon the employee to apply for a State of California Handicap placard.
- (3) Handicapped parking spaces will be allocated according to the mandates of GLAHS Headquarters and will be located closest to treatment areas and the employee's work site accordingly. Under state law, handicapped parking spaces cannot be reserved for a specific category of person, (i.e., employee). Handicapped placards must be predominately displayed within the vehicle.

I. CONTRACTORS/SUBCONTRACTORS:

- (1) It is the responsibility of all contractors and subcontractors to comply with parking regulations and direct orders from VA Police Officers in their duties of directing traffic. Failure to comply could lead to citations and the loss of parking privileges.
- (2) The contractor and subcontractor are issued a "Temporary Parking Authorization" permit from Engineering. This authorization is signed by the Chief, Police Service and expires when the job is completed.
- (3) The "Temporary Parking Authorization" permit must be mounted on the front dashboard of the contractor/subcontractor's vehicle. The expiration date is noted on the permit.

J. PARKING OF CAMPERS, TRAILERS, AND MOTOR HOMES ON GLA CONTROLLED PROPERTY:

- (1) VA Police Officers, when confronted with a request by a patient/visitor or an employee to park or sleep overnight in a trailer, camper, or motor home at GLA, will inform the requester that such parking is prohibited for safety and liability reasons, unless prior approval is received from the GLA Director or designee.
- (2) VA Police Officers will also investigate all trailers, campers, or motor homes found parking on VA grounds after hours or on weekends/holidays. If found to be occupied, inhabitants will be asked to remove their vehicle from the grounds, and should be informed of this policy.

K. TRAFFIC CONTROL:

- (1) All vehicles must be registered and operated in accordance with the State of California laws.
- (2) All vehicle operators must possess a valid state operator's license and comply with the restrictions thereon.
- (3) The speed limit on all GLA roads is 20 MPH at the West Los Angeles Healthcare Center and 15 MPH at the Sepulveda Ambulatory Care Center, unless otherwise posted, and 5 MPH in parking lots. For safety purposes, VA Police may use radar to monitor and enforce vehicle speed rules on station.
- (4) Vehicles will be operated on paved roads only. (This does not apply to Government maintenance vehicles being operated in the performance of official duties).
- (5) Vehicle operators must be continually on the alert for pedestrians, particularly patients, and be prepared to stop at any time.

6. REFERENCES:

- A. MP-1, Part 1, Chapter 37
- B. MP-1, Part 1, Chapter 34
- C. MP-1, Part 1, Chapter 43
- D. MP-1, Part 1, Chapter 2, Section B Paragraph 16

E. Key Words: Parking Enforcement; Handicap Parking; Traffic Control

7. **RESCISSION:**

Corporate Policy 00-10A-132-03, dated December 1999, VA Greater Los Angeles Healthcare System.

Attachment A1

00-10A-07B-03

WEST LOS ANGELES HEALTHCARE CENTER, SITE SPECIFIC

I. GENERAL PARKING, NORTH OF WILSHIRE, West Los Angeles Healthcare Center:

- A. The following have been designated as employee parking lots: 7, 9, 10, 16, 17, 19, 20, 21, 27, 28, 38, 48 & 49.
- B. Street parking prohibited except:
 - 1) Loading and unloading in front of Buildings 256, 257 & 210 where it is posted Government parking. This area will be open parking from 4:30 pm to 6:30 am. All other times will be for "Government Vehicle" parking only. Exception: All parking behind Buildings 300 loading dock areas will be enforced at all times.
 - 2) Vandergrift Avenue and Bonsall Avenue: Parking will be allowed between the hours of 4:30pm and 8:00am Monday through Friday, and all day Saturdays, Sundays and holidays.

2. GENERAL PARKING, SOUTH OF WILSHIRE, West Los Angeles Healthcare Center:

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

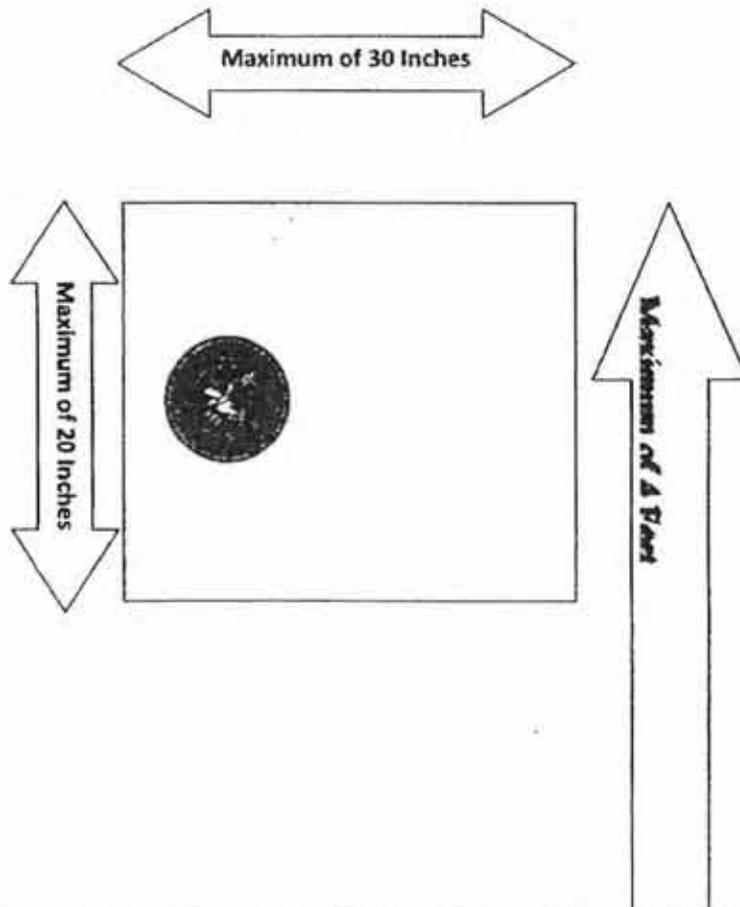
Attachment "B"

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

Sign Posting for Special Events



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

Banners shall be 60" x 204".

Attachment "C"

EQUAL OPPORTUNITY (52.222-26)

During performance of this Agreement, the Sharing Partner agrees as follows:

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

The Sharing Partner shall take affirmative action to ensure that applicants are employed, and employees are treated, without regard to their race, color, religion, sex, or national origin. This shall include, but is not limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) election for training, including apprenticeship.

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

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

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

Attachment "D"

**Development Plan for the Department of Veterans Affairs, Greater Los Angeles Healthcare System (GLAHS), West Los Angeles Golf Facility
August 19, 2010**

The purpose of this agreement is to outline the general terms and conditions for the development and operations pursuant to which United States Veterans Initiative ("U.S. VETS"), i.e., "Sharing Partner" will enter into an Enhanced Sharing Agreement ("Agreement") with the VA Greater Los Angeles Health System ("GLAHS"), i.e., "Owner" for the management and administration of the golf course located at the West Los Angeles VA campus.

I. Definitions

1. Property. "Property" refers to the golf course boundaries as established in Attachment #1, which includes the Golf Course, Short Game Facility, and Administrative Office.
2. Operating Expense. "Operating Expense" refers to all reasonable and proper expenses associated with the management and administration of the golf course located at the Property. Operating Expense(s) are in accordance with generally accepted accounting principles and include, but are not limited to, all costs, expenses, charges, operation, management, improvement, rehabilitation, replacement and repair, on-site management and related personnel and staffing expenditures of the Project, bookkeeping, accounting, administration, audit and legal expenses of the Project and related to the Project, and required reserve deposits, including operating and maintenance reserves.
3. Net Operating Proceeds. "Net Operating Proceeds" means Gross Income less Operating Expense (as defined in 2 above).
4. Project. "Project" refers to the management, improvement, and administration of the Property located at the West Los Angeles VA campus.
5. Golf Course. "Golf Course" refers to the 3-par, 9-hole golf course located on the West Los Angeles VA campus.
6. Short Game-Facility. "Short Game Facility" refers to the short-game practice facility.
7. Equipment. "Equipment" includes, but is not limited to, mowers, tractors, skid steers, attachments, aerators, blowers, sprayers, utility vehicles, rakes, and any other equipment designed for use and/or maintenance of the Property.

II. Proposed term of the Agreement

The term will commence on date of execution for five (5) years and provides the Sharing Partner an additional (5) five-year unilateral renewal option. If a renewal agreement has not been met at the end of the term, Sharing Partner will continue operation of the golf course until such agreement is reached or formal, written denial of renewal option is received. In the event of early termination for cause, Sharing Partner will be reimbursed for capital expenses and/or improvements based on a (10) ten-year amortization schedule. Capital expenses and/or improvements include, but are not limited to, intellectual property, in-kind services and donations, construction, materials, development plan costs and land surveys, expertise of personnel, and any cost associated with the improvement of the Property. Disposal of all non-usable equipment on site will be the responsibility of the Owner.

III. Transaction Structure – consideration to VA under the Agreement (see Attachment #1)

A. Transaction Structure

Sharing Partner commits to assign 50% of “Net Operating Proceeds” to Owner.

B. General Operating Responsibility

Sharing Partner shall manage all of the assets utilized in the ownership and operation of the “Property”, including without limitation all land and land improvements, clubhouses and other buildings, fixtures, personal property, equipment, inventories, and trade names .

Sharing Partner shall have rights and duty to exercise all prerogatives of the management with respect to the Property, including implementing all policies and procedures established by Sharing Partner, and performing any act necessary or desirable for the operation and management of the Property. Sharing Partner policies and procedures will be consistent with Owner policies and procedures. Golf Course usage will follow the pre-determined categories for Veteran priority play outlined in the RFP. Sharing Partner shall exercise discretionary authority over use of the Short Game Facility and Administrative Offices on the Property with approval of Contracting Officer.

Sharing Partner shall determine green fees, cart fees, concession prices, and other charges associated with the operation of the Project in conjunction with the Contracting Officer and Canteen Services.

Sharing Partner shall have responsibility for management of ongoing and/or recurring routine and special events at the Property with approval of the

Contracting Officer. Sharing Partner shall exercise naming rights associated with financial consideration of donors and sponsors with approval of the Contracting Officer. Sharing Partner shall use Owner's logo, trade name, service mark, or other marketing materials with advance approval of the Owner.

Sharing Partner shall determine all manpower requirements and compensation levels and shall employ, train, promote, discharge and supervise all managers, department heads, and ancillary support employees performing services in and about the Property. Payroll, employee benefits, and workers' compensation shall be managed by Sharing Partner. Sharing Partner will utilize Compensated Work Therapy ("CWT") in coordination with Owner's mental health services.

Sharing Partner will adhere to relevant procedures that are associated with performance tracking, training, security, marketing and sales, food and beverage, tournament purchasing, merchandising, and accounting and maintenance. To include a separate MOU between US Vets and VA Canteen Services.

C. Management Plan

1. The Site

- a. Upon execution of the Agreement, the Sharing Partner will assume control of the Property and commence Project activities.

2. Job Descriptions

- a. **General Manager:** The General Manager is responsible for the on-site operations of the Property.

The General Manager will oversee daily operations ensure a quality golf experience for our guests, in a therapeutic, revenue generating environment that meets and or exceeds clinical and financial goals. The primary responsibilities include long range planning for programs; staff supervision and development; budget and facility management and compliance with safety and quality standards. The position requires competence in business, accounting and golf course management best practices; contractor negotiations and oversight; tournament development and coordination; cash and inventory control; purchasing; food and beverage operations and prior experience overseeing course grounds, clubhouse, pro shop and equipment.

- b. **Golf Course Groundskeeper:** The Groundskeeper is charged with golf course maintenance and reports to the General Manager. The position will be responsible for golf course maintenance and landscaping, with an

emphasis on enhancing the following skills: landscape maintenance, turf grass management, introduction to landscape design, landscape construction, soils, irrigation systems, pest management and weed control, plant identification, and sustainable horticultural practices.

- c. **Assistant:** The Assistant will be responsible for general and administrative support and will report to the General Manager. The Assistant will assist the General Manager with agendas, preparation of monthly store schedule, memos, letters, or other administrative tasks as assigned. Also, the Assistant will answer incoming calls and liaise with Owner's personnel and Sharing Partner's Vice President, as needed.

3. Training

Staff will receive comprehensive on-site training. In addition, the General Manager and Sharing Partner employment readiness staff will work in coordination with Owner to provide therapeutic patient rehabilitation for Compensated Work Therapy (CWT) workers. The project will provide structured Job Readiness Training to CWT workers in golf course maintenance to include "soft" and "hard" job skill assistance. The project will work with clients from pre-enrollment assessment through follow/up and retention to ensure successful employment reintegration.

D. Plan for Maintaining Adequate Accounting Records

1. **Project Accounting:** Sharing Partner uses an accrual fund accounting system called SAGE MIP. All systems fully comply with Generally Accepted Accounting Principles and the organization is annually audited by an outside accounting firm including an A-133 single audit as required by Office of Management and Budget (OMB) regulations.

Sharing Partner shall maintain all accounting records on a computer system at the project location. Records of the collection and all financial transactions will be transmitted to the corporate office and input into the computer system where a general ledger, cash receipts, and disbursement records will be maintained.

All regulatory reporting documents will be completed in conjunction with the Owner and will be based upon the requirements of the regulatory agencies. At a minimum, the Owner shall receive quarterly reports containing the following:

- a. Cash status reports including cash receipts, disbursements, and receivables.

- b. List of accounts payable.
- c. Comparisons of actual versus budgeted operating costs as well as comparisons of the operating costs in the previous year.

Cost Control. Sharing Partner has established a series of mechanisms for cost control, purchases, and procurement of contract services consistent with Generally Accepted Accounting Principles.

2. The Sharing Partner shall maintain the following separate accounts:

- a. General Operating Account: The Sharing Partner will maintain an Operating Account for golf course fees and concession sales.
- b. Operating Reserve Account: The Sharing Partner will maintain an operating reserve account.
- c. Replacement Reserves Account: Replacement Reserves Account will be funded through regular contributions from the Operating Budget.
- d. Maintenance Account: Sharing Partner shall maintain a separate account to cover non-routine repairs.

E. Maintenance and Security

- 1. Preventative Maintenance Schedule: A preventative maintenance schedule will be prepared and updated and notations will be made for areas requiring special attention. Work generated as a result of inspections shall be carried out pursuant to Owner's policies.

Sharing partner assumes ownership of all existing equipment on the property at the time of Project commencement. All equipment will be maintained based upon the individual equipment guidelines. There will be annual inspections of all equipment and grounds to determine maintenance needs. Weekly and monthly inspections of the grounds will be conducted.

F. Landscape Plans

Sharing Partner will complete a major improvement project that will include: new green tees, short game facility, clubhouse structure, resurfaced parking lot, and fencing. Preliminary Site Plan and budget are attached (Attachment #1). Funds for these improvements will be raised through donations to Sharing Partner and earmarked for the Project.

1. Course Improvements: The rehabilitation of the golf course will include ADA (Americans with Disabilities Act)-compliant capital improvements and modifications.
2. Parking: Sharing Partner will provide adequate parking to accommodate clients and visitors. Overflow of special event parking will be provided by Owner by mutual agreement.
3. Utilities: Owner will be responsible for providing all utilities.

G. Preliminary site layout (see Attachment #1)

H. Financing plan, including sources of funds and *pro forma* (see Attachment #2)

I. Development budgets

J. Drawing , site plans, and floor plans

K. Renovation plans and timelines

A new building will be on the Property within the first phase of operations. Construction and renovation to the Property will take place in two (2) phases. Phase I will involve the construction of the Short Game Facility and Administrative Office and will begin in 2010. Phase II will involve the construction and renovation of the Golf Course in 2011. These timelines are preliminary and may be adjusted during the final master planning period with input from Owner.

L. Community awareness strategies and a Community Relations Plan

1. Community Relations Plan (CRP) Overview

This community relations plan (CRP) identifies issues of concern regarding the improvement/development of the golf course at the West LA VA. In conjunction with the Office of External Affairs, Sharing Partner will develop a community outreach implementation plan.

This plan is part of an outreach program to the community in order to allow open communication venues among all interested individuals. It assists in identifying the West Los Angeles stakeholders and describes the community outreach efforts that will be implemented throughout the improvement and development of the Property.

2. Project Summary

U.S. VETS will collaborate with Synergy Golf Partners, LLC to oversee the management and administration of the golf course at the West Los Angeles

VA campus. U.S. VETS will also work together with University of California, Los Angeles (UCLA) to develop community initiatives associated with the Project. The project will bring together the experience and resource network of a nationally recognized non-profit in the field of service delivery to veterans, a dynamic company with expertise in golf course development and management, and a top-tier public university committed to civic and community engagement.

For this project, U.S. VETS will leverage \$1.3 million dollars in Department of Labor (DOL) and Los Angeles Homeless Services Authority (LAHSA) employment assistance grant funding to assist Compensated Work Therapy (CWT) workers return to competitive employment.

UCLA will help coordinate civic and community initiatives that are in line with the GLAHS mission statement. The goal will be to introduce golf, not only as a sport, but also the no-playing aspects of the game. Industry leaders will give seminars on the different areas of golf including, but not limited to, golf course and landscape design, golf course operations, golf course maintenance, golf club making and repair, and golf technology. UCLA will periodically provide golf clinics demonstrating all of the important parts of playing the game. Importantly, many of the PGA Tour players whom are UCLA alumni will participate in clinics and demonstrations.

The project will hire four (4) part-time CWT workers, who will work 20 hours per week, and one (1) full-time foreman / manager; priority will be given to current long-time CWT workers from the West Los Angeles VA golf course. Part-time CWT workers will participate in the project for six (6) months each. As a result, 8 CWT workers will be trained each year. CWT workers will be enrolled in U.S. VETS' Job Readiness Training and be afforded the opportunity to receive golf course maintenance training, community transitional work experience, and supplemental "Green Workforce Training" for qualified clients.

Golf course usage will follow the VA pre-determined categories for Veteran priority play. Clinically supervised patient therapy groups will receive top priority of use. Veteran patients with doctor's note for rehabilitation receive second priority. Veterans at-large receive third priority for golf course use. Golf course use by public at large is subject to space availability. A membership system will be established to ensure the health, safety, welfare, and enjoyment of the Golf Course. A master calendar of activities and events will be posted in advance, notifying users of Golf Course programming.

The project will make extensive ADA (Americans with Disabilities Act)-compliant capital improvements to the golf course.

Key project personnel:

Tom Frost, President, Synergy Golf Course Management, LLC; Board member, California Golf Course Owners Association (CGCOA)

Steve Peck, President, U.S. VETS

Keith Ellis, Chairman, U.S. VETS

3. Community Profile

a. Demographics – In 2008, the U.S. Census Bureau estimated the population of Los Angeles at 9,862, 049. Ethnicity estimates were: Latino, 47%, white, 29%, black, 9%, Asian, 13%, other, 1%. The population of West Los Angeles (the area surrounding GLAHS) at 570,535.

4. Community Relations Activities

- a. Project status briefings for community and concerned citizens – To periodically inform the general community of significant project developments and findings; to respond to inquiries accordingly and incorporate local concerns into the decision-making process as appropriate.
- b. Project mailing list – To provide the means through which press releases, project status reports, and other significant communications can be distributed to concerned groups or individuals.
- c. Media interaction - Media inquiries, releases, and answers to public inquiries are coordinated through the U.S. VETS. The media also has access to documents and general information through the informational repositories.
- d. Public meetings - U.S. VETS, Synergy Golf, and/or project consultants will have meetings to provide the community with an opportunity to ask questions to project managers and/or technical experts and receive immediate responses pertaining to site activities.
- e. Information repository - Information related to the site will be available at U.S. VETS headquarters in Los Angeles, CA. The repository will contain a copy of this CRP and other related project documents.
- f. Advisory Council – U.S. VETS will establish an Advisory Council composed of various community members and stakeholders to provide project input and feedback.
- g. User Satisfaction – U.S. VETS will post a master calendar of Golf Course programming to promote community awareness. U.S. VETS will solicit

client and customer opinions via satisfaction surveys and a suggestion box to ensure client and customer satisfaction.

M. Development and construction management

Site development and construction management will be determined at a later date.

N. Marketing and leasing plans, including plans to ensure uses are compatible with GLAHS's mission

I. Overview

The goal of the Operating Plan is to position the WLA-VA as one of the leading facilities in the nation for Veteran therapy, rehabilitation, job training and education. By working with the existing programming providing by the VA and US Vets we believe the site can become a model location for these services. Additionally, through our partnership with the UCLA golf program will be able to provide further training and job opportunities to the Veterans.

A secondary priority will be to provide a recreational resource for Veteran in the community and thirdly golf to the general public. The plan focuses on Pricing/Positioning, League Sales, and Loyalty Programming. Special Events, Press Releases, Internet, Direct Mail, and the Print Media will be the key distribution channels used to communicate the overall image of the course. It is important to note that this is to be a living document that can be adjusted to fit changing market conditions.

Special Events will be utilized to help establish relationships local businesses to establish market position and create awareness. These events will aid with community outreach for the programming taking place at WLA-VA. Press Releases will be distributed to communicate timely newsworthy data about the course. These releases will target specific trades and other media outlets

The web sites must communicate to new and existing guest about golf and the existing Veterans programming. The site will be able to collect names and addresses of interested potential guest so we can communicate with them on an as needed basis. The web site will also be used to facilitate hiring of Veterans. The Pont of Sales (POS) system will be designed to allow us the collect data from guest to track year-to-year playing habits.

All of these proposed programs will be monitored for effectiveness and the plan will be adjusted to ensure that it achieves the necessary goals for success.

2. Pricing and Positioning

Simply stated, our pricing philosophy should be to continue to focus on offering below market rates for Veterans and Outpatients while maintaining market rates for the general public. Free play will continue for IP and Therapy uses. To promote the property will have Local Days / "Open House" to introduce the local community to what we're doing.

Sample Pricing

	Before Renovation		After Renovation	
	Weekday	Weekend	Weekday	Weekend
General Public	\$13	\$13	\$14	\$15
Veterans	\$8	\$8	\$10	\$12
Twilight	\$7	\$7	\$9	\$11
Children	\$5	\$5	\$5	\$5
Outpatients	\$3	\$3	\$3	\$5

3. Golf Leagues

Golf Leagues will be integral part of the success driving dollars to the course to help support programming. We concentrate Direct Sales, Package Development, Lead Generation, and Retention in order to achieve a successful league sales effort. Below are some initial action items for these strategies. This sales resource can be a CWT spot.

Direct Sales

<i>Action Item</i>	<i>Who</i>	<i>Complete By</i>
Assign sales resource to property that can be utilized for additional roles at the facility as needed.	Frost/GM/	
Contact Local VFW and Veterans organizations to form leagues or attract existing league business	Sales	
Contact local businesses	Sales	
Place image ads promoting course and availability for leagues	Sales	

Package Development

<i>Action Item</i>	<i>Who</i>	<i>Complete By</i>
1. Develop League packages	Sales	
3. Integrate with Web Site.	Frost/GM	

Retention (Rebooking)

<i>Item</i>	<i>Who</i>	<i>Complete By</i>
1. Call each group after the event: Conduct Guest survey and re-book for 2011	Sales	

4. Loyalty Program

To build a base of loyal local guests by marketing unique products. This base of guests will enable us to command build a loyal base of customers to support the course. Communication to these guests will be mainly through the e-mail. By building loyalty we can try and attract more rounds from each golfer. At the same time you can advertise to these guests only limiting the amount of discounting that you have to do in the local papers.

Product Development

<i>Action Item</i>	<i>Who</i>	<i>Complete By</i>
1. Review first draft of product	Frost, GM	
2. Finalize product produce materials	Frost, GM	
3. Utilize E-mail local play advertising.	Sales	
4. Establish Menes and women's golf clubs	GM	

O. Development and contracting schedules

P. Management and maintenance (e.g., a funded maintenance account to cover non-routine repairs)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. #1	3. EFFECTIVE DATE 11/09/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
Chief, External Affairs VHAGLAS 11301 Wilshire Blvd. LA, CA 90073					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code) Awarded Non-Profit				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (See Item 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. V691S-XXXX	
				10B. DATED (See Item 11) 11/09/2009	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 38 USC 8153 Enhanced Sharing of Health care Services and FAR clause 52.212-4				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)					
1) Sect. 13E continued: Contractor's signed copy to be returned with submitted proposal. 2) The Greater Los Angeles Health Care System hereby alters all references to a 50% share of gross proceeds in the current West Los Angeles Golf Course Request For Proposal dated October 2, 2009 to read: "Proceeds generated by the non-profit through this agreement will reimburse the CWT program for the labor provided. After expenses, the net proceeds will be split fifty percent (50%) with the GLAHS." 3) CWT work-assignments will consist of twenty (20) hours per week, 4) See attached list for greens-maintenance equipment available for use by the non-profit.					
<i>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</i>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)			_____ (Signature of Contracting Officer)		

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) **Item 1 (Contract ID Code).** Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) **Item 3 (Effective date).**
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) **Item 6 (Issued By).** Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) **Item 8 (Name and Address of Contractor).** For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) **Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated).** Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) **Item 12 (Accounting and Appropriation Date).** When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1) Accounting classification _____
 Net increase \$ _____

(2) Accounting classification _____
 Net increase \$ _____

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) **Item 13.** Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) **Item 14 (Description of Amendment/Modification).**
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
 - (i) Total contract price increased by \$ _____
 - (ii) Total contract price decreased by \$ _____
 - (iii) Total contract price unchanged.
 - (3) State reason for modification.
 - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
 - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
 - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) **Item 16B.** The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

II.I.
VETERANS PARK
CONSERVANCY

II.I.1.
PROPOSAL DOCUMENTS

CONCEPT PAPER TO SHARE SPACE
VA Greater Los Angeles Healthcare System
Veterans Park Conservancy Enhanced Resources Sharing Agreement
Facility: 691- VISN 22

June 14, 2006

1. - **The resource to be sold/shared**

The resource to be shared surrounds a 16 acre parcel of land at the intersection of San Vicente and Wilshire Boulevards on the West LA campus of the VA Greater Los Angeles Healthcare Center, 11301 Wilshire Boulevard, Los Angeles, CA 90073. The space will be used as a veterans memorial park. Currently, Veterans Park Conservancy (VPC) has an MOU for this partnership (attached). We are seeking to convert this MOU to an Enhanced Sharing Agreement to afford VPC the long term contractual site control to enable their fundraising efforts to be successful.

2. - **Name of the sharing partner**

The name of the sharing partner is the Veterans Park Conservancy, a California non-profit corporation.

3. - **Term of the agreement**

The term of the agreement is a 20 years Enhanced Sharing Agreement.

4. - **Costing methodology or basis of rate reimbursement**

This resource will be used by the Sharing Partner as a historic National Veterans Park and recreational space for veterans and local residents. GLAHS will receive various enhancements and improvements to the VA Medical Center, West Los Angeles.

5. - **The Current market rate in the private sector for comparable space**

Not available

6. - **Net usable acreage being shared**

Sixteen Acres

7. - **Will the proposal cover all operating costs?**

The VA is not expected to incur any operating expenses and, all future capital improvements made to the above-mentioned area will be at the sole expense of the Sharing Partner (Veterans Park Conservancy) and deeded to the VA as a gift. VA has authority pursuant to 38 U.S.C. Sections 2407 and 8104(e) to accept gifts and donations for the enhancement of the VA West Los Angeles Medical Center.

8. - **Are we charging market rate for the space?**

No. We will be receiving an estimated \$5 million in land improvements. In addition, we will maintain control for VA use of the property.

CONCEPT PAPER TO SHARE SPACE
VA Greater Los Angeles Healthcare System
Veterans Park Conservancy Enhanced Resources Sharing Agreement
Facility: 691- VISN 22

9. - **What are the annual operating costs (utilities and maintenance) for this space?**

None. We anticipate the maintenance and operational costs will be borne via an endowment either through VPC or another non-profit entity.

10. - **What are the total net revenues for each year of and for the life of the proposal?**

None. Capital improvements will be given to GLAHS in a form of a gift by the Sharing Partner. The value of the total gift is expected to exceed \$5 million dollars.

11. - **What inflation factor is built into the charge for the space?**

There is no inflation factor built into the charge for the space because the Sharing Partner will cover all improvement expenses.

12. - **Specify and quantify what dollar and/or other VA outlays (e.g., construction/renovation, utilities, telephones, etc.) are involved in this proposal?**

There are no VA outlays involved in this proposal. If the Sharing Partner wishes to make any modifications to the Veterans Memorial Park, it must consult with GLAHS CEO for approval.

13. - **What is the CARES potential or long-term plan for this space?**

The long term plan for this space is to have a Veterans Memorial Park. The current MOU has been acknowledged by the CARES study.

14. - **How will current, or potential future, veterans benefit from this proposed agreement?**

Veterans will benefit from this proposed agreement because it will provide a place for veterans and their families to come together for military reenactments, community celebrations or simply a quiet place for meditation. In addition, the Sharing Partner will maintain the quality of the park for the enjoyment of members of the community, including veterans who wish to make use of it.

15. - How will security of the space and personnel be handled?

Since this land is within the gated campus of the West Los Angeles VA Medical Center grounds, the responsibility for police and security rests with the GLAHS VA police and security service. This particular area is already patrolled by the VA police on a regular basis.

16. - Will this agreement require the partner to comply with all applicable VHA & VA codes, including handicapped accessibility?

Yes

RALPH TILLMAN
Director of Asset Management
(310) [REDACTED]

II.I.2.
AGENCY REVIEW DOCUMENTS

Geffner, Patricia

From: Tillman, Ralph D
Sent: Wednesday, June 28, 2006 7:52 AM
To: Adams, Joan (VHACO)
Cc: Dorman, Charles M.; Fallen, Barbara; Grabelle, Paul
Subject: Request for Concept Approval
Attachments: VPC-.pdf; Veterans Park Concept Paper-.doc

Attached for your consideration is a concept paper for an Enhanced Sharing Agreement with Veterans Park Conservancy (VPC). Currently, VPC has an MOU signed by previous Secretary Principi authorizing them to make improvements in the form of a Veterans Memorial Park in the form of gifts to the VA. VPC is having difficulty raising the funds necessary to make the improvements due to the nature of the MOU. Specifically, it does not provide long term contractual site control and without that commitment, donors are unwilling to make substantial donations.

We understand that an Enhanced Use Lease is not a possibility because we would not meet the sole source justification standards set out by OAEM.

Ralph Tillman
Director of Asset Management
VA Greater Los Angeles Healthcare System
310- [REDACTED]

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS
AND
VETERANS PARK, A NON-PROFIT CORPORATION

I. PURPOSE

This Memorandum of Understanding will establish the framework for the donation by VETERANS PARK to the Department of Veterans Affairs ("VA"), of various enhancements to beautify and improve portions of the campus of the West Los Angeles Medical Center and the VA Los Angeles National Cemetery.

II. BACKGROUND

A. VETERANS PARK has evidenced an intention to raise money, solely under its auspices, which it will offer to VA in the form of various enhancements to the VA Medical Center, West Los Angeles, and the VA Los Angeles National Cemetery. The initial phase of the implementation of this Memorandum of Understanding will be directed to the enhancements to the VA Los Angeles National Cemetery.

B. VA has authority pursuant to 38 U.S.C. §§ 2407 and 8104(e) to accept gifts and donations for the enhancement of the VA West Los Angeles Medical Center and VA Los Angeles National Cemetery.

C. VA applauds the efforts of VETERANS PARK to enhance the campus of the VA West Los Angeles Medical Center and the VA Los Angeles National Cemetery. VETERANS PARK and those raising funds on its behalf shall have the right to distribute this Memorandum of Understanding or portions of it, but because of restrictions imposed by Federal law, under no circumstances will any statement be made, either oral or written, that the fundraising efforts of VETERANS PARK are supported or endorsed by VA. Further, other than referencing this Memorandum of Understanding or any subsequent written approvals of VA, VA specifically prohibits VETERANS PARK or those raising funds on its behalf from using VA's name, or the name of any employee or official of VA, in any manner which would indicate that VA is a sponsor of, or participant in, the fund-raising efforts of VETERANS PARK.

D. To facilitate VA's review of the terms and conditions of the Offer of Donation, VETERANS PARK will submit to VA a detailed description of the enhancements in the form of concept and working drawings or other submittals which will specifically identify the location and type of enhancements. The enhancements will be strictly limited to those projects identified below, and will not include any other project(s) as identified in the Veterans Parkway conceptual design plan of March 1996 offered by VETERANS PARK.

III. OFFER OF DONATION

A. The enhancements will be limited as follows:

1. appropriate plantings and landscaping at the western edge of the Medical Center bordering San Vicente Boulevard;
2. appropriate plantings and landscaping to line Wilshire Boulevard and the Veterans Parkway; and
3. appropriate fencing and landscaping for the Los Angeles National Cemetery and the burial of overhead utility lines at the Los Angeles National Cemetery.

B. The Offer of Donation will be submitted by an authorized official of VETERANS PARK, who will represent VETERANS PARK in all discussions with VA and have authority to commit VETERANS PARK and its donors to any final agreement reached with VA. The Offer of Donation must include a statement that sufficient funding is or will be available in an amount sufficient to cover the total cost of the enhancement project(s) identified in this Paragraph III.

C. VA will review the Offer, the concept and working drawings and any other submittals, and provide comments or suggest revisions to VETERANS PARK within 20 working days of receipt.

D. VA solely will determine whether acceptance of the Offer of Donation or any portion thereof, including concept and working drawings, is in the VA's best interest.

E. Prior to the commencement of any project(s), as identified in this Paragraph III, VETERANS PARK will obtain a Performance Bond in the penal amount of 100 percent of the contract price agreed upon between VETERANS PARK and its contractor, which bond will remain in effect for the duration of the project(s). VETERANS PARK will furnish the Performance Bond to the Under Secretary for Health, on behalf of VA, before VA will authorize VETERANS PARK to commence work on the West Los Angeles Medical Center or Los Angeles National Cemetery project(s).

F. Prior to the commencement of any project(s), as identified in this Paragraph III, VETERANS PARK will provide the Under Secretary for Health, on behalf of VA, with a statement that the contractor(s) selected to perform the project(s) at the West Los Angeles Medical Center and the Los Angeles National Cemetery is licensed, bonded and insured in amounts acceptable to VA.

G. Prior to the commencement of any project(s), as identified in this Paragraph III, VETERANS PARK will provide the Under Secretary for Health, on behalf of VA, with a statement that all necessary licenses, permits and approvals have been obtained from the various Federal, state and local authorities, as applicable.

H. The Under Secretary for Health, or the Director, Los Angeles National Cemetery, as applicable, and VETERANS PARK will determine when work on the project(s) will commence to ensure minimal adverse impact on the Medical Center and the National Cemetery. VA will issue a Revocable License to VETERANS PARK, which will constitute permission to enter VA property and to commence work on the project(s). The Revocable License will remain in effect for the duration of the enhancement project(s).

I. The Under Secretary for Health, or designee, or the Director, VA Los Angeles National Cemetery, as applicable, periodically will inspect the work being performed on the project(s), as identified in this Paragraph III, to ensure it is proceeding in a timely manner. Once work has been completed, the Under Secretary for Health, or designee, or the National Cemetery Director, as applicable, will inspect the work to determine if the project(s) is in full compliance with the plans and specifications previously approved by VA. The Under Secretary for Health, or designee, or the National Cemetery Director, as applicable, will be the sole judge whether the project(s) is in full compliance with the approved plans and specifications. If the Under Secretary for Health, or designee, or the National Cemetery Director, as applicable, determines there are deficiencies of any kind in the work performed by VETERANS PARK, the Under Secretary for Health, or designee, or the National Cemetery Director, as applicable, will advise VETERANS PARK in writing of the deficiencies, which deficiencies must be remedied by VETERANS PARK within 20 calendar days of receipt of written notice.

J. After any and all identified deficiencies have been corrected by VETERANS PARK, the Under Secretary for Health, or designee, or the Director, VA Los Angeles National Cemetery, as applicable, will reinspect the project(s), and if completed to their satisfaction, the project(s) formally will be accepted. Once a project(s) has been accepted, any and all enhancements to the VA West Los Angeles Medical Center or VA Los Angeles National Cemetery will become the property of the VA, which will have sole responsibility for the control and disposition of the enhancements.

K. With the exception of special enhancements not typically placed on VA National Cemeteries (fountains, etc.), VA will be responsible for maintenance of all improvements to the VA Los Angeles National Cemetery undertaken by VETERANS PARK pursuant to this Memorandum of Understanding. For such special enhancements, VETERANS PARK agrees to fund an endowment sufficient to generate income required for annual maintenance of such improvements. The parties will contribute their best efforts to agree on the amount of the endowment and the income required for maintenance, and VETERANS PARK reserves the right to eliminate such special enhancements in the event the parties cannot agree on the funding required.

IV. EFFECTIVE DATE, TOTALITY OF AGREEMENT, AMENDMENT, TERMINATION

A. This Memorandum of Agreement becomes effective on the date of the later signature.

B. This Memorandum of Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of the Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among VETERANS PARK and VA. No agreement, understanding, representation, inducement, promise, warranty or condition of any kind with respect to the subject matter of this Agreement shall be relied upon unless expressly incorporated herein.

C. This Memorandum of Agreement shall be binding on, and inure to the benefit of the successors, assigns, and heirs of VETERANS PARK and VA. Nothing in the Agreement, express or implied, is intended to confer upon any person or entity other than VETERANS PARK or VA or their respective successors and assigns, any rights or benefits under or by reason of this Agreement, except as provided herein.

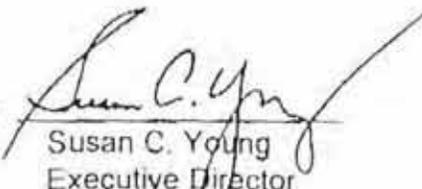
D. This Memorandum of Agreement will remain in effect unless amended, modified or superseded. Additions, deletions or changes shall be made in writing and signed by the signatories or their designated representatives.

IN WITNESS WHEREOF, VETERANS PARK and VA have executed this Agreement this 22 day of December 1997.

DEPARTMENT OF VETERANS
AFFAIRS

VETERANS PARK

By: 
Hershel W. Gober
Acting Secretary
Department of Veterans Affairs

By: 
Susan C. Young
Executive Director
Veterans Park



DEPARTMENT OF VETERANS AFFAIRS
WASHINGTON DC 20420

FILE COPY

December 17, 1997

Susan C. Young
Executive Director
VETERANS PARK
11520 San Vicente Boulevard
Suite 103
Los Angeles, CA 90049

Dear Ms. Young:

Thank you for your suggestions regarding the Memorandum of Understanding between the Department of Veterans Affairs and VETERANS PARK. VA's Office of General Counsel has carefully reviewed your recommendations, many of which have been incorporated into this final version of the MOU. I hope you find it acceptable.

VA looks forward to improving the national cemetery and the medical complex. Your generous offer of funding for particular enhancements is a rare and pleasant gesture. My commitment to you is that in exchange for your financial support, we will continue to provide an open dialogue with your organization, apprising you of our plans and progress.

If my office can be of further assistance, I hope you will call.

Sincerely,

A handwritten signature in black ink, appearing to read "Hershel W. Gober".

Hershel W. Gober
Acting Secretary

HWG/dcw

MEMORANDUM OF UNDERSTANDING VAGLAHS
RPO
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS
AND
VETERANS PARK, A CALIFORNIA NON-PROFIT CORPORATION

I PURPOSE.

This Memorandum of Understanding will establish the framework for the donation by VETERANS PARK, a California non-profit corporation (VETERANS PARK) to the UNITED STATES DEPARTMENT OF VETERANS AFFAIRS (VA), of various enhancements to portions of the campus of the West Los Angeles Medical Center. This Memorandum of Understanding in no way amends, modifies or supersedes the Memorandum of Understanding dated December 22, 1997 between VA and VETERANS PARK.

II BACKGROUND.

A. VETERANS PARK has expressed an intention to raise money, solely under its auspices, which it will offer to VA in the form of various enhancements to the VA Medical Center, West Los Angeles as more specifically set forth in Paragraph III below.

B. VA has authority pursuant to 38 U.S.C. Sections 2407 and 8104(e) to accept gifts and donations for the enhancement of the VA West Los Angeles Medical Center.

C. VA applauds the efforts of VETERANS PARK to enhance the campus of the VA West Los Angeles Medical Center. VETERANS PARK and those raising funds on its behalf shall have the right to distribute this Memorandum of Understanding or portions of it, but because of restrictions imposed by Federal law, under no circumstances will any statement be made, either oral or written, that the fundraising efforts of VETERANS PARK are supported or endorsed by VA. Further, other than referencing this Memorandum of Understanding or any subsequent written approvals of VA, VA specifically prohibits VETERANS PARK or those raising funds on its behalf from using VA's name, or the name of any employee or official of VA, in any manner which would indicate that VA is a sponsor of, or participant in, the fund raising efforts of VETERANS PARK.

D. To facilitate VA's review of the terms and conditions of the Offer of Donation to be submitted in accordance with this Memorandum of Understanding, VETERANS PARK will submit to VA a detailed description of the enhancements in the form of concept and working drawings or other submittals which will specifically identify the location and type of enhancements. The enhancements will be strictly limited to those projects identified below, and will not include any other projects as identified in the Veterans Parkway conceptual design plan of March 1996 offered by VETERANS PARK.

III OFFER OF DONATION.

A. The enhancements will be limited as follows:

1. Restoration of the Wadsworth Theatre;
2. Appropriate plantings and landscaping within the existing park and open space located at the corner of Wilshire Boulevard and San Vicente Boulevard. (See attachment 1, Schedule and Scope of enhancements)

B. The Offer of Donation will be submitted by an authorized official of VETERANS PARK who will represent VETERANS PARK in all discussions with VA and have authority to commit VETERANS PARK and its donors to any final agreement reached with VA. The Offer of Donation must include a statement that sufficient funding is or will be available in an amount sufficient to cover the total cost of the enhancement projects identified in this Paragraph III.

C. VA will review the Offer, the concept and working drawings, and any other submittals, and will provide comments or suggested revisions to VETERANS PARK within 20 working days of receipt.

D. VA solely will determine whether acceptance of the Offer of Donation or any portion thereof, including concept and working drawings, is in the VA's best interest.

E. Prior to the commencement of any project, as identified in this Paragraph III, VETERANS PARK will obtain a Performance Bond in the penal amount of 100 percent of the contract price agreed upon between VETERANS PARK and its contractors, which bond will remain in effect for the duration of the project. VETERANS PARK will furnish the Performance Bond to the Chief Executive Officer of the Greater Los Angeles Health Care System, on behalf of VA, before VA will authorize VETERANS PARK to commence work on the West Los Angeles Medical Center projects.

F. Prior to the commencement of any project, as identified in this Paragraph III, VETERANS PARK will provide the Chief Executive Officer, on behalf of VA, with a statement that the contractors selected to perform the project at the West Los Angeles Medical Center are licensed, bonded and insured in amounts acceptable to VA.

G. Prior to the commencement of any project, as identified in this Paragraph III, VETERANS PARK will provide the Chief Executive Officer, on behalf of VA, with a statement that all necessary licenses, permits and approvals have been obtained from the various Federal, state and local authorities, as applicable.

H. The Chief Executive Officer, on behalf of VA, and VETERANS PARK will determine when work on the projects will commence to ensure minimal adverse impact

on the medical Center. VA will issue a Revocable License to VETERANS PARK, which will constitute permission to enter VA property and to commence work on the projects. The Revocable License or task order will remain in effect for the duration of the enhancement projects.

I. The Chief Executive Officer, or designee, on behalf of VA, periodically will inspect the work being performed on the project, as identified in this Paragraph III, to ensure it is proceeding in a timely manner. Once work has been completed, the Chief Executive Officer, or designee, will be the sole judge whether the project is in full compliance with the approved plans and specifications. If the Chief Executive Officer, or designee, determines there are deficiencies of any kind in the work performed by VETERANS PARK, the Chief Executive Officer, or designee, will advise VETERANS PARK in writing of the deficiencies, which deficiencies must be remedied by VETERANS PARK within 20 calendar days of receipt of written notice.

J. After any and all identified deficiencies have been corrected by VETERANS PARK, the Chief Executive Officer, or designee, will reinspect the project, and if completed to their satisfaction, the project formally will be accepted. Once a project has been accepted, any and all enhancements to the VA West Los Angeles Medical Center will become the property of the VA, which will have sole responsibility for the control and disposition of the enhancements.

K. VA will be responsible for maintenance of all improvements undertaken by VETERANS PARK pursuant to this Memorandum of Understanding.

IV EFFECTIVE DATE, TOTALITY OF AGREEMENT, AMENDMENT, TERMINATION.

A. This Memorandum of Understanding becomes effective on the date of the later signature.

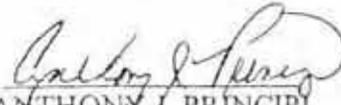
B. This Memorandum of Understanding represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of the Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among VETERANS PARK and VA. No agreement, understanding, representation, inducement, promise, warranty or condition of any kind with respect to the subject matter of this Agreement shall be relied upon unless expressly incorporated herein.

C. This Memorandum of Understanding shall be binding on, and inure to the benefit of the successors, assigns, and heirs of VETERANS PARK and VA. Nothing in the Agreement, express or implied, is intended to confer upon any person or entity other than VETERANS PARK or VA or their respective successors and assigns, any rights or benefits under or by reason of this Agreement, except as provided herein.

D. This Memorandum of Understanding will remain in effect unless amended, modified or superseded. Additions, deletions or changes shall be made in writing and signed by the signatories or their designated representatives.

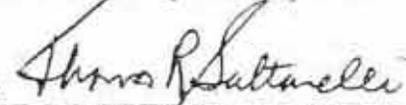
IN WITNESS WHEREOF, VETERANS PARK and VA have executed this Agreement on the date signed below.

DEPARTMENT OF
VETERANS AFFAIRS

By: 
ANTHONY J. PRINCIPI
Secretary

Date: July 27, 2001

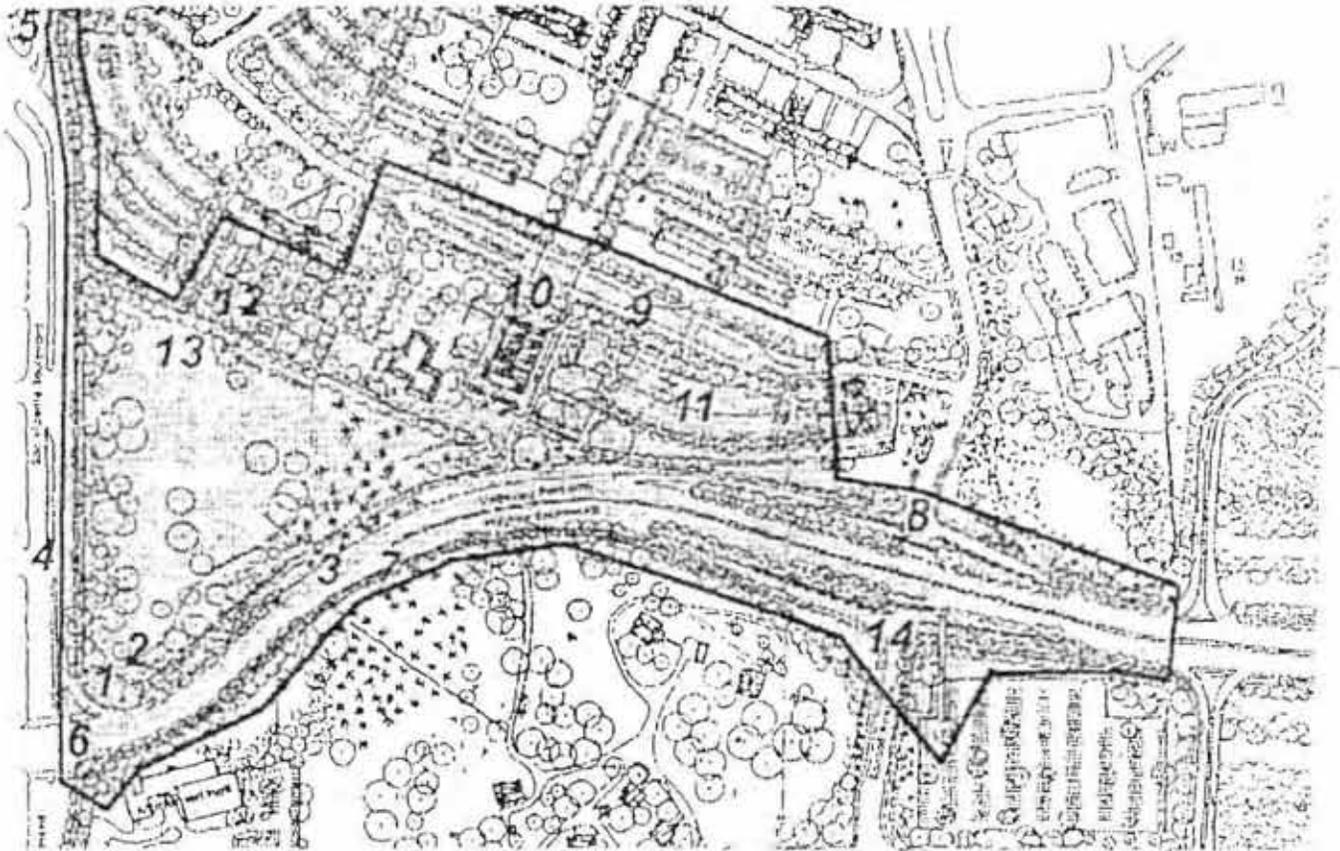
VETERANS PARK,
a California non-profit corporation

By: 
THOMAS J. SALTARELLI
President, Board of Directors

Date: June 21, 2001

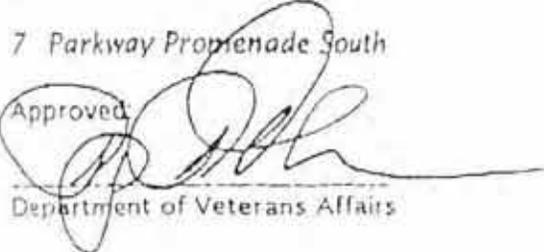
Memorandum of Understanding July 14, 2000

Schedule depicting Scope of Paragraph III A 1 and A2.



The outlined and shaded area represents the boundary within which the following elements of construction may occur:

- | | |
|----------------------------|---|
| 1 Memorial Gateway | 8 Bonsall Avenue Entry North |
| 2 Fountain | 9 Eisenhower Avenue Restoration |
| 3 Parkway Promenade North | 10 Wadsworth Theater Plaza <i>and Plaza</i> |
| 4 San Vicente Walk | 11 Parking Improvements |
| 5 Eisenhower Drive Entry | 12 Rose Garden Restoration |
| 6 South East Parkway Entry | 13 Memorial Walk and Pergola |
| 7 Parkway Promenade South | 14 Bonsall Avenue Entry South |

Approved: 
Department of Veterans Affairs


Veterans Park

Geffner, Patricia

From: Adams, Joan (VHACO)
Sent: Tuesday, July 11, 2006 12:23 PM
To: Tillman, Ralph D; Grabelle, Paul
Cc: Anderson, Phillipa; Latvanas, Barbara; Dorman, Charles M.; Gallin, Dean
Subject: RE: Veterans Park IN West LA

Congratulations,

You are conditionally authorized to proceed so long as you comply with the following:

The MOU must be followed and made part of the agreement. The neighborhood associations must approve and the VSOs must approve. The agreement must clearly state it is a use of space agreement and not a lease. The regional attorney helping to draft the agreement will have access to boilerplate language.

Joan Adams
VHA's CAMPS Office (10NR)
202- [REDACTED]

From: Tillman, Ralph D
Sent: Thursday, June 29, 2006 11:59 AM
To: Grabelle, Paul
Cc: Adams, Joan (VHACO); Anderson, Phillipa; Sexton, William; Latvanas, Barbara; Dorman, Charles M.; Gallin, Dean
Subject: RE: Veterans Park IN West LA

Good morning Paul, attached is the previous MOU. Also it's somewhat of a misrepresentation to call it a community park. We would characterize it as a Veterans Memorial Park on VA property with public access. We will not be providing parking or restroom facilities, but the public will be able to access the park, much as they do with our campus already. Although we have not formally presented a design to our VSO's, we have informally briefed them and had good response from most. The community supports this plan as it will stop the possibility for commercial development.

I will be out of the office from June 30 thru July 5, but you are welcome to call on my cell phone at (310)261-7037.

Ralph Tillman
Director of Assel Management
VA Greater Los Angeles Healthcare System
310- [REDACTED]

From: Grabelle, Paul
Sent: Thursday, June 29, 2006 5:48 AM
To: Tillman, Ralph D

Cc: Adams, Joan (VHACO); Anderson, Phillipa; Sexton, William; Latvanas, Barbara
Subject: RE: Veterans Park IN West LA

Ralph,

The MOU references an earlier MOU dated 12/22/1997. Do you have a copy of that MOU? Another question, the concept proposal calls for the community to use this park as well as veterans – the mou from 2001 does not mention this. Do you know if this is a new concept. Do community associations object to a community park at that location. Do the VSOs object to a community park at that location.

Paul

From: Tillman, Ralph D
Sent: Wednesday, June 28, 2006 12:36 PM
To: Grabelle, Paul
Cc: Adams, Joan (VHACO); Anderson, Phillipa; Sexton, William; Latvanas, Barbara
Subject: RE: Veterans Park IN West LA

Good afternoon Paul, I sent the concept this morning. It was being reviewed locally at the network, it's now with you. Sorry about the confusion.

Ralph Tillman
Director of Asset Management
VA Greater Los Angeles Healthcare System
310- [REDACTED]

From: Grabelle, Paul
Sent: Wednesday, June 21, 2006 1:18 PM
To: Tillman, Ralph D
Cc: Adams, Joan (VHACO); Anderson, Phillipa; Sexton, William; Latvanas, Barbara
Subject: Veterans Park IN West LA

Ralph,

This afternoon, I received a phone call from Doug Wheeler, an attorney with Hogan and Hartson, asking about the status of a concept approval for a veterans park on part of West LA. I think the group behind this is the Veterans Conservancy. Joan Adams, who keeps all the requests, cannot find this request. Perhaps it was not sent as intended. In any case, please send the proposal for concept approval to Joan as soon as possible so we can deal with this matter.

Paul

Liguoro, Joan

From: Geffner, Patricia
Sent: Wednesday, August 09, 2006 10:43 AM
To: Liguoro, Joan
Subject: FW: Legal Review for Enhanced Sharing Agreement with Veterans Park Conservancy

Attorney-Client

From: Geffner, Patricia
Sent: Tuesday, July 25, 2006 11:34 AM
To: Tillman, Ralph D
Subject: RE: Legal Review for Enhanced Sharing Agreement with Veterans Park Conservancy

310- [REDACTED]

From: Tillman, Ralph D
Sent: Tuesday, July 25, 2006 11:33 AM
To: Geffner, Patricia
Subject: FW: Legal Review for Enhanced Sharing Agreement with Veterans Park Conservancy

Here's the latest. If you are comfortable jumping into the communication fray, come on in. If you want to give me a contact number for you I'll pass it on to Doug Wheeler.

Ralph Tillman
Director of Asset Management
VA Greater Los Angeles Healthcare System
310- [REDACTED]

From: Tillman, Ralph D
Sent: Tuesday, July 25, 2006 11:27 AM
To: Tillman, Ralph D; Wheeler, Douglas P.
Cc: Sue Young; Dorman, Charles M.
Subject: RE: Legal Review for Enhanced Sharing Agreement with Veterans Park Conservancy

Oops. Forgot one thing. Sue and Peter were working on a proposed magnitude phasing and project schedule that we were to receive last week. Haven't received it and just wondering the status. We will be utilizing this information to develop performance language with our attorneys. The schedule in the latest draft agreement will work if you confirm this schedule to be accurate. Thanks.

Ralph Tillman
Director of Asset Management
VA Greater Los Angeles Healthcare System
310- [REDACTED]

From: Tillman, Ralph D
Sent: Tuesday, July 25, 2006 11:15 AM
To: 'Wheeler, Douglas P.'
Cc: Sue Young; Dorman, Charles M.

Subject: RE: Legal Review for Enhanced Sharing Agreement with Veterans Park Conservancy

Hi Doug. We are not comfortable with nor do we see the relevant need to providing you with a copy of the Wadsworth Theatre agreement. We will provide you any specific and relevant information about the agreement as the need arises. Currently, Richmark Entertainment is collaborating with the VPC architects to provide input on the concept design, including current and projected event details.

Ralph Tillman
Director of Asset Management
VA Greater Los Angeles Healthcare System
310-██████████

From: Wheeler, Douglas P. [mailto:DPWheeler@HHLAW.COM]
Sent: Tuesday, July 25, 2006 10:34 AM
To: Tillman, Ralph D
Cc: Sue Young; Dorman, Charles M.
Subject: RE: Legal Review for Enhanced Sharing Agreement with Veterans Park Conservancy

Thanks, Ralph. My understanding of the deadlines came from your meeting with Sue and Chuck, but we're mainly persuaded by Chuck that there's an urgency in getting the draft approved which is associated with new, not so welcome, policy developments back here. In any event, your suggestion of a meeting once we hear from the Regional Counsel is a good one. Allow me to repeat my request, in the meanwhile, for a copy of the Richmark agreement. Talk with you soon.

From: Tillman, Ralph D [mailto:Ralph.Tillman2@va.gov]
Sent: Tuesday, July 25, 2006 9:42 AM
To: Wheeler, Douglas P.
Cc: Sue Young; Dorman, Charles M.
Subject: RE: Legal Review for Enhanced Sharing Agreement with Veterans Park Conservancy

Good morning Doug. Concur that we wait for our Regional Counsel comments and recommendations before entering the final negotiation stage. Obviously we have divergent perspectives that I hope can be worked through, and I look forward to those discussions. The best approach will be for us (Chuck, our counsel, myself, you and Sue) to meet once we have our formal review. As far as an August 4 deadline, I'm not sure where that came from and I apologize if I represented such. We are trying to expedite this process to accommodate VPC, but are not under any deadlines ourselves. We'll continue to work to get this accomplished. Speaking of vacations, I'll be on leave July28-August 4.

Ralph Tillman
Director of Asset Management
VA Greater Los Angeles Healthcare System
310-██████████

From: Wheeler, Douglas P. [mailto:DPWheeler@HHLAW.COM]
Sent: Monday, July 24, 2006 2:20 PM
To: Tillman, Ralph D
Cc: Sue Young; Dorman, Charles M.
Subject: RE: Legal Review for Enhanced Sharing Agreement with Veterans Park Conservancy

Ralph: Thanks for sharing a copy of the draft which you've submitted to Regional Counsel for approval. Since I assume that your colleagues will have their own revisions to suggest, I'll refrain from making any editorial suggestions until we hear from them. I am concerned about a couple of substantive issues, however, in which this draft departs from the earlier version. First, although you propose a 30-year term, section 2.B. now authorizes termination "for convenience" with only a one-year notice [previously, notice

was to occur within a year of the expiration of the first period of performance]. While VPC will accept a termination for cause provision, as before, it will surely see the one-year termination for convenience provision as little more than an "at will" agreement, providing little more security than the previous MOUs. Second, we have some work to do-- as Chuck and I discussed when he was here-- in reconciling Richmark's use of the site and VPC plans for its redevelopment as a park. While we respect its revenue generating potential, neither VPC nor the VA would want to sanction an inappropriate use for entertainment purposes, or to diminish its cultural and natural attributes. I had hoped that this matter could be resolved through agreement on the Conceptual Plan-- now being reviewed by Richmark-- and its incorporation as an Appendix G to the ESA. Further, we would want language about compatible uses in the ESA, in lieu of the draft requirement that we "accommodate" the "pre-existing" partnership with Richmark. Incidentally, it would be helpful to see the Richmark contract, so that we might determine the extent to which Richmark can claim control of the site, and whether, in fact, it predates our 1997 MOU. We appreciate your prompt attention to these issues, and believe that they can be satisfactorily resolved in time to meet your August 4 deadline, notwithstanding intervening vacation schedules and the like. Let us know when you hear something from the Regional Counsel; I'll be ready to discuss these issues whenever you are. Doug Wheeler.

From: Tillman, Ralph D [mailto:Ralph.Tillman2@va.gov]
Sent: Monday, July 24, 2006 10:45 AM
To: Geffner, Patricia; Achen, Alan
Cc: Dorman, Charles M.; Boehm, Shoshana; Wheeler, Douglas P.; Sue Young
Subject: Legal Review for Enhanced Sharing Agreement with Veterans Park Conservancy

Good morning Pat,

Attached for your review is the proposed Enhanced Sharing Agreement (ESA) between GLAHS and Veterans Park Conservancy (VPC). This proposed ESA converts two previous MOU's and provides VPC and GLAHS with a contractual commitment for the proposed Veterans Memorial Park.

Concept approval has been obtained and is attached. I have included the attorney for VPC, Doug Wheeler, on this email for communication and coordination purposes.

Thanks for your assistance.

Ralph Tillman
Director of Asset Management
VA Greater Los Angeles Healthcare System
 310- [REDACTED]

This electronic message transmission contains information from this law firm which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited.

If you have received this electronic transmission in error, please notify us by telephone (+1-202-637-5600) or by electronic mail (PostMaster@HHLAW.COM) immediately.

Liguoro, Joan

From: Geffner, Patricia
Sent: Tuesday, October 10, 2006 9:06 AM
To: Liguoro, Joan
Subject: FW: West LA

fyi

From: Tillman, Ralph D
Sent: Friday, October 06, 2006 6:50 AM
To: Sue Young; Wheeler, Douglas P.
Cc: Dorman, Charles M.; Geffner, Patricia; DiStasio, Anthony; Adams, Joan (VHACO); Grabelle, Paul; Raun, Eric L.
Subject: FW: West LA

Good morning Sue, based upon the email below we are no longer authorized to enter into an Enhanced Sharing Agreement for the park. We are back to the MOU currently in place. It was suggested that we seek modification of the MOU to include the provision that the VA commits to a 30 year term for the park. This modification would have to be approved by the Secretary. Locally, we would support this modification. If you would like, we will start the ball rolling on this end.

Ralph Tillman
Director of Asset Management
VA Greater Los Angeles Healthcare System
310-██████████

From: DiStasio, Anthony
Sent: Monday, October 02, 2006 5:26 AM
To: Tillman, Ralph D
Cc: Adams, Joan (VHACO); Grabelle, Paul; Raun, Eric L.
Subject: West LA

Based on our discussions last week the approval for a proposed sharing agreement with the Conservancy is rescinded. The proposal is more appropriately categorized as a gift and should be processed as such.

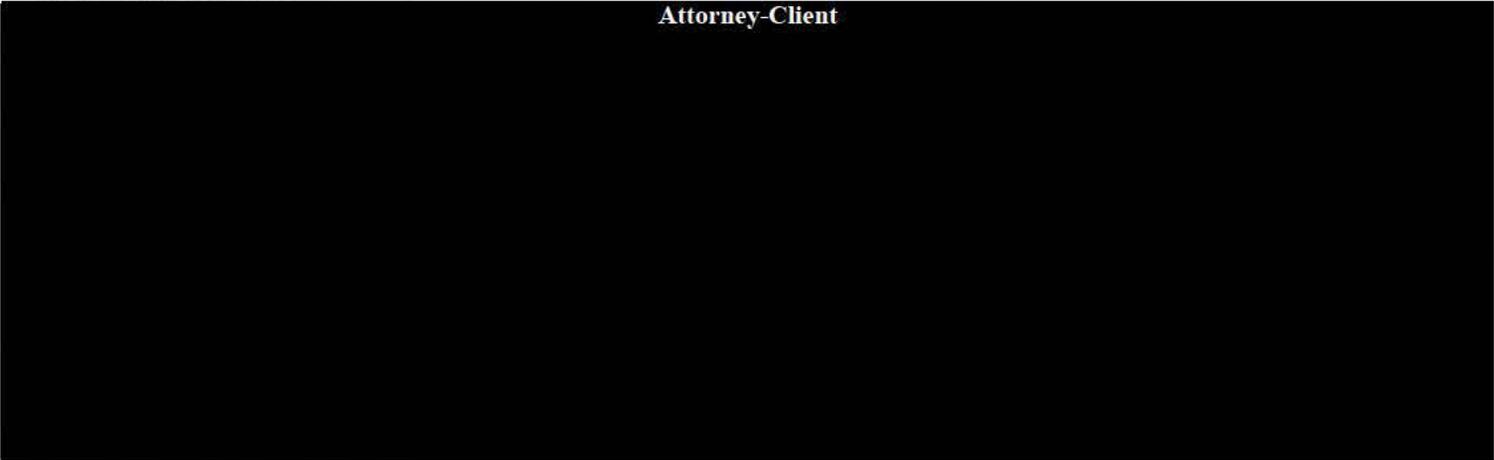
Liguoro, Joan

From: Geffner, Patricia
Sent: Tuesday, October 10, 2006 9:29 AM
To: OGC Region 17 Attorneys (LA); Bayard, Dave; Fishbein, Susan

(023C)-Ethics, Advisory Committees, Nonprofit Corporations, Political Activities, Gifts to VA and

Veterans Canteen Service

Attorney-Client



Patricia J. Geffner
Assistant Regional Counsel
Direct (310) [REDACTED]
Fax (310) 268-4596

000848

Tillman, Ralph D

From: Tillman, Ralph D
Sent: Monday, July 09, 2007 11:36 AM
To: Grabelle, Paul
Cc: Anderson, Phillipa; Kauffman, Philip; Dorman, Charles M.
Subject: RE: Conservancy Park

Excellent. Thanks.

From: Grabelle, Paul
Sent: Monday, July 09, 2007 11:35 AM
To: Tillman, Ralph D
Cc: Anderson, Phillipa; Kauffman, Philip; Dorman, Charles M.
Subject: RE: Conservancy Park

Ralph,

The agreement already gives VA approval authority. That has not been taken out

Veterans Park Conservancy shall be authorized, at its expense, to develop on the Shared Property such Capital Improvements as, by agreement of the parties, will enhance, protect, preserve and improve the site known as National Veterans Park, and further its use as an historically-significant open space on the West Los Angeles VA campus, for benefit of veterans and the general public, all substantially in accordance with the conceptual plan attached hereto as Attachment G (the "Conceptual Plan"). **Final plans and acceptance of the improvements shall be subject to DVA approval.**

All improvements will be developed pursuant to the Conceptual Plan (Attachment G) and will accommodate the DVA's current and future use of the Shared Property for revenue generation via events and other activities.

Paul

From: Tillman, Ralph D
Sent: Monday, July 09, 2007 2:26 PM
To: Grabelle, Paul
Cc: Anderson, Phillipa; Kauffman, Philip; Dorman, Charles M.
Subject: RE: Conservancy Park

Thanks Paul. One thing we would ask is that VA have review and approval authority over design to ensure the park incorporates the requested compatibility with our revenue/event programs. Perhaps we could review the agreement before execution. Thanks.

From: Grabelle, Paul
Sent: Monday, July 09, 2007 10:50 AM
To: Tillman, Ralph D

Cc: Anderson, Phillipa; Kauffman, Philip
Subject: Conservancy Park

Ralph,

Paul Hutter and Doug Wheeler from Hogan and Hartson, for the Conservancy, have been negotiating terms for an agreement on the park. They seem to be close on reaching an accord, however, final agreement has not been reached. I will keep you further advised on what is happening.

Paul

Tillman, Ralph D

From: Tillman, Ralph D
Sent: Tuesday, July 10, 2007 8:36 AM
To: Fallen, Barbara; Dorman, Charles M.
Subject: RE: Conservancy Park

We have not been consulted nor do we know the terms. We have been notified of these discussions and been queried with a couple of questions. I'm assuming they are using the proposed "Sharing Agreement" we were working with months ago, but I have not seen any document relative to the current negotiations with General Counsel.

From: Fallen, Barbara
Sent: Monday, July 09, 2007 11:47 AM
To: Tillman, Ralph D; Dorman, Charles M.
Subject: RE: Conservancy Park

I am concerned that this agreement is being negotiated without the input of the facility or Network. Do you have any details on the terms? Have you been consulted?

From: Tillman, Ralph D
Sent: Monday, July 09, 2007 11:27 AM
To: Dorman, Charles M.; Fallen, Barbara
Subject: FW: Conservancy Park

As evidenced by the email below, VACO is working a deal with Veterans Park Conservancy.

From: Grabelle, Paul
Sent: Monday, July 09, 2007 10:50 AM
To: Tillman, Ralph D
Cc: Anderson, Phillipa; Kauffman, Philip
Subject: Conservancy Park

Ralph,

Paul Hutter and Doug Wheeler from Hogan and Hartson, for the Conservancy, have been negotiating terms for an agreement on the park. They seem to be close on reaching an accord, however, final agreement has not been reached. I will keep you further advised on what is happening.

Paul

Ralph,

Here is the latest draft of the agreement with the changes we made being tracked. Counsel for the Conservancy has basically agreed on behalf of the Conservancy to the drafts basic issues, as to termination, amortization, and term. These were the key issues for VA. He may still have some questions on unspecified areas. Please discuss with Mr. Dorman. I am sure that Counsel for the Conservancy has already shared this with his client and there is no need for you to do so.

Paul

From: Kauffman, Philip
Sent: Tuesday, July 17, 2007 10:23 AM
To: Grabelle, Paul
Subject: FW: Conservancy sharing agreement

From: Kauffman, Philip
Sent: Tuesday, June 12, 2007 3:25 PM
To: Hutter, Paul
Cc: Anderson, Phillipa; Grabelle, Paul
Subject: Conservancy sharing agreement

Paul,

Attached is the proposed agreement, as modified.

Phil

Tillman, Ralph D

From: Tillman, Ralph D
Sent: Wednesday, August 08, 2007 7:39 AM
To: Grabelle, Paul
Cc: Anderson, Phillipa; Hutter, Paul; Kauffman, Philip; Dorman, Charles M.; Fallen, Barbara
Subject: RE: Revised Attachment F
Attachments: FW: Revised Attachment F

We have a problem with the Conceptual Plan. First, by taking out the construction schedule, we will have no ability to determine progress and performance. I would agree that the dates need to be changed, but project milestones need to be maintained. Second, we have a problem with the conceptual plan itself. There are two large ponds which we do not approve. We have stated to VPC in the past that a smaller scale pond feature would be acceptable, however, not as depicted in the concept plan which will be the approved contract plan. A statement regarding this exception needs to be incorporated into the agreement.

Other than this, we approve the agreement.

From: Grabelle, Paul
Sent: Wednesday, August 08, 2007 7:29 AM
To: Tillman, Ralph D
Cc: Anderson, Phillipa; Hutter, Paul; Kauffman, Philip
Subject: FW: Revised Attachment F

Ralph,

The e-mail below is self-explanatory. Once again, advise if you have a problem.

Paul

From: Wheeler, Douglas P. [mailto:DPWheeler@HHLAW.COM]
Sent: Wednesday, August 08, 2007 10:11 AM
To: Grabelle, Paul
Subject: Revised Attachment F

Paul: Here is a version of the Enhanced Sharing Agreement which incorporates a corrected Attachment F and other minor editorial revisions; please substitute for the version that I sent last evening. Doug.
This electronic message transmission contains information from this law firm which m

If you have received this electronic transmission in error, please notify us by tele

Tillman, Ralph D

From: Grabelle, Paul
Sent: Tuesday, August 14, 2007 5:47 AM
To: Tillman, Ralph D
Subject: FW: Further Revised Version of VPC Enhanced Sharing Agreement
Attachments: 2580958_7.DOC

I thought you should see what I am waiting for.

Paul

From: Grabelle, Paul
Sent: Tuesday, August 14, 2007 8:05 AM
To: Anderson, Phillipa; Kauffman, Philip
Cc: Hutter, Paul
Subject: FW: Further Revised Version of VPC Enhanced Sharing Agreement

I have read the revised agreement and find no legal objection. It comports with earlier agreements and meets Ralph Tillman's latest objection. Please advise if I can recommend to Ralph that the agreement should be signed.

Paul

From: Tillman, Ralph D
Sent: Monday, August 13, 2007 10:47 AM
To: Fallen, Barbara
Cc: Dorman, Charles M.; Grabelle, Paul
Subject: FW: Further Revised Version of VPC Enhanced Sharing Agreement

Barbara, the attached Draft Sharing Agreement, is recommended for approval. I have reviewed it and find the draft consistent with the proposed agreement we forwarded and had approved last year.

RALPH TILLMAN
DIRECTOR, ASSET MANAGEMENT
VA GREATER LOS ANGELES HEALTHCARE SYSTEM
(310) [REDACTED]

From: Grabelle, Paul
Sent: Friday, August 10, 2007 11:32 AM
To: Tillman, Ralph D
Subject: FW: Further Revised Version of VPC Enhanced Sharing Agreement

From: Wheeler, Douglas P. [mailto:DPWheeler@HHLAW.COM]
Sent: Wednesday, August 08, 2007 5:16 PM
To: Grabelle, Paul
Cc: Sue Young
Subject: Further Revised Version of VPC Enhanced Sharing Agreement

1/8/2008

Tillman, Ralph D

From: Tillman, Ralph D
Sent: Wednesday, July 18, 2007 11:33 AM
To: Grabelle, Paul
Cc: Dorman, Charles M.; Fallen, Barbara; Anderson, Phillipa; Kauffman, Philip; Boehm, Shoshana
Subject: FW: Conservancy sharing agreement

We approve the agreement locally.

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

From: Dorman, Charles M.
Sent: Wednesday, July 18, 2007 10:19 AM
To: Tillman, Ralph D
Subject: Re: Conservancy sharing agreement

Thanks Ralph,
I concur with the proposed MOU. Thanks
Charles M. Dorman, FACHE
Director, VAGLAHCS
Sent using BlackBerry

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

From: Tillman, Ralph D
To: Dorman, Charles M.
Cc: Fallen, Barbara; Grabelle, Paul; Anderson, Phillipa; Kauffman, Philip; Boehm, Shoshana
Sent: Wed Jul 18 09:26:41 2007
Subject: FW: Conservancy sharing agreement

The attached draft is consistent with our local requirements. Substantial terms negotiated by General Counsel are:

- * This is a 20 year Sharing Agreement with no termination for convenience. There is termination for default and termination if CARES necessitates, but not for absolute convenience. As we have discussed in the past, we don't have issue because the intended use is consistent with our land use plan including complete integration with our alternative revenue/event capabilities.
- * In case of dispute arbitration will be by a "civilian" board of contract appeals instead of VA
- * The Davis Bacon Act will be followed. Construction will require the contractor to pay Davis Bacon wages. More expensive to the Conservancy.
- * VA will be responsible for maintenance once improvements are complete, subject to availability of funds.

It's basically the same agreement we forwarded otherwise. I recommend approval.

Ralph

From: Grabelle, Paul
Sent: Wednesday, July 18, 2007 6:58 AM
To: Tillman, Ralph D
Cc: Dorman, Charles M.; Anderson, Phillipa; Kauffman, Philip
Subject: FW: Conservancy sharing agreement

Tillman, Ralph D

From: Tillman, Ralph D
Sent: Friday, August 24, 2007 10:46 AM
To: Fallen, Barbara
Subject: Fw: Park

Do I have approval to sign this agreement

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

From: Grabelle, Paul
To: Tillman, Ralph D
Sent: Fri Aug 24 12:40:29 2007
Subject: Park

Ralph,

It looks like we have finally completed this arrangement. The conservancy attorney will reinsert the "not unreasonably withhold" language as well as one sentence to which they had no objection and send to me. After I get it and match it against our last version (to make sure we are all working from the same version) I will send it to you for signature. The General Counsel has approved this agreement.

Thanks for your help and cooperation.

Paul

Tillman, Ralph D

From: Grabelle, Paul
Sent: Friday, August 24, 2007 12:42 PM
To: Tillman, Ralph D
Cc: 'Wheeler, Douglas P.'; Hutter, Paul; Anderson, Phillipa; Kauffman, Philip
Subject: FW: Final Draft of Enhanced Sharing Agreement
Attachments: 2580958_8.DOC

Ralph,

Here it is! This agreement is approved by GC. You can sign. The process is explained in the e-mail below.

Paul

From: Wheeler, Douglas P. [mailto:DPWheeler@HHLAW.COM]
Sent: Friday, August 24, 2007 3:22 PM
To: Grabelle, Paul
Cc: Hutter, Paul
Subject: Final Draft of Enhanced Sharing Agreement

Dare I say it, Paul, that this is the final draft, incorporating Paul's language in two places (section 1.D. and Attachment A, section 1) as specified, except that I've changed "VA" to "DVA" for purposes of conformity with other references to the agency, and the definition in section 1. As I understand the procedure, you will now send this document to Ralph Tillman, who will execute on behalf DVA. Ralph will contact Sue Young concerning her signature, and duplicate originals will be made in Los Angeles. Thanks again for your assistance.
This electronic message transmission contains information from this law firm which m

If you have received this electronic transmission in error, please notify us by tele

1/8/2008

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000857



**THE SECRETARY OF VETERANS AFFAIRS
WASHINGTON**

August 31, 2007

Mr. Bradford M. Freeman
11100 Santa Monica Boulevard
Suite 1900
Los Angeles, CA 90025

Dear Brad:

Thank you for your letter on behalf of the veterans, stakeholders, and others in the community whose letters you received regarding the enhancement of the Veterans Park located on the West Los Angeles campus of the Department of Veterans Affairs (VA) Greater Los Angeles Health Care System. I apologize for the delay in my response.

VA appreciates the contributions of the Veterans Park Conservancy to the Veterans Park and the Greater Los Angeles Health Care System. Please be assured that all enhancements made on the campus will benefit veterans. Modernizing the facilities and providing additional services to be sure that veterans receive world class health services in modern facilities is the purpose of VA's review of the West Los Angeles campus.

I am pleased to inform you that VA and the Veterans Park Conservancy reached a mutually acceptable agreement on August 24, 2007. The issue concerning the termination of the agreement has been resolved to the satisfaction of both parties. I have included a copy of the agreement for your review.

VA is also committed to prepare the West Los Angeles campus to meet the future healthcare needs of veterans. VA's Capital Asset Realignment for Enhanced Services (CARES) planning process involves the community in the modernization process through a CARES Local Advisory Panel (LAP) composed of community, Veterans Service Organizations and other stakeholder members.

The third public meeting of the LAP will be held on September 6, 2007, from 5 p.m. to 9 p.m. at the Wadsworth Theatre on the West Los Angeles VA campus. At the meeting, the VA contractor, PricewaterhouseCoopers, will present a detailed analysis of options to modernize the campus for VA to consider. Time will be set aside for community members to provide VA with their input on the proposed modernization plans and other related issues. Veterans, stakeholders, and other members of the community will have an opportunity to make recommendations to VA regarding which modernization option should be selected.

Page 2

Mr. Bradford Freeman

Thank you for your support of our Nation's veterans and we look forward to your continued interest in our efforts to provide quality care to veterans in Southern California.

Sincerely yours,



R. James Nicholson

Enclosure

Brad - Hope all is well.
We finally got this
park deal done.



II.I.3.
EXECUTED AGREEMENT

**VA Greater Los Angeles Healthcare System, West Los Angeles
Enhanced Health Care Resources Sharing Agreement**

Whereas, the undersigned, Department of Veterans Affairs and the Veterans Park Conservancy, desiring to build upon and extend a successful working relationship which was begun in 1987; and

Whereas, the Department of Veterans Affairs and the Veterans Park Conservancy are dedicated to establishment of a National Veterans Park on the grounds of the West Los Angeles Medical Center which will serve the needs of veterans and residents alike, emphasizing for generations to come the indomitable values of our shared American heritage;

Now, therefore, the undersigned enter into this, a Sharing Agreement authorized and recognized by the statutes of the United States:

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

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

- A. **Parties:** Veterans Park Conservancy, a non-profit corporation (hereafter, "Sharing Partner") and VA Greater Los Angeles Healthcare System, West Los Angeles.
- B. **Resources to be Shared:** Refer to Shared Property Legal Description, attached hereto as Attachment B.
- C. **Period of Performance:** Twenty (20) years unless terminated earlier in accordance with the terms of this Agreement, or extended for ten (10) years by mutual agreement of the parties.
- D. **Payment Terms:** Payments in lieu of rent shall consist of capital improvements to be made, as resources become available, in accordance with the Conceptual Plan to be prepared by the Sharing Partner for approval by the DVA, which shall not be unreasonably withheld, and a Proposed Project Schedule as generally specified in Attachment F, attached hereto. All improvements and any changes thereto will first be approved by the DVA.
- E. **Authorization to Act on Behalf of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES:** The Contracting Officer ("CO") is the only United States Government ("Government") official who shall be authorized to enter into, modify, administer and terminate this Agreement and to give any and all direction required of the DVA under this Agreement.
- G. **Restriction:** The Department of Veterans Affairs prohibits the use of the Shared Property for any purpose other than those which are specified in Requirements and Scope of Work, Attachment A, attached hereto. The DVA prohibits the carrying of firearms by any persons

employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff.

- H. Security:** The Department of Veterans Affairs and its VA Security Police shall provide security, and may patrol the Shared Property. The DVA reserves the right to enter upon the Shared Property at any time and for any purpose.
- I. Insurance:** Sharing Partner shall furnish, at its own expense, original certificates of insurance to the DVA, five (5) days prior to the use of the Shared Property. The term of the insurance, and successor policies, must in the aggregate be for the duration of the Period of Performance covered by this Sharing Agreement.

1. Types and Limits of Insurance

The following types and limits of insurance are required:

- a. Comprehensive or commercial general liability insurance to include the following coverages: premise/operations, products/completed operation (when applicable), contractual personal injury, broad form property damage, with limits of not less than One Million Dollars, (\$1,000,000.00) combined single limit for bodily injury and property damage.
- b. Workers Compensation Insurance and Employer's Liability Insurance, as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident.
- c. Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury and property damage, including coverage or owned, non-owned and hired vehicles, including loading and unloading operations.
- d. The DVA may require other insurance coverage deemed appropriate for a specific event.
- e. The CO or his or her designee is hereby authorized to reduce the requirements set forth herein in the event that they determine that (i) such reduction does not unduly diminish protection of the DVA or its assets, or (ii) the requirement of these coverages would impose an unreasonable financial burden upon the Sharing Partner. Such reduction shall not be binding unless in writing and signed by the CO or his or her designees.

2. Coverage

- a. The DVA, its boards and commissions, officers, agents, employees and volunteers must be named as additional insureds and are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Sharing Partner; products and completed operations of the Sharing Partner; and premises owned or used by the Sharing Partner. The coverage shall contain no special limitations on the scope of

protection afforded to the DVA, its boards and commissions, officers, agents, employees and volunteers.

- b. Sharing Partner's insurance coverage shall be primary insurance as respects the DVA, its boards and commissions, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the DVA, its boards and commissions, officers, agents, employees and volunteers shall be in excess of Sharing Partner's insurance and shall not contribute with it.
- c. Coverage shall state that Sharing Partner's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Each insurance policy required by this Section I.1. shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the DVA.
- e. Sharing Partner shall include each of its subcontractors as insureds under the policies of insurance required, or alternatively shall provide to the DVA certificates of insurance and binding endorsements evidencing satisfactory compliance by each subcontractor with insurance requirements state herein.

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

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

4. Acceptability of Insurers:

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

5. Remedies for Breach of Insurance Requirements

If Sharing Partner, for any reason, fails to obtain within ninety (90) days and to maintain insurance coverage which is required pursuant to this Section I, the same shall be deemed a material breach of contract. The DVA, at its sole option exercisable any time after Sharing Partner's failure to cure said breach within thirty (30) days after receiving written notice thereof, may terminate this Agreement and obtain damages, if any, from the Sharing Partner resulting from said breach.

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

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

A. **Relationship.** The relationship of the parties is not and shall not be construed or interpreted to be a partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship. Nothing contained herein shall be construed as an employment relationship or partnership between the DVA and Sharing Partner.

B. **Termination:** The DVA may terminate this Agreement, or any part thereof, for cause in the event of any material default in its performance under the terms of this Agreement by the Sharing Partner, or if the Sharing Partner fails to follow DVA regulations or the CO's instructions concerning the use of the Shared Property under the terms of this Agreement, or if the Sharing Partner fails to provide the DVA, upon written request, with adequate assurances of future performance, by giving at least ninety (90) days prior written notice. In the event of termination for cause, the Sharing Partner shall be liable to the DVA for any and all rights and remedies provided by law.

This agreement may be unilaterally terminated by DVA if continued use of the Shared Property under this Agreement would limit the Secretary's implementation of the CARES initiative or a Master Plan which may be hereafter prepared pursuant to an Act of Congress. Such termination shall be at no cost to DVA.

The DVA reserves the right to unilaterally terminate this Agreement immediately and without cost to DVA if Sharing Partner has caused Government owned assets or the public to be endangered.

C. **Modification:** This Agreement may need to be modified during the Period of Performance. All modifications shall be in writing and, except for termination pursuant to paragraph 2.B., have the written consent of both parties.

D. **Governing Law:** This Agreement shall be governed, construed, and enforced in accordance with Federal law.

E. **Disputes:** All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section.

1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal claim or right, the payment of money, adjustment or interpretation of Agreement Terms, or other relief, arising or relating to the Agreement.

2. Any controversy or claim arising out of or relating to this Agreement on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall furnish a written reply within thirty (30) days on the claim to the Sharing Partner.

3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration at the Civilian Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.

F. **Attachments:** All attachments to the agreement are incorporated into and made part of the agreement. The terms, conditions, and attachments included herein, including any formal

written modifications thereto, constitute the complete agreement between the parties and take precedence over any other language, oral or written.

G. **Severability:** If any provision of the Agreement is rendered invalid or unenforceable by any law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

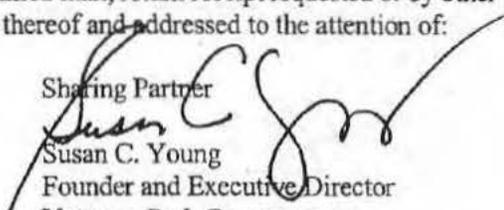
H. **Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

VA Contact Person

Ralph Tillman
Director, Asset Management
VA Greater Los Angeles Healthcare System
Los Angeles, CA 90073

Telephone: (310) 268-3763
Facsimile (310) 268-4196

Sharing Partner


Susan C. Young
Founder and Executive Director
Veterans Park Conservancy
11661 San Vicente Blvd., Suite 204
Los Angeles, CA 90049

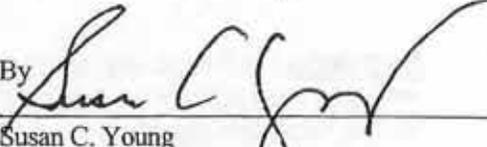
Telephone: (310) [REDACTED]
Facsimile: (310) 820-1486

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates indicated below,

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

Sharing Partner:
Veterans Park Conservancy

By 
Ralph Tillman
Contracting Officer

By 
Susan C. Young
Founder and Executive Director

8/24/07
Date

August 24, 2007
Date

Enhanced Sharing Agreement

Attachment Schedule

Attachment A: Requirements and Scope of Work

Attachment B: Shared Property Legal Description and Map

Attachment C: Sign Posting for Special Events

Attachment D: Additional Clauses

Attachment E: Equal Opportunity (52.222-26)

Attachment F: Proposed Project Schedule

Enhanced Sharing Agreement

ATTACHMENT A

Requirements and Scope of Work

The DVA is providing to the Sharing Partner the use of approximately sixteen (16) acres of land (the "Shared Property", which is described more fully in Attachment B) on a year round basis under a Sharing Agreement. The Period of Performance shall be a twenty (20) year period, unless extended for an additional period of ten (10) years pursuant to paragraph 1.C..

1. Veterans Park Conservancy shall be authorized, at its expense, to develop on the Shared Property such Capital Improvements as, by agreement of the parties, will enhance, protect, preserve and improve the site known as National Veterans Park, and further its use as an historically-significant open space on the West Los Angeles VA campus, for benefit of veterans and the general public, all substantially in accordance with the conceptual plan to be prepared by the Sharing Partner. Final plans and acceptance of the improvements shall be subject to DVA approval, which shall not be unreasonably withheld. All improvements and any changes thereto will first be approved by the DVA.
2. DVA shall be responsible for maintaining all land, shrubbery, plants, gardens, and all other improvements on the property that is the subject of this Agreement. Any commitment to maintain the park beyond the first year of the agreement is subject to the availability of appropriations to the Department each fiscal year thereafter, and nothing in this Agreement may be construed as implying that the United States Congress will subsequently appropriate funds for the purpose of maintaining the park.
3. Effective immediately, Veterans Park Conservancy shall be entitled to develop the Shared Property for the purposes of creating a park. This Agreement provides the contractual commitment that it is intended that these improvements will remain in place for the duration of this Agreement. All improvements will be developed pursuant to an approved Conceptual Plan and will accommodate the DVA's use of the Shared Property for revenue generation via events and other activities. At the termination of this Agreement, ownership of all Capital Improvements reverts to the DVA, and will become the property of the DVA, which will have sole responsibility for the control and disposition of the improvements.
4. Veterans Park Conservancy acknowledges and accepts the DVA's authority to continue utilizing the park for its alternative revenue program. The DVA will have complete authority to determine the type of use relative to this program, so long as such use is consistent with CARES and/or a Master Plan which may be hereafter prepared pursuant to an Act of Congress.
5. Veterans Park Conservancy shall comply with all applicable laws, ordinances, and regulations of the State, County, and Municipality wherein the Shared Property is located.
6. Veterans Park Conservancy shall provide the capital improvements indicated on Attachment F at its own expense as resources become available. Any additional improvements to the Shared Property must be proposed in writing and shall require approval of the DVA.

Enhanced Sharing Agreement

7. **General Marketing Requirements.** Veterans Park Conservancy shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the prior written consent of the DVA. Endorsements (advertising) shall be subject to 5 C.F.R. 2635.702. The DVA reserves the right to approve/reject any/all such advertising presented by Veterans Park Conservancy.
8. Veterans Park Conservancy shall adhere to the guidelines on Attachment C, "Sign Posting for Special Events."
9. **Miscellaneous Requirements:** Veterans Park Conservancy shall at all times act in good faith and in the best interests of the DVA, and shall use its best efforts and exercise all due care and sound business judgment in the use of the Shared Property and in performing its duties under this Agreement. Veterans Park Conservancy shall at all times comply with DVA policies, procedures and directives which are set forth in this Agreement and Attachments C, D, and E.
10. **DVA Personnel**

DVA "COTR". The term "COTR" (Contracting Officer Technical representative) means the person designated in writing by the CO to represent the DVA for the purpose of monitoring technical performance under this Agreement. The "COTR" is not authorized to issue any instructions or directions which effect any revision of this Agreement.

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

11. **Representations**

Veterans Park Conservancy represents as follows:

1. The execution, delivery and performance of this Agreement have been duly authorized by person(s) who may lawfully bind the Veterans Park Conservancy.
2. Veterans Park Conservancy currently possesses all necessary licenses, permits and approvals required to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Veterans Park Conservancy's performance of its obligations under this Agreement.

Enhanced Sharing Agreement

ATTACHMENT B

Shared Property Legal Description and Map

That portion of the 235.5 acres tract of land conveyed to The National Home for Disabled Volunteer Soldiers, by deed recorded in Book 1 368, page 163 of Deeds, in the Rancho San Vicente, in the County of Los Angeles, State of California, described as follows:

LEGAL DESCRIPTION

MEMORANDUM OF AGREEMENT PARCEL

That portion of the Rancho San Vicente y Santa Monica in the County of Los Angeles, State of California, as shown on map recorded in Book 3 Pages 30 and 31 of Patents in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southeasterly terminus of that certain straight line in the northeasterly line of San Vicente Boulevard shown as having a bearing and length of "S35°24'25"E 1158.33 feet" on map filed in Book 180 Pages 59 to 63 inclusive of records of Survey in the office of said County Recorder; thence along said northeasterly line, N35°24'25"W 1124.34 feet; thence N78°53'09"E 430.04 feet; thence N11°06'51"W 1.15 feet; thence N78°53'09"E 65.02 feet; thence S11°06'51"E 4.74 feet; thence N78°53'09"E 13.89 feet; thence S11°06'51"E 1.75 feet; thence N78°53'09"E 8.16 feet; thence N11°06'51"W 1.75 feet; thence N78°53'09"E 14.13 feet; thence N11°06'51"W 4.74 feet; thence N78°53'09"E 63.21 feet; thence N11°06'51"W 1.15 feet; thence N78°53'09"E 356.76 feet; thence S11°06'51"E 117.09 feet; thence N78°53'09"E 450.57 feet to the northwesterly line of Wilshire Boulevard as shown on said Record of Survey; thence along said northwesterly line as follows: S53°33'28"W 94.73 feet to the beginning of a tangent curve concave southeasterly having a radius of 1000.90 feet, southwesterly along said curve through a central angle of 22°19'19" an arc distance of 389.94 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 989.57 feet. A radial line to said non-tangent curve bears N53°45'41"W, southwesterly along said curve through a central angle of 16°06'09" an arc distance of 278.11 feet to the beginning of a compound curve concave southeasterly having a radius of 1050.00 feet, a radial line to said curve bears N69°51'50"W.

Southwesterly along said curve through a central angle of 11°32'25" an arc distance of 211.49 feet, S8°35'45"W 128.66 feet to the beginning of a tangent curve concave northwesterly having a radius of 400.00 feet. Southwesterly along said curve through a central angle of 22°39'51" an arc distance of 158.23 feet, S43°20'42"W 20.73 feet to the beginning of a tangent curve concave northerly having a radius of 90.00 feet, said curve being also tangent at its point of ending to said northeasterly line of San Vicente Boulevard at the **point of beginning** and westerly along said curve through a central angle of 101°14'53" an arc distance of 159.04 feet to said **point of beginning**.

See attached Exhibit Map for informational purposes.

This legal description was prepared by me or under my direction in conformance with the provisions of the Land Surveyors' Act of the State of California. This legal description is not to be used in violation of the Subdivision Map Act of the State of California.

ATTACHMENT C

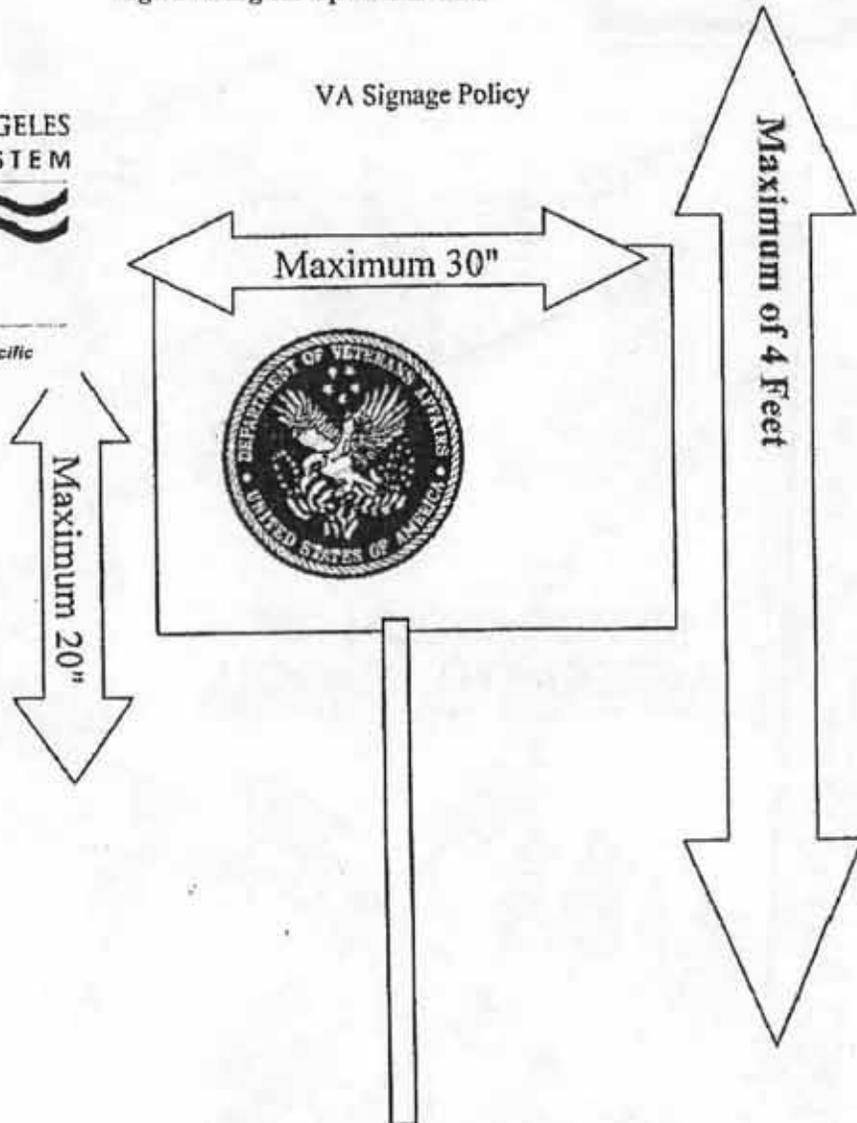
Sign Posting for Special Events

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

VA Signage Policy



Signage indicating events or directions will be constructed of 20" X 30" foam core or poster board mounted on four (4) foot wooden or metal stakes using staples, nails or ties (nylon or wire twist). Banners shall be 60" x 204" in dimension, placed on freestanding supports and placed in concrete.

Signage and banners will be placed on freestanding supports by the Sharing Partner and will be removed immediately following the event.

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

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

There will be no posting of signs or banners on VA fence(s).

Enhanced Sharing Agreement

**ATTACHMENT D
ADDITIONAL CLAUSES**

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

1. That the use and occupancy of the Shared Property shall be subject to the general supervision and approval of the CO and to such reasonable rules and regulations as may be prescribed by him/her from time to time.
2. That the DVA shall be responsible for the cost of all utilities, repairs, and maintenance associated with the Shared Property. Any commitment to maintain the park beyond the first year of the agreement is subject to the availability of appropriations to the Department each fiscal year thereafter, and nothing in this Agreement may be construed as implying that the United States Congress will subsequently appropriate funds for the purpose of maintaining the park.
3. That the Sharing Partner shall neither transfer nor assign this Agreement or any property on the Shared Property except with the approval of the DVA, nor sublet the Shared Property or any part thereof, or any property thereon, nor grant any privilege whatsoever in connection with this Agreement except with the approval of the DVA. The terms of this paragraph shall not prohibit contracts with third parties in connection with Sharing Partner's management of the Shared Property. Any third parties must meet the insurance requirements set forth in this Agreement.
4. That if the Shared Property is destroyed by fire or other casualty so as to render the Shared Property untenable, or if Sharing Partner is otherwise unwilling or unable to fulfill its obligations under this Agreement, Sharing Partner may terminate this Agreement in its entirety by serving written notice upon the VA within thirty (30) days of such casualty.
5. That, pursuant to section I.1. of this Agreement, Sharing Partner shall maintain in full force and effect insurance which is sufficient to indemnify the DVA for damage or destruction of Shared Property by the Sharing Partner incident to the Sharing Partner's use and occupation of the Shared Property, but in no event shall such insurance fall below the limits set forth in Section I.1. of this Agreement, unless the requirement of said insurance is reduced pursuant to said Section I.1.(e).
6. That the Sharing Partner shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or similar substances from the ground, commit no waste of any kind, or in any manner substantially change the contour or condition of the Shared Property, except changes required in connection with improvements which are contemplated by the approved Conceptual Plan.
7. That, on or before the date of expiration of this Agreement, or its termination by the Sharing Partner or by the DVA, the Sharing Partner shall vacate the Shared Property and remove the personal property of the Sharing Partner therefrom, and fixtures shall remain the property of DVA.
8. That the Sharing Partner shall pay to the proper authority, when and as the same *become* due and payable, all taxes, assessments and similar charges, which at any time during the term of this Agreement, may be taxed, assessed or imposed upon the Sharing Partner with respect to or upon the Shared Property.
9. Any activity, program or use made of the Shared Property by the Sharing Partner will be in compliance with the provisions of Federal Acquisition Regulation Section 52.222-26, Equal Opportunity, a copy of which is attached hereto as Attachment E, made part hereof.

Enhanced Sharing Agreement

10. This Agreement is subject to the wage and hour requirements of the Davis-Bacon Act.
11. In the event of a conflict between terms of the Attachments and the provisions of this Agreement, the terms of the Attachments shall control.

Enhanced Sharing Agreement

ATTACHMENT E

EQUAL OPPORTUNITY (52.222-26)

During performance of this Agreement, the Sharing Partner agrees as follows:

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

The Sharing Partner shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or natural origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) election for training, including apprenticeship.

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

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

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

**II.J.
WESTSIDE BREAKERS SOCCER
CLUB**

II.J.1.
PROPOSAL DOCUMENTS

Greater Los Angeles Healthcare System
Westside Breakers Soccer Club
Enhanced Resources Sharing Agreement
Facility: 691 VISN 22

1. The resource(s) to be sold/shared

The resource to be shared is located on the grounds of the VA Greater Los Angeles Healthcare System, West Los Angeles, 11301 Wilshire Blvd. Los Angeles, CA 90073. This sharing agreement provides for the use of space at the West Los Angeles campus MacArthur Field and lot # 38. (Please see # 14 for further information).

2. Name of the Sharing Partner

Westside Breakers Soccer Club.

3. Term of the agreement

The term of the agreement is of sixteen (16) months.

4. Costing methodology or basis of rate reimbursement

The cost is based on usage of space and fair market rates.

5. The current market rate in the private sector for comparable space

N/A. There were no comparable spaces available near the area in question.

6. Net usable footage being shared

Approximately of about 146,205 Sq. Ft. or 3.36 acres.

7. Will the proposal cover all operating costs?

The VA GLAHS does not anticipate any operating costs. Any necessary maintenance will be at the expense of the Sharing Partner.

8. Are we charging market rate for the space?

N/A.

Greater Los Angeles Healthcare System
Westside Breakers Soccer Club
Enhanced Resources Sharing Agreement
Facility: 691 VISN 22

9. **What are the annual operating costs (utilities and maintenance) for this space?**

None.

10. **What are the total net revenues for each year of and for the life of the proposal?**

The net annual revenue is of \$60,000.00, with the revenue for the length of the contract totaling \$76,943.25.

11. **What inflation factor is built into the charge for the space?**

An annual escalation fee of 3% is factored into the yearly fees.

12. **Specify and quantify what dollar and/or other VA outlays (e.g., construction/renovation, utilities, telephones, etc.) are involved in this proposal?**

N/A

13. **What is the CARES potential impact or long-term plan for this space?**

The identified area is not affected by CARES process and there are no long-term plans.

14. **How will current, not potential future, veterans benefit from this proposed agreement?**

Veterans staying at New Directions, Inc., Salvation Army and other domiciliary veteran programs will benefit from this proposed agreement by making free usage of the field for picnics, BBQs and any other one time special events. The Westside Breakers Soccer Club has a proven track record of accomplishments maintaining the MacArthur Field at the VAGLAHS, WLA, which, is kept in optimal conditions throughout the year. Sharing Partner has recently invested a significant amount of resources to the beautification of the field.

Greater Los Angeles Healthcare System
Westside Breakers Soccer Club
Enhanced Resources Sharing Agreement
Facility: 691 VISN 22

15. **How will security of the space and personnel be handled?**

Area in question is patrolled 24 hours a day by the VA police and security force to ensure the safety of patients and employees.

16. **Will this agreement require the partner to comply with all applicable VHA & VA codes, including handicapped accessibility?**

Yes.

II.J.2.
AGENCY REVIEW DOCUMENTS

Castillo, Theresa M.

To: Achen, Alan
Subject: FW: Soccer Clubs & (2002) Concept Approval

Please see VHACO approval below. Regional approval is now requested.



Thank you.

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

From: Adams, Joan (VHACO)
Sent: Thursday, September 26, 2002 12:01 PM
To: Castillo, Theresa M.
Cc: Sherman, Anthony; Tillman, Ralph D; Grabelle, Paul; Kaliher, Donald
Subject: RE: Soccer Clubs & (2002) Concept Approval

Then, it appears you are fully authorized to proceed with this as well – just email me the signed agreement when your local regional counsel has approved it. Thanks for the quick response!

Capital Asset Management & Planning Service (182C))
VHA Office of Facilities Management
Telephone: 202 - 565 - 8516

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

From: Castillo, Theresa M.
Sent: Thursday, September 26, 2002 2:52 PM
To: Adams, Joan (VHACO)
Cc: Sherman, Anthony; Tillman, Ralph D
Subject: RE: Soccer Clubs & (2002) Concept Approval

Thank you.

- a) \$1,000,000.00 liability is required.
- b) The local Brentwood Community does not object. Their children used the field for their softball games.
- c) Veterans have priority for use of the field

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

From: Adams, Joan (VHACO)
Sent: Thursday, September 26, 2002 8:35 AM
To: Castillo, Theresa M.
Cc: Sherman, Anthony
Subject: FW: Soccer Clubs & (2002) Concept Approval

You are PROVISIONALLY authorized to proceed provided you comply with the GC's direction (below). Please email me a copy of the signed agreement once your local regional counsel has reviewed. Good Luck.

Capital Asset Management & Planning Service (182C))
VHA Office of Facilities Management
Telephone: 202 - [REDACTED]

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

From: Grabelle, Paul
Sent: Thursday, September 26, 2002 11:07 AM
To: Adams, Joan (VHACO)
Subject: RE: Soccer Clubs & (2002) Concept Approval

I concur as long as VA is adequately protected against claims for injury (club has insurance) and use of the field does not create an interference with veteran use and does not create a noise or other nuisance in the surrounding neighborhoods.

-----Original Message----- **[Grabelle, Paul] Paul Grabelle**

Contract Attorney
Office of General Counsel (025C)
United States Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, D.C. 20420
202-273-9224

From: Adams, Joan (VHACO)
Sent: Thursday, September 26, 2002 11:06 AM
To: Grabelle, Paul
Subject: FW: Soccer Clubs & (2002) Concept Approval

This time I went back to original in case double forwarding is a problem...thanks

Capital Asset Management & Planning Service (182C))
VHA Office of Facilities Management
Telephone: 202 - [REDACTED]

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

From: Castillo, Theresa M.
Sent: Friday, September 20, 2002 10:50 PM
To: Adams, Joan (VHACO)
Cc: Tillman, Ralph D; Wilson, Jon
Subject: Soccer Clubs & (2002) Concept Approval

Asset Management, GLAHS, requests Concept approval for use of MacArthur Field and Parking Lot #38. Thank you.

<< File: Soccer Memo for Concept Approval.doc >>
Outline.doc >>

<< File: Soccer Clubs Concept Paper

Powell, Barbara A.

From: Adams, Joan (VHACO) [joan.adams@va.gov]
Sent: Tuesday, June 28, 2005 9:35 AM
To: Powell, Barbara A.
Subject: RE: Concept Approval on MacArthur Field

Congratulations - you are authorized to proceed and pls enter the data in the CAI.

Joan Adams
VHA OFM's CAMPS Office (182C)
202-██████████

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

From: Powell, Barbara A.
Sent: Tuesday, June 28, 2005 12:23 PM
To: Adams, Joan (VHACO)
Subject: Concept Approval on MacArthur Field

Since, we got concept approval in 2002 and this one is not much different except we will be getting more money per year, I feel strongly that it is a sound ESA to go forward with. Therefore, I would like to move on with it and withdraw my request for concept approval.

Barbara



Self-Certification Review Checklist Enhanced Sharing Contracts

Contract Number: V691S-5272

Sharing Partner Name: Westside Breakers/Galaxy Alliance Soccer Club

Contract Amount: \$45,000/year

Contract Type: Enhanced Sharing Agreement – Mac Arthur Field

Reviewed by: Ralph D. Tillman, Director of Asset Management

Signature/Date: 6/2/06

Item	Yes	No	N/A	Comments
Is a copy of the executed contract available in the contract file?	X			
Does the contract include the following terms: <ul style="list-style-type: none"> The ability to cancel/amend the contract if the terms result in VA failing to meet requirements of law. The time period covered by the contract. The liability assumed by VA for failure to perform. Other terms such as quantities, deadlines, quality issues, hours of operation, manpower commitments and ability to deliver services as required? If the contract is for the use of equipment, does it address the responsibility for equipment maintenance or loss? 	X			
Is concept approval from VACO Rapid Response Team documented in the contract file?		X		
Is the contract for the sale of VA inpatient services for non-veterans? If so, was the permission of the Undersecretary for Health and Secretary of the VA obtained and documented the contract file?		X		
Is the basis of pricing included in the contract file?	X			Cost comparison with other land use agreements
Does documentation exist to support local market rates assessment?		X		

Self Certification Review Checklist
Enhanced Sharing Contracts

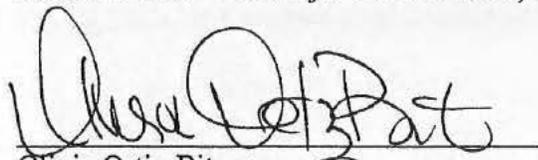
Item	Yes	No	N/A	Comments
Does the contract recover full cost?	X			
Is the full cost data included in the contract file?	X			
What is the source of cost information used for pricing?				
If full cost is not recovered, what cost components are excluded from pricing consideration?			X	
What is the justification for not recovering full cost? <ul style="list-style-type: none"> • The services or goods are being sold to maintain essential clinical skills or to continue programs essential to the veteran population. • Prices are set by law or executive order and are not based on full cost or market price • Other 			X	
Is the market price being charged? If so: <ul style="list-style-type: none"> • Was the justification for using market price fully documented in the contract file? • Does the contract recover at least the local direct costs, i.e., fixed direct variable supply and variable labor costs? 	X	X		
Is the Regional Counsel's approval documented in the file? If yes, review the results.		X		
What is the composition of the business team?				OAM, Facilities/Engineering
Does the contract file contain a written recommendation from the Business Team to the VISN or Medical Center Director on whether to sell the resources and that the proposal meets the provisions of laws, regulations and policies?		X		
If the contract value is more than \$500,000, was the General Counsel's approval obtained?			X	
Are the services of the veterans in the Compensated Work Therapy (CWT) Program used in performance of this contract? If so, was the CWT Program reimbursed for the Veterans' time?	X X			
Does the contract file contain a copy of the marketing plan?		X		
Was the contract revenue recorded in the general ledger?	X			
Can revenue be tracked back to the specific products sold?	X			

Self Certification Review Checklist
Enhanced Sharing Contracts

Item	Yes	No	N/A	Comments
What billing and collection procedures were used?				Asset Mgmt Office procedures
What systems are used to record accounts receivable?				Recurring Alternative Revenue Report, Quick Books
Are provisions made for uncollectible accounts?	X			
Is the debtor being provided with due process notification?	X			

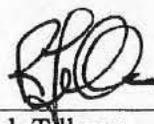
**Certification of Compliance with Federal and VA Pricing Guidelines for VHA
Enhanced Health Care Sharing Contracts**

I, Olivia Ortiz-Bitner, Chief Financial Officer, certify that the pricing policies for the VA Greater Los Angeles Healthcare System materially comply/ do not comply VHA Directive 97-015, *Enhanced Health Care Resources Sharing Authority* and OMB Circular A-25, *User Charges*, and the Chief Financial Officers Act of 1990 (P.L. 101-576) (CFO Act). I further certify that I have reviewed and understand how these authorities apply to Enhanced Health Care Sharing contracts entered into by this facility. Instances where this facility does not comply with Federal and VA pricing policies are disclosed under the certification for compliance with the Statement of Federal Accounting Standards Nos. 4 and 7 (see *OF Bulletin 01GC2.03, Self-Certification Compliance with Statement of Accounting Standards Nos. 4 and 7 for VHA Stations*).



Olivia Ortiz-Bitner
Chief Financial Officer
VA Greater Los Angeles Healthcare System
310-478-3711 [REDACTED]

4/25/07
Date



Ralph Tillman
Director, Asset Management
VA Greater Los Angeles Healthcare System
310-[REDACTED]

4/5/07
Date

Memorandum

Date: April 10, 2009
From: Associate Chief, Asset Management (10A5)
Subj: MacArthur Field Concept Paper
To: Acting Director (00)
Thru: Associate Director for Administration and Support (10A2)

1. The enclosed concept paper requires the approval of the Director.
2. This concept is for a renewal of an existing agreement with a youth sports organization for the use and maintenance of MacArthur Field to facilitate a youth soccer league as well as the use of parking spaces in Lot #38 for participants and spectators.
3. The term of the agreement is twelve (12) months.
4. Should you have further questions, please contact me directly at extension 48334.

Jeff Blake
for Jeff Blake

Attachments

Approve / ~~Disapprove~~

Lynn Carrier
Lynn Carrier
Associate Director

Approve / ~~Disapprove~~

Donna M. Beiter
Donna M. Beiter, R.N., M.S.N.
Director

Seifert, Karen P. (CIV)

From: Esparza, Braulio <Braulio.Esparza@va.gov>
Sent: Friday, July 17, 2009 1:05 PM
To: Tillman, Ralph D
Cc: Blake, Jeffrey; Esparza, Braulio
Subject: FW: Sharing Agreement approval request-
Attachments: Scan001.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Ralph,

As per your request, please read below e-mail with Joan's and Leadership's approval for MacArthur field Enhanced Sharing Agreement, and above attachment with Concept Approval and Insurance documents. Upon signage date of new sharing agreement, a new one (1) year insurance policy will be issue by Sharing Partner showing signature block date. Thanks.

Braulio E.
Asset Manager
VA Greater Los Angeles Healthcare System
Office of Public and Consumer Affairs
(310) [REDACTED]

From: Liguoro, Joan
Sent: Monday, July 06, 2009 11:48 AM
To: Esparza, Braulio
Subject: RE: Sharing Agreement approval request-

Looks good. Thanks for making the changes. Approved. Joan

Joan L. Liguoro
Staff Attorney
Office of Regional Counsel (02)
11000 Wilshire Blvd.
Los Angeles, CA 90024
Phone: 310.2 [REDACTED]
Fax: 310.268.4596

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From: Esparza, Braulio
Sent: Monday, July 06, 2009 10:38 AM
To: Liguoro, Joan
Cc: Esparza, Braulio
Subject: Sharing Agreement approval request-

Hi Joan,

Joan, thanks for all of your help on this agreement. Listen, I followed your comments on this agreement and made necessary corrections were they needed to be made; however, there was an item on the last bullet on page 10 to be précised of which I revised. Please see above attachment and let me know if this is a position technically and legally viable for the VA on this agreement.

Please let me know if I have LC approval to move on with this ESA.

Again, thanks for your assistance in this matter.

Braulio E.
Asset Manager
VA Greater Los Angeles Healthcare System
Office of Public and Consumer Affairs
(310 [REDACTED])



Memorandum

Date: August 10, 2010
From: Chief, Communications and External Affairs (00PA)
Subj: MacArthur Field Concept Paper
To: Director (00)
Thru: Associate Director for Administration and Support (10A2)

1. The enclosed concept paper requires the approval of the Director.
2. This concept is for a renewal of an existing agreement with a youth sports organization for the use and maintenance of MacArthur Field to facilitate a youth soccer league as well as the use of parking spaces in Lot #38 for participants and spectators.
3. The term of the agreement is sixteen (16) months.
4. Should you have further questions, please contact Braulio Esparza at extension 83789.

Ralph D. Tillman
Chief, Communications and External Affairs

Attachments

~~Approve / Disapprove~~

~~Approve / Disapprove~~

Lynn Carrier
Associate Director

Donna M. Beiter, R.N., M.S.N.
Director

II.J.3.
EXECUTED AGREEMENT



Department of Veterans Affairs Greater Los Angeles Healthcare System Enhanced Sharing Agreement

Statement of Work and Attachments "A", "B", "C", "D" and "E" are made part of this agreement.

1. **Sharing Agreement:** This contract #V691S-5309 is a Sharing Agreement pursuant to Title 38 U.S.C. Section 8153.

This Agreement provides for the use of VA Greater Los Angeles Healthcare System, (VA GLAHS), WLA MacArthur Field. The terms of the Agreement are as follows:

A. Parties: Westside Breakers Soccer Club referred to as "Sharing Partner" and the Department of Veterans Affairs, VA Greater Los Angeles Healthcare System (GLAHS).

B. Purpose: To provide a location for the Soccer Club to practice and schedule soccer games.

C. Resources to be Shared: Locations as described in Attachment "A".

D. Period of Performance: Sixteen (16) months from the date of signature in Sharing Agreement.

E. Pricing and Payment Terms: As mutually negotiated and agreed upon as described in Attachment "B".

F. Payment: \$80,000.00 (See Attachment "B")

Fees: The Sharing Partner shall make all payment(s) payable to **Department of Veterans Affairs – Agent Cashier**, referencing this Enhanced Sharing Agreement (ESA) number. The Sharing Partner shall submit said payment(s) as mutually negotiated and agreed. All payment(s) will be paid in advance, due on the 1st of each month, and will be considered late if not received by the close of business on the 5th of each month. A late fee of one percent (1%) shall be assessed for all late monthly payments. Payment(s) shall be in the form of a **certified or cashier's check, bank draft, or US Post Office money order** and delivered to the address stated below:

**Department of Veterans Affairs
VA Greater Los Angeles Healthcare System
Attention: Asset Management
11301 Wilshire Blvd.
Building #220, Room #224
Los Angeles, CA 90073**

G. Security Deposit: A onetime security deposit of two thousand five hundred dollars (\$2,500.00) is required for use of VA facilities/grounds. A walk through inspection of the facilities will be conducted following the term to assess any damages. Upon VA determination of the condition of the facilities/grounds utilized, the security deposit will be refunded at the conclusion of the terms of this agreement, as deemed appropriate by the VA.

H. Authorization to Act on Behalf of the VA Greater Los Angeles Healthcare System, West Los Angeles: The Contracting Officer (hereinafter: "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, direction, work and money. The CO shall give all directions under these areas. This agreement may not be modified without the consent of the CO.

I. Restrictions: The Department of Veterans Affairs (hereinafter: "DVA") prohibits the use of the Shared Property for the purpose of carnivals (i.e., amusement rides of any kind and animal display/acts). The DVA, GLAHS, prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA, GLAHS has been obtained and such approval is incorporated into this contract. The DVA, GLAHS prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as VAPD, LAPD or LA County Sheriff. No pyrotechnics (explosive devices, smokescreens, etc.) will be permitted on Government property. No tobacco smoking is permitted in Government buildings. The sale or consumption of alcohol on the Shared Property is strictly prohibited. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors, and employees is MANDATORY.

J. Security: The DVA, GLAHS shall provide security, and may patrol the shared property. Random inspections by the CO, the CO's Technical Representative (hereinafter: "COTR") or VA Security Police may be conducted during the Period of Performance. In the case of emergency, the CO, the COTR, and/or VA Security Police may enter the Shared Property without prior notice to the Sharing Partner. Should other security arrangements be necessary, this contract will specify such arrangements.

K. Maintenance: The Sharing Partner shall maintain the contracted areas in an "Equal To" or "Better Than" condition on a weekly or as needed basis. Sharing Partner general maintenance shall be limited mowing and re-seeding and shall be coordinated with GLAHS for informational purposes only. There will be no major upgrades to the field done by the sharing partner during this contracted period of time unless authorized by VA GLAHS.

Utilities: Sharing Partner shall be allowed to install temporary lighting with power supplied by their own generators. Watering of the field shall be coordinated between the VA representatives and the Sharing Partner's representative and other contracted users.

L. Insurance: Sharing Partner shall furnish, at its own expense, original certificates of insurance to the DVA, five (5) days prior to the use of the Shared Property. The term of the insurance, and successor policies, must in the aggregate be for the duration of the Period of Performance covered by this Sharing Agreement.

1. Types and Limits of Insurance

The following types and limits of insurance are required:

- a. Comprehensive or commercial general liability insurance to include the following coverage's: premise/operations, products/completed operation (when applicable), contractual personal injury, broad form property damage, with limits of not less than One Million Dollars, (\$1,000,000.00) combined single limit for bodily injury and property damage.
- b. Workers Compensation Insurance and Employer's Liability Insurance, as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident.
- c. Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury and property damage, including coverage of owned, non-owned and hired vehicles, including loading and unloading operations.
- d. The DVA may require other insurance coverage deemed appropriate for a specific event.
- e. The CO or his or her designee is hereby authorized to reduce the requirements set forth herein in the event that they determine that (i) such reduction does not unduly diminish protection of the DVA or its assets, or (ii) the requirement of these coverage's would impose an unreasonable financial burden upon the Sharing Partner. Such reduction shall not be binding unless in writing and signed by the CO or his or her designee.

2. Coverage

- a. The DVA, its boards and commissions, officers, agents, employees and volunteers must be named as additional insured's and are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Sharing Partner; products and completed operations of the Sharing Partner, and premises owned or used by the Sharing Partner. The coverage

shall contain no special limitations on the scope of protection afforded to the DVA, its boards and commissions, officers, agents, employees and volunteers.

- b. Sharing Partner's insurance coverage shall be primary insurance as respects the DVA, its boards and commissions, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the DVA, its boards and commissions, officers, agents, employees and volunteers shall be in excess of Sharing Partner's insurance and shall not contribute with it.
- c. Coverage shall state that Sharing Partner's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the DVA.
- e. Sharing Partner shall include each of its authorized users as insureds under the policies of insurance required, or alternatively shall provide to the DVA certificates of insurance and binding endorsements evidencing satisfactory compliance by each subcontractor with insurance requirements state herein.

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

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

4. Acceptability of Insurers:

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

5. Remedies for Breach of Insurance Requirements

If Sharing Partner, for any reason, fails to obtain within ninety (90) days and to maintain insurance coverage which is require pursuant to this Section, the same shall be deemed a material breach of contract. The DVA, at its sole option exercisable any time after Sharing Partner's failure to cure said breach within thirty (30) days after receiving written notice thereof, may terminate this Agreement and obtain damages, if any, from the Sharing Partner resulting from said breach.

M. Condition at Expiration: Sharing Partner will ensure Shared Property is restored to preexisting conditions (fair wear and/or tear excepted) at expiration of performance. The Sharing Partner shall be responsible for all damages to VA property, including without limitation the Shared Property, caused by its gross negligence or willful misconduct and any repairs, if necessary, shall be at the expense of Sharing Partner.

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

A. Relationship. The relationship of the parties is not and shall not be construed or interpreted to be a partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship. Nothing contained herein shall be construed as an employment relationship or partnership between the DVA and Sharing Partner.

B. Termination. Either Party may terminate this Contract for convenience by giving the other party **30 days** prior written notice. In the event of termination, the Sharing Partner shall be responsible for payment for all services rendered VA prior to the effective date of termination. In the event that this termination clause is exercised, each party will bear its own costs associated with the termination and will not seek damages or compensation from the other party caused by the termination, *except that in the case of termination by the VA (other than as provided for in subparagraphs (i), (ii) or (iii) below), Sharing Partner shall be entitled to receive from the VA concurrently with such termination the unamortized value of the capital improvements made, if any, by the Sharing Partner to the Shared Property (the "Capital Improvements") in accordance with the amortization schedule set forth in Attachment "B" of this Sharing Agreement, provided Congress appropriates necessary funding to reimburse Sharing Partner. The VA does not guarantee Congress will appropriate additional funding if necessary.* The DVA may terminate this Contract for the following additional reasons:

- (i) Termination for cause. The DVA may terminate this Contract, or any part hereof, for cause in the event of any material default by the Sharing Partner, or if the Sharing Partner fails to provide the VA, upon written request, with adequate assurances of future performance, by giving at least **30 days** prior written notice. In the event of termination for cause, the Sharing Partner shall be liable to the DVA for any and all rights and remedies provided by law. If it is determined that the DVA improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.
- (ii) This agreement may be unilaterally terminated by DVA if continued use of the Shared Property under this Agreement would limit the Secretary's implementation of the CARES initiative or a Master Plan which may be hereafter prepared pursuant to an Act of Congress. Such termination shall be at no cost to DVA.
- (iii) The DVA reserves the right to unilaterally terminate this agreement immediately and without cost to DVA if Sharing Partner has caused Government owned assets or the public to be endangered.
- (iv) Suspension of Performance. This Sharing Agreement can be suspended by DVA within 12 hours notice at any time should it

be necessary in the event of a Federal emergency or other disaster affecting the operation of the Federal Government, without cost liability assessed the Government. Performance will be permitted to continue upon cancellation of the suspension following stabilization of the emergency or other disaster. Rental obligations shall be abated entirely if suspension of performance lasts more than 24 hours until such time that performance is restored.

C. Modification: This Contract may need to be modified during the Period of Performance. All modifications shall be in writing and, except for termination, have the written consent of both parties.

D. Governing Law: This Contract shall be governed, construed, and enforced in accordance with Federal law.

E. Disputes: All disputes arising under or relating to this Contract shall be resolved in accordance with this Section.

1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract Terms, or other relief, arising or relation to the Contract.
2. Any controversy or claim arising out of or relation to this Contract on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall furnish a written reply on the claim to the Sharing Partner.
3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by arbitration at the Civilian Board of Contract Appeals in accordance with procedures set forth in the Alternative Means of Disputes Resolution, VA Directive 7433, and the Administrative Disputes Resolution Act of 1996, as applicable and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.

F. Use of the VA's Name (Advertising): Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA (Endorsements (advertising) subject to 5 C.F.R. 2635.702).

G. Indemnification: Sharing Partner Shall hold harmless and indemnify the VA from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting form Sharing Partner's wrongful or negligent conduct in the performance of this Contract. Except for damages or injuries resulting or arising from the acts of its officers, agents or its employees properly cognizable under the

Federal Tort Claims Act (28 U.S.C. § 2671-2680), as it may be amended, neither the United States nor the Department shall be responsible for any liability, loss, expense, damage, or cost arising from the provision of these services.

- H. Performance Area Improvements:** No physical improvements or modifications to the Shared Property shall be performed without prior written consent of the CO.
- I. Inspection:** The DVA reserves the right to enter upon the Shared Property for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the DVA. The DVA shall make every effort to not materially interfere with Sharing Partner's performance.
- J. Force Majeure:** Neither the Sharing Partner nor the DVA shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the DVA and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.
- K. Severability:** If any provision of the Agreement is rendered invalid or unenforceable by any law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- L. Notification:** All legal notices to be given by either Party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

VA Contact Person:

VA GLAHS, WLA
Ralph D. Tillman, (691/00)
11301 Wilshire Blvd. Bldg. 220, Rm. 224
Los Angeles CA, 90073
Telephone: (310) [REDACTED]
Facsimile: (310)268-4196

Sharing Partner:

Westside Breakers Soccer Club
c/o Michael Page
1415 Palisades Dr.
Palisades CA, 90272
Telephone: (310) [REDACTED]

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

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

Westside Breakers Soccer Club

By:

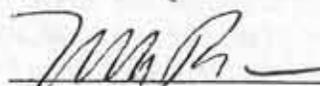


Ralph D. Tillman
Director, Asset Management

8/6/10

Date

By:



Michael Page
Field Space Coordinator

8/6/10

Date

Attachment "A"

(Resources to be shared: Non-exclusive use of Mac Arthur Field)

Place of Contract Performance:

Department of Veterans Affairs
West Los Angeles Healthcare Center
11301 Wilshire Blvd. Los Angeles, CA 90073

Location and Time of Performance:

MacArthur Field and Lot #38 from **August 06, 2010 to December 07, 2011.**

- **May 13, 2010 through May 31, 2011:**

Monday – Friday 1:30 p.m. to 9:00 p.m.
Saturday and Sunday: 7:00 a.m. to 6 p.m.

May 31, 2011 through July 14, 2011 (Field will not be used, but it will be kept vacant for upgrading and maintenance)

- **July 14, 2011 through September 01, 2011:**

Monday – Sunday 8:30 a.m. to 9:00 p.m.

- **September 01, 2011 through December 14, 2011:**

Monday – Friday 1:30 p.m. to 9:00 p.m.
Saturday and Sunday: 7:00 a.m. to 6 p.m.

Miscellaneous:

Field maintenance (as permitted by VA) and related maintenance expenses shall be coordinated and agreed between contracted users of the field.

- A 48-hr notice shall be provided to Sharing Partner in the event a VA Veterans' group, VA employees, VA facilities management, film studios, or Veteran Service Organization wishes to use the field during the Sharing Partner's contracted period.
- Sharing Partners shall be allowed to store their soccer equipment in the caged area of the field.
- Sharing Partners shall provide their own means of trash disposal and shall be permitted to dump their trash in the bin adjacent to Bldg #205.
- Additional sprinkler heads shall be installed with VA approval only. Sprinkler valve pressure is to be controlled by VA GLAHS grounds personnel and the Sharing Partner is to comply with their requests to ensure the sprinkler system is maintained. If the Sharing Partner needs to make adjustments to any component of the field they are to

do so only after receiving the approval of VA Grounds Maintenance.

- The VA shall not be responsible for security, maintenance of the team's lighting, generators, equipment etc.
- Sharing Partners shall be permitted to leave the goals on the field.
- Inclement Weather: In the event of inclement weather, the VA grounds foreman shall determine use of the field. The Sharing Partners shall be notified by 11:00 a.m. The VA shall also make subsequent days use with notice to the Sharing Partners by 11:00 a.m. of each day. The VA shall keep a record of non-practice, unused days, with a fee adjustment at the conclusion of the contracted period, October 31, 2012. The VA shall monitor watering of the field. Sharing Partner shall notify of any unused days due to maintenance to the field.
- Sharing Partners shall, at all times, maintain the safety of the participants.
- Sharing Partners shall provide traffic assistance; crowd control. The Sharing Partners shall be responsible for participant vehicles parked in and around PL 38. VA reserves the right to use PL 38 and surrounding parking areas adjacent to the MacArthur Field in the event there is a VA sanctioned event with at least a 24 hours advance notice.
- Sharing Partners shall comply with DVA signage policy as indicated on Attachment "D".
- Smoking is prohibited in or around event sites. There are designated smoking shelters located throughout the VA grounds.
- Sharing Partners shall be allowed to place portable bathroom facilities at the field.
- Sharing Partners agrees to allow *The Galaxy Alliance Soccer Club, Region 69 AYSO* and *Stephen S. Wise Temple (Milken Community H.S.)* make use of the field with prior approval by the VA and for purposes consistent with the agreed-to use by Sharing Partners. All terms and conditions shall apply and remain in force and are part of this agreement.

Attachment "B"

(Fees for contracted period 2010-2011 Land Use Fees for MacArthur Field)

\$5,000 per month x 16 months x 3% annual CPI	\$82,400.00
Security Deposit	+ <u>\$ 2,500.00</u>
 SUBTOTAL DUE	\$84,900.00
 McArthur Field Maintenance credit + CPI credit	- <u>\$ 7,956.75</u>
TOTAL DUE	\$76,943.25

SECURITY DEPOSIT PAYMENT MUST NOT EXPIRE PRIOR TO EXPIRATION OF PERFORMANCE PERIOD FOR THIS AGREEMENT.

Attachment "C"

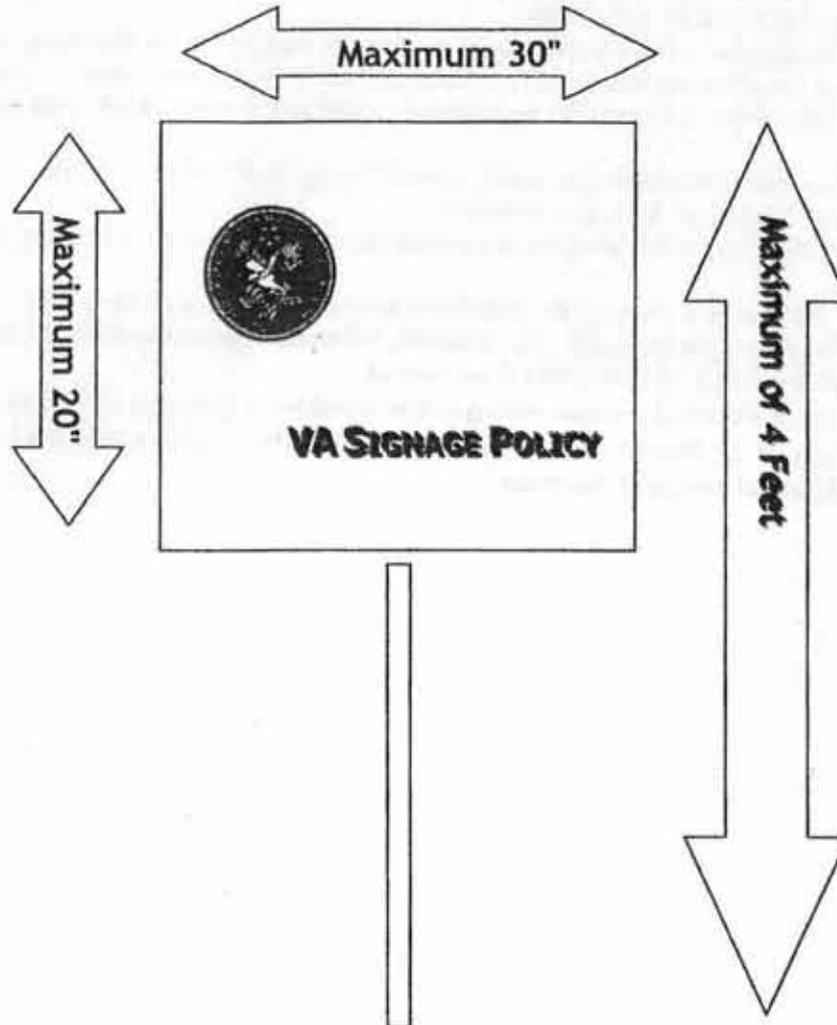
Proposed improvements to the MacArthur Field by the Sharing Partner

- Spray the field to kill the existing grass.
- Tear out the grass and level the field.
- Remove the staircase and grade the embankment on the East side of the field (near the main gate) to about 10 feet of the existing fence (no closer) and sod/grass the area (currently just weeds).
- Remove the concrete in front of the bandstand structure so it is even with the path from the entrance.
- Install a new sprinkler system that would connect directly to the main water line.
- Sod the entire field with Bermuda grass/sod.
- Add a gate/fence to the far side of the field (near the softball backstop) to keep trespassers off the field.
- Remodel the bathroom (keeping the same basic footprint) but add a dividing wall to make separate boys and girls restrooms. As discussed, additional approvals/permits are not needed as long as the building's same footprint is maintained.
- Laying down electrical conduit wiring in the sprinkler trenches in case there is an opportunity in the future to add permanent lighting (the conduit would not be connected to any electrical source at this point).



Attachment "D"

Sign Posting for Special Events



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

Banners shall be 60" x 204".

Event signage shall flank any existing DVA sign by at least 24 inches. Never place event signage in front of any existing DVA signs! NEVER ATTACH SIGNS TO VA FENCING!

Attachment "E"

Motor Vehicle Traffic and Parking Policy

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

GLA POLICY

MAY 2004

00-10A-07B-03

1. **PURPOSE:** The purpose of this policy is to establish a policy governing parking, traffic control and regulations on VA Greater Los Angeles Healthcare System (GLA) grounds.
2. **POLICY:** It is the policy of GLA to provide parking space for patients, visitors, volunteers, and employees within the criteria established by the Department of Veteran Affairs (VA) and consistent with the mission of GLA. Also, it is the policy to establish control and traffic regulations applicable to motor vehicles operated on GLA property. All motor vehicles operated on GLA property must comply with all posted regulations and this Policy. Motor vehicles owned and operated by VA employees on GLA grounds must be registered with the VA Police Service within 24 hours after reporting for duty. The VA is not responsible for damage, theft, etc., to automobiles parked on the grounds. To encourage carpooling as part of a national effort in energy conservation, and the most effective use of motor vehicles, GLA has provided a number of parking areas specifically designated for carpool parking. Operators of all vehicles on the grounds will drive their vehicles in such a manner as to protect all persons and property from damage.
3. **DEFINITIONS:**
 - A. Proprietary jurisdiction is the term applied in those instances wherein the Federal Government has acquired some right or title in an area in a State, but has not obtained any measure of the State's authority over the area. In this instance, the State has sole criminal jurisdiction except for all violations of Federal statutes. GLA Community Based Outpatient Clinics fall under proprietary jurisdiction.
 - B. Concurrent jurisdiction is the term applied in those instances wherein the Federal Government has acquired some right or title in an area in a State, and the State has reserved to itself the right to jointly exercise authority with the Federal Government. Specific circumstances of each case and local arrangements determine which entity enforces the law. West Los Angeles Healthcare Center, Los Angeles Ambulatory

Care Center, and Sepulveda Ambulatory Care Center and Nursing Home fall under concurrent jurisdiction.

4. RESPONSIBILITIES:

A. Chief, VA Police Service:

(1) Develop traffic, parking control and vehicle registration system for the facility. The VA Police will issue vehicle registration decals and enforce traffic and parking regulations.

(2) Will ensure roadways and parking areas are posted with signs clearly designating speed limits, time limits, reserved/restricted spaces, and enforcement methods in use.

B. Associate Director, Primary and Ambulatory Care Service will instruct prospective inpatients to the Nursing Home Care Unit and Inpatient Care Wards that there is no on station long-term parking. If, at any time, a patient must leave his/her vehicle overnight on the grounds during his/her stay at the facility, or subsequent transfer to another VA facility, the patient may be advised to park the vehicle in a specific parking lot. VA Police may assist in moving the vehicle to that lot. In the event of a scheduled transfer to another VA facility, every effort will be made to have the patient relocate the vehicle to the receiving facility or off VA property.

C. Chief, Human Resources Management (HR) will inform new employees where and how to register their vehicles(s).

D. Directors of their respective facilities, with the assistance of the Chief, VA Police Service, will ensure compliance with this policy to the extent it is applicable to that facility.

E. Department Chiefs will encourage employees to register their vehicles with the VA Police and display the decal in conformance with policy and will ensure their employees are familiar with the requirements of this policy.

F. Employees shall conform to the posted restrictive signs on the grounds and to the regulations (VAR 1.218) posted in the lobbies of all main facility buildings.

G. Employee Ridesharing Committee Chairperson will maintain a list of rideshare employees and will issue car/van pool decals accordingly.

5. PROCEDURES:

A. ENFORCEMENT:

(1) The VA Police is empowered to enforce State and Federal laws, and applicable VA Regulations, CFR 1.218, concerning the operation and parking of motor vehicles on government property.

(2) Except for parking of vehicles in designated fire lanes, emergency vehicle areas and other essential lanes, a "Courtesy Violation Notice" (if vehicle is registered with GLA) will be issued for the first and second offense within a one-year period which conforms to the AFGE Union Agreement. Unregistered vehicles are not protected by this (AFGE Union) clause,

and the Police Officer's discretion will prevail. A "U.S. District Court Violation Notice" will be issued for third and subsequent offenses, with appropriate fines.

(3) Information relevant to the issuance of courtesy citations will be forwarded to the appropriate Department for their action.

(4) Counseling letters may be issued through Department Chiefs for their employees who violate traffic and parking regulations.

(5) Persons failing to comply with verbal instructions given by a VA Police Officer will be subject to issuance of a "U.S. District Court Violation Notice".

(6) Any person receiving a "Courtesy Violation Notice" or a "U.S. District Court Violation Notice" is required to comply with the instructions contained on the citation, at the time of issuance.

(7) Specific traffic offenses committed at GLA facilities that require mandatory appearances before the U.S. Magistrate are subject to legal enforcement as prescribed by law.

(8) Any other violation of posted parking restrictions or moving violations, which are in contradiction with the GLA Policy, as provided in the enabling legislation passed by the Congress of the United States and signed by the President, will result in the issuance of a "U.S. District Court Violation Notice".

(9) All vehicles parked illegally, or for more than 24 hours on GLA grounds, are subject to removal by towing and all costs will be the responsibility of the owner or driver of the motor vehicle.

(10) The enforcement of parking regulations will be consistent.

B. REGISTRATION:

(1) All privately owned motor vehicles and motorcycles belonging to GLA personnel, and to persons occupying consulting positions within GLA, will be registered through the VA Police Service.

(2) Request for cardkeys and/or decals for personnel authorized for consideration of restricted area(s) will be submitted by memorandum, through their respective Department Chief, to the Chief of Police for recommended approval or disapproval.

(3) Upon issuance, the decal will be displayed on the right rear bumper or window of the vehicle, or front fender of the motorcycle for those vehicles registered at the West Los Angeles Healthcare Center. The decal will be displayed on the left front window of vehicles registered at Sepulveda Ambulatory Care Center. The decal will be displayed on the left rear window of the vehicle for those vehicles registered at Los Angeles Ambulatory Care Center. The decal must be visible at all times. Failure to properly display the decal may result in that vehicle being barred from GLA property.

(4) Changes in vehicles or license plates require re-registration with VA Police Service.

(5) GLA decals are the property of GLA. Return of decal and cardkey is required prior to termination of employment when clearing from GLA.

(6) HR is responsible for providing new employees with instructions and procedures for registering their vehicle(s) and directions to the different parking locations for employees.

(7) Registration is accomplished by completing VA Form 10-6196, Privately Owned Motor Vehicle Registration, with VA Police during normal administrative hours.

(8) Parking decals are the same in appearance at West Los Angeles Healthcare Center, Sepulveda Ambulatory Care Center, and the Los Angeles Ambulatory Care Center.

C. SITE SPECIFIC PARKING: Site specific parking regulations will be included in Attachment A for the West Los Angeles Healthcare Center, Attachment B for Sepulveda Ambulatory Care Center, and Attachment C for Los Angeles Ambulatory Care Center.

D. POSTED AREAS (HANDICAP, GOVERNMENT VEHICLES AND DIALYSIS):

(1) Unauthorized parking in posted areas is prohibited. Unauthorized employees in these areas will be subject to appropriate citations.

(2) Repeat violators of established parking policy may be denied the privilege of having a vehicle on the grounds or vehicles may be towed by private contractor and stored at the owner's expense.

E. REGULATIONS:

(1) Temporary permits shall be issued by the Chief, VA Police Service or designee, not to exceed one (1) day, to those who have extenuating circumstances and are issued on a case-by-case basis.

(2) Parking is permitted in designated parking lots only. Parking in roadways, fire lanes, ambulance entrances, crosswalks, yellow and red-curbed areas, grassy areas, receiving/delivery/loading areas, etc., is prohibited. Only a VA Police Officer has the authority to park a motor vehicle in these areas.

(3) Motor vehicles operated on GLA grounds must have a current valid state registration and license plates.

(4) Drivers operating motor vehicles or bicycles on Government property are responsible for operating in a safe manner and observing the GLA traffic regulations and the "Rules of the Road", State of California motor vehicle laws.

(5) All unattended motor vehicles and bicycles on this property must be locked.

F. ACCIDENTS:

(1) All accidents involving motor vehicles operated on GLA grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to the VA Police Service.

(2) The VA assumes no responsibility for accidents occurring on Medical Center grounds between privately owned motor vehicles; however, such accidents should be reported to the VA Police Service.

G. CARPOOL:

(1) A carpool consists of two (2) or more GLA employees who work a similar tour of duty, and ride together at least three (3) to five (5) consecutive days each week (approved leave excluded). All carpool requests must be approved by the Chief, VA Police Service or by his/her designee.

(2) Employees, once authorized to participate in the carpool program, must obtain from the VA Police Service, a special decal that must be displayed on the vehicle. Employee(s) must also possess and display on the vehicle the required GLA vehicle decal.

(3) The employees are required to complete the carpool registration forms annually. These forms may be obtained through the carpool coordinator, located at the VA Police Service office.

(4) The driver will provide a listing of all employees (two or more) who are a part of that particular carpool group, including the number of vehicles to be used to carpool.

(5) The Chief, VA Police Service or designee will determine when the parking space is no longer needed.

(6) If all the carpool participants are absent, the driver must park in the regular employees' parking lot.

(7) Carpool parking at Los Angeles Ambulatory Care Center will be addressed in Attachment C.

H. HANDICAP PARKING:

(1) Handicapped persons are defined as those so severely handicapped as to require parking in areas to afford barrier free paths to treatment facilities or the employees' work locations. Employees eligible for "temporary" reserved handicap parking include:

- (a) Those confined to wheelchairs.
- (b) Single or double-lower limb amputees.
- (c) Those with lower limb impairments, which require the use of assist or devices for ambulation.
- (d) Those with medical conditions that severely restrict ambulation.

(2) Any handicapped employee (as defined in paragraphs 1, a, b, c, and d above, who desires reserved parking privileges in a handicap area must meet all required criteria, along with a medical justification from their attending physician. They must then present themselves to the VA Police Service and, if approved, a temporary permit for thirty (30) days will be authorized. If the disability should continue past thirty (30) days, it is incumbent upon the employee to apply for a State of California Handicap placard.

(3) Handicapped parking spaces will be allocated according to VHA Headquarters mandates and will be located closest to treatment areas and employees' work sites accordingly. Under state law, handicapped parking spaces cannot be reserved for a specific category of person, (i.e., employee). Handicapped placards must be predominately displayed within the vehicle.

I. CONTRACTORS/SUBCONTRACTORS:

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

(2) The contractor and subcontractor are issued a "Temporary Parking Authorization" permit from Engineering. This authorization is signed by the Chief, Police Service and expires when the job is completed.

(3) The "Temporary Parking Authorization" permit must be mounted on the front dashboard of the contractor/subcontractor's vehicle. The expiration date is noted on the permit.

J. PARKING OF CAMPERS, TRAILERS, AND MOTOR HOMES ON GLA CONTROLLED PROPERTY:

(1) VA Police Officers, when confronted with a request by a patient/visitor or an employee to park or sleep overnight in a trailer, camper, or motor home at GLA, will inform the requester that such parking is prohibited for safety and liability reasons, unless prior approval is received from the GLA Director or designee.

(2) VA Police Officers will also investigate all trailers, campers, or motor homes found parking on VA grounds after hours or on weekends/holidays. If found to be occupied, inhabitants will be asked to remove their vehicle from the grounds, and should be informed of this policy.

K. TRAFFIC CONTROL:

(1) All vehicles must be registered and operated in accordance with the State of California laws.

(2) All vehicle operators must possess a valid state operator's license and comply with the restrictions thereon.

(3) The speed limit on all GLA roads is 20 MPH at the West Los Angeles Healthcare Center and 15 MPH at the Sepulveda Ambulatory Care Center, unless otherwise posted, and 5 MPH in parking lots. For safety purposes, VA Police may use radar to monitor and enforce vehicle speed rules on station.

(4) Vehicles will be operated on paved roads only. (This does not apply to Government maintenance vehicles being operated in the performance of official duties).

(5) Vehicle operators must be continually on the alert for pedestrians, particularly patients, and be prepared to stop at any time.

6. REFERENCES:

A. MP-1, Part 1, Chapter 37

B. MP-1, Part 1, Chapter 34

C. MP-1, Part 1, Chapter 43

D. MP-1, Part 1, Chapter 2, Section B, Paragraph 16

E. Key Words: Parking Enforcement; Handicap Parking; Traffic Control

7. RESCISSION:

Corporate Policy 00-10A-132-03, dated December 1999, VA Greater Los Angeles Healthcare System.

8. REVIEW DATE: As needed and/or December 2007.

Charles M. Dorman, FACHE
Director

Date

ATTACHMENTS: 1

ATTACHMENT A

00-10A-07B-03

MAY 2004

SEPULVEDA AMBULATORY CARE CENTER, SITE SPECIFIC

Instruct prospective inpatients to the Nursing Home Care Unit that there is no on station, long-term parking. If, at any time, a patient must leave his/her vehicle overnight on the grounds during his/her stay at the facility, or subsequent transfer to another VA facility, the patient will be advised to park the vehicle in lot "X". VA Police may assist in moving the vehicle to that lot. In the event of a scheduled transfer to another VA facility, every effort will be made to have the patient relocate the vehicle to the receiving facility or off VA property.

The following parking decals will be issued at Sepulveda Ambulatory Care Center:

Blue decals will be issued to all employees at the Service Chief's level and above.

Black decals will be issued to volunteers.

Gold decals will be issued to physicians.

II.J.4.
REVENUE REPORT

VA Greater Los Angeles Healthcare System
Asset Management Alternative Revenue Recurring Report
January 1, 2011 to September 1, 2012

<u>Name Account #</u>	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Terms</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
Westside Breakers Soccer Club							0.00
V691S-5272	Invoice	9/19/2011	K108S4N		21,887.80		21,887.80
V691S-5272	Payment	9/19/2011	1120909260			21,887.80	0.00
Total Westside Breakers Soccer Club					21,887.80	21,887.80	0.00

II.K.
WESTSIDE SERVICES

II.K.1.
PROPOSAL DOCUMENTS



DEPARTMENT OF VETERANS AFFAIRS
Network Business Center
5901 East Seventh Street
Long Beach, CA 90822-5201



January 12, 1999

Via Federal Express

In Reply Refer To: NBC/CC

Five Star Parking/Classic Parking
ATTN: Richard Ullman
600 S. Spring St., Suite 1750
Los Angeles, CA 90014

RE: Solicitation No. RFP600-059-99, Operation & Management of Parking

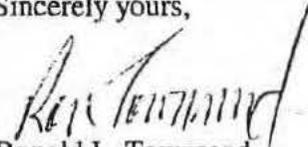
Gentlemen:

On behalf of the VA Greater Los Angeles Healthcare System, we would like to invite your firm to submit a Proposal to this office expressing your interest in being considered for a future contract award for Operation & Management of Parking on the grounds of the VA West Los Angeles Healthcare Center.

The solicitation document is enclosed, and should be self-explanatory. You are requested to thoroughly review the document and compile any questions and/or comments that you may have. You will be given the opportunity to submit those questions/comments to the Government at a Pre-Proposal Conference to be held January 22, 1999 at 9:30AM. The conference will be held in Bldg. #500, Room #6400, at the VA West Los Angeles Healthcare Center, 11301 Wilshire Blvd., Los Angeles, CA 90073. A visit to all potential parking sites will follow the conference.

I can be reached at (562) [REDACTED] should you need to contact me. Thank you for your desire to assist VA in the fulfillment of VA's mission of service to our veterans.

Sincerely yours,


Ronald L. Townsend
Contracting Officer

Enclosure

REQUEST FOR PROPOSAL
RFP 600-059-99

LAND MANAGEMENT VENTURE FOR
"CONTROL AND OPERATION OF PARKING AREAS"
THROUGH THE ENHANCED-USE
SHARING AUTHORITY

FOR: VA WEST LOS ANGELES HEALTHCARE CENTER
11301 WILSHIRE BOULEVARD
LOS ANGELES, CA 90073

Date of Issuance: **January 12, 1999**

Pre-Proposal Conference: **January 22, 1999**

Offer Due Date: **February 11, 1999**

Contracting Officer: **Ronald L. Townsend**
Phone: (562) [REDACTED]
FAX: (562) 494-5828

Submit Offer To: **Network Business Center**
Mail Code (NBC/CC)
Bldg. 149
5901 E. Seventh St.
Long Beach, CA 90822

SOLICITATION INDEX

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SECTION I

GENERAL REQUIREMENTS

A. Purpose: The Department of Veterans Affairs (hereinafter VA) is seeking a firm (hereinafter Operator) to operate and manage certain vehicular Parking areas (specific Lots and grassy areas) on the grounds of the VA West Los Angeles Healthcare Center, 11301 Wilshire Blvd., Los Angeles, CA 90072. For years, the VA has been providing parking space to the community for various events for little or no consideration to VA. The purpose of this solicitation is to place the management of certain underutilized Parking lots/areas in the hands of an outside Operator for generation of an alternative revenue stream to VA for such parking use. Such venture is authorized by Section 301 of Public Law 104-262, Title 38 U.S.C. 8153 (Enhanced Sharing Authority of Health Care Resources).

B. Operation: The selected Operator will be required to develop and utilize a marketing plan in the operation and management of underutilized parking areas for various events and/or other vehicular parking ventures. Such events may be held on the VA grounds with parking provided onsite; other events may be held in the surrounding community with VA grounds only being utilized for parking.

C. Goal: VA's goal is to enter into a sharing agreement with an Operator having the potential to market, operate and manage long-term and/or short-term vehicular parking, providing a revenue stream (parking fees and/or compensation in the form of services) to VA.

D. Outcome: VA shall grant, to the selected Operator, an exclusive Enhanced-Use Land Sharing Agreement for a period not to exceed five (5) years in duration. VA expects to award a one (1) year Base Agreement, with VA having the Option to award four (4) additional one (1) year periods. The resultant Sharing Agreement will incorporate the terms and conditions expressed in Section II (B) of this document.

SECTION I (Cont'd)

GENERAL CONDITIONS

A. General: The parking areas (parking lots and grassy areas) shall be operated in a manner consistent with accepted practice in the general community, and be maintained in a condition equal to or better than the condition prevailing prior to each parking event use. When parking is permitted on grassy areas and such areas are damaged, the areas shall be power tilled/aerated, top dressed and seeded, at Operator expense. VA shall water and monitor the growth of new grass in the areas. Should damage to other VA property occur, Operator shall be responsible to VA to repair such damage as necessary, at Operator expense.

B. Government Approval Rights: VA shall retain, throughout the term of the Agreement, prior approval rights (i.e., purpose of use, type of event, etc.) regarding Operator's proposed activity. The purpose of this requirement is to assist VA in planning for any excessive traffic flow and/or event security that might occur on any particular day that could cause a delay and/or disruption in normal VA Healthcare Center operations and/or patient care activities.

C. Days/Hours of Operation: The Operator shall be required to adhere to the designated availability of each parking area to facilitate parking for events. Such availability is noted for each parking area on **Attachment No. 2**. A layout of the facility grounds is provided via **Attachment No. 6**.

D. Security: Security must be provided in all instances. VA Police will provide such security on an *ad hoc* basis at Operator request and at expense of Operator. Should Operator desire to provide security other than VA Police, it will be noted that VA prohibits the carrying by any means of firearms by any person(s) other than authorized and sworn law enforcement officers, such as officers employed by Los Angeles Police Department or Los Angeles County Sheriff.

E. Attendant Personnel: Because of the unique mission of VA, the Operator will be required to provide the Right of First Refusal towards utilizing the services of veteran patients within the Compensated Work Therapy (CWT) Program to aid Operator in areas such as traffic flow, parking attendants, etc. This program promotes the training and rehabilitation of our patients for potential entry or re-entry into the job market. Utilization of such CWT personnel will be at Operator expense.

SECTION I (Cont'd)

GENERAL CONDITIONS

F. Insurance: Operator shall procure, or cause to be procured by parking patrons, and maintain property and casualty insurance, as well as general liability and property damage, workmen's compensation and all other types of insurance imposed by applicable legal requirements or customarily carried and maintained. Such insurance will be in the amount of \$1,000,000 per occurrence. Proof of such insurance will be furnished upon selected Operator notification by VA that a contract award is imminent. For more information regarding insurance requirements, please refer to Paragraph 1(I) of the Enhanced-Use Sharing Agreement (**Attachment No. 3**).

G. Title to Improvements: VA will retain ownership and all responsibilities of ownership for the parking areas and any improvements made on the land parcel(s) during the term of the Sharing Agreement.

SECTION II

SOLICITATION/EVALUATION/AWARD PROCESS

A. Selection Process: Following the due date for submission of proposals, VA initially will review all submissions for completeness and adherence to the requirements of this Request for Proposal. At the sole discretion of VA, incomplete submissions may either be rejected or returned to the respondent for completion and re-submission.

Complete and acceptable submissions will be reviewed and evaluated by VA, and a "zone of consideration" established. Respondents whose submissions are deemed to be within the zone of consideration may be given the opportunity to make a formal presentation to VA, and engage in discussions regarding their Proposal. Based upon discussions and responses to questions addressed to the respondents, VA may then request "Best and Final" offers. Such Best and Final offers will be treated as firm submissions, in place of or modifying initial offers.

From the zone of consideration, VA intends to select the Operator whose offer best conforms to this Request for Proposal and is considered most advantageous to VA. Offers will be evaluated on the qualifications, experience and financial responsibility of the respondent along with its proposed Operational Plan. VA will select a Preferred Operator whose submission best satisfies all of the following (and addressed in **Attachment No. 1**) evaluation factors, which are ranked in descending order of importance to VA:

- Operator's Qualifications and Experience
- Operator's Plan of Marketing, Control and Management
- Operator's Financial Proposal (Anticipated Revenue Stream to Operator and VA)
- Additional Benefits to VA

VA reserves the right to award as a result of initial offers; to reject any or all offers at any time prior to award; to discuss any submission with the proposed Operator; and waive informalities and minor irregularities in offers received. VA may enter into negotiations on the basis of initial offers received without discussions; therefore initial offers should contain the Operator's best terms. In any and all events, VA shall not be liable for any costs associated with the preparation, clarification or negotiation in response to this Request for Proposal.

This Request for Proposal, the Operator's submission, and any relationship between VA and Operator arising from this Request for Proposal, are subject to the specific limitations, conditions and representations expressed in this Request for Proposal. Any questions regarding conflicts or apparent conflicts or any other substantive matters arising during preparation of the submission should be addressed, in writing, to the Contracting Officer.

SECTION II (Cont'd)

Claims for broker's fees will not be paid by VA. Each respondent shall indemnify and hold VA harmless for all claims, liabilities and costs arising from any person's claim for brokerage commissions, finder's fees or other remuneration based in whole or in part on the presentation of a submission, any negotiations or execution of any agreement.

VA reserves the right to modify and/or suspend any and all aspects of the offering, request additional information, and waive any defects as to form and/or content of the Request for Proposal or any responses submitted.

B. Enhanced-Use Sharing Agreement: Following selection and notification of the Preferred Operator, the parties (VA and Operator) will have thirty (30) calendar days to negotiate, draft and execute an Enhanced-Use Sharing Agreement (See **Attachment No. 3** for sample) for this land use. Should for any reason mutual consent to all terms and conditions of the Enhanced-Use Sharing Agreement not be reached, such negotiations will be terminated. Negotiations will then commence with the proposed Operator having the second ranked offer, and so on until mutually acceptable terms and conditions are agreed.

The Agreement will evidence all decisions mutually reached as to all business terms of the arrangement (fees, monetary consideration, etc.), establish roles and responsibilities of VA and Operator, the manner in which the areas will be operated, maintained and/or improved (if within resultant agreement), and an effective date for commencement of the partnership venture.

C. Site Survey: Potential respondents are responsible to become familiar with the site(s), noting all on-site conditions prior to responding to this Request for Proposal, including, but not limited to, existing site conditions, utilities, vehicular and pedestrian traffic flows and emergency vehicle access. Respondent(s) should also become familiar with the Motor Vehicle Traffic and Parking Policy (**Attachment No. 4**) and the Signage Policy (**Attachment No. 5**) within this document. To assist in site familiarization, the Contracting Officer will chair a Pre-Proposal Conference to explain the requirements and view the sites, as follows:

Date: Friday - January 22, 1999

Time: 9:30 A.M.

Bldg. No. #500

Room No. #6400 (Conference Room)

SECTION II (Cont'd)

D. Submittal Requirements: Proposed Operator's will submit, on or before the due date, a Technical and Cost/Price proposal addressing evaluation factors (See Attachment No. 1). This submittal will be evaluated by VA to determine inclusion in the "zone of consideration", and ultimately the selection of the Preferred Operator.

Attachment Schedule

- Attachment No. 1: Technical and Cost/Price Proposal Content
- Attachment No. 2: Parking Area Designation/Availability
- Attachment No. 3: Enhanced-Use Sharing Agreement (**sample**)
- Attachment No. 4: Motor Vehicle Traffic & Parking Policy
- Attachment No. 5: Signage Policy
- Attachment No. 6: Facility Layout (Map of Grounds)

Attachment No. 1

Offerors must submit an original and five (5) copies of both Technical Proposal and Cost/Price Proposal.

Proposals must be submitted in the following two-part format:
Part I: Technical Proposal
Part II: Cost/Price Proposal

> **Technical Proposal (60% weighted evaluation)**

- Offerors technical proposal must contain at least the following elements in the established format.

Section One: Past Experience

- Complete Name, Address, and Telephone Number of firm submitting offer.
- Name and title of individual(s) authorized to negotiate and execute agreements.
 - Detailed Resume of the Company and all KEY PERSONNEL that would be assigned to the project.
 - References - three to five references of COMPARABLE scope, including complete contact information, (name, title, address, and telephone number).
 - List of prior contracts - five to ten projects of COMPARABLE scope, including complete contact information (name, title, address, telephone number, and contract/agreement number).
 - Demonstrated ability to successfully perform the requirements of this project.
 - Narrative discussion of prior experience/involvement with Government Agencies, (City, County, State, Federal).

Section Two: Marketing Concept

- Narrative approach to marketing the parking areas to both long and short term users
- Substantiated fees proposed to be charged to potential users, per day, per month, etc.
- Types of vehicular parking ventures that offeror feels would work best in the environment
- Realistic projected usage per day, per month, per year, etc.
- Copies of comparable prior print media presentations regarding marketing the venture

Section Three: Financial statements

- Preceding three (3) fiscal years audited financial statements
- Five year business plan

Section Four: Narrative discussion

- Narrative demonstration of the offerors understanding of the requirements of the project.

NOTE: THE FOLLOWING WILL BE UNDER SEPARATE COVER

- > **Cost/Price proposal (40% weighted evaluation)**
- **Offerors cost/price proposal must be submitted in the following format:**

Gross Proceeds Anticipated;
Monthly Rent offered to DVA; and/or
Revenue Sharing to DVA (% of Gross Proceeds);
Additional Benefits to DVA.

Attachment No. 2

**PARKING AREA DESIGNATION/AVAILABILITY
VA WEST LOS ANGELES HEALTHCARE CENTER**

<u>SITE LOCATION</u>	<u>SPACES</u>	<u>AVAILABILITY</u>
PARKING LOT (P1) East of Sawtelle Blvd. North of Ohio Ave. NOTE: Entrance to this lot will be from Sawtelle & Ohio only.	148	Days, Nights & Weekends
PARKING LOT (P3) West of Sawtelle Blvd. South of Bldg. 500 NOTE: Entrance to this lot will be from Sawtelle & Ohio only.	251	<i>Days</i> , Nights, Weekends Only
PARKING LOT (P29) East of Vet Gardens NOTE: Entrance to this lot will be from Constitution only.	740	Days, Nights & Weekends

**ADDITIONAL PARKING
(GRASSY AREAS)**

1) Rear of Bldg. 220, South of Lot (10)	10-12 Acres	Days, Nights & Weekends
2) West of Dowlen Dr. West of Lot (6)	10 Acres	Days, Nights & Weekends
3) Hellman Barn & Gulley, West of Lot (38)	15-20 Acres	Days, Nights & Weekends

NOTE 1: Parking on grassy areas dependent on weather/condition of grounds.

NOTE 2: Days, Nights & Weekends means 24 hrs. per day, 7 days per week, Federal Holidays included.

NOTE 3: Nights and/or Weekends Only means Weeknights (6:00PM – 6:00AM); Weekends (Fridays 6:00PM – Mondays 6:00AM), Federal Holidays included.

**Network Business Center
VA Greater Los Angeles Healthcare System
Enhanced Health Care Resources Sharing Agreement**

1. **Sharing Agreement:** This Contract (V691S-0000) is a Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.

This Contract provides for the use of VA Greater Los Angeles Healthcare System, West Los Angeles building space, land use and/or other resources, as specified in subparagraph 1B below. The terms of the Contract are as follows:

- A. **Parties:** Sharing Partner and VA Greater Los Angeles Healthcare System, West Los Angeles.
- B. **Resources to be shared:** As stated within RFP600-059-99
- C. **Period of Performance:** One Year with four (4) one-year options beginning (Date to be determined at time of contract award)
- D. **Pricing and Payment Terms:** As mutually negotiated and agreed upon and stated in the accepted Cost/Price Proposal from Offeror.

Rent monies and/or Fixed Rate Parking fees will be paid in advance, due on the 1st of each month and will be considered late if not paid by the 10th. All other Revenue Sharing monies will be paid in arrears, due on the 1st of each month and will be considered late if not paid by the 10th. Revenue Sharing monies must be accompanied by supporting documentation.

- E. **Payment:** The Sharing Partner shall make all payments (user fees) payable to VA AGENT CASHIER, VA GREATER LOS ANGELES HEALTHCARE SYSTEM, and shall submit said payment and/or fee (either via U.S. Mail or Hand-carried) as mutually negotiated and agreed following full execution of this Contract. Payment(s) shall be in the form of a certified or cashier's check, bank draft, US Post Office money order or US currency.
- F. **Authorization to Act on Behalf of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES:** The Network Business Center (NBC), Long Beach, CA is the authorized representative of the VA site and has the authority to grant Sharing Partner the permission and rights herein granted. The Contracting Officer (hereinafter: "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, direction, work, and money. The CO shall give all direction for these areas. There will be no decisions on contractual matters involving this Contract without prior consultation with the CO.
- G. **Restriction:** The Department of Veterans Affairs (hereinafter: "DVA") prohibits the use of VA property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts).

The DVA prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA has been obtained and such approval is incorporated into this Contract. The DVA prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY.

- H. **Security:** The DVA shall provide security, and may patrol the performance area. Should other security arrangements be necessary, this Contract will specify such arrangements. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) or VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES Security Police may be conducted during the period of performance.
- I. **Insurance:** Sharing Partner shall furnish, at its own expense, original certificates of insurance to the Department of Veterans Affairs, within ten (10) calendar days following notification that contract award is imminent. Insurance will be maintained throughout the term(s) of the resultant contract.

1. Types and Limits of Insurance

The following types and limits of insurance are required:

- a. Comprehensive or commercial general liability insurance to include the following coverage's; premises/operations, products/completed operations (when applicable), contractual personal injury, broad form property damage, with limits not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.
- b. Workers Compensation Insurance and Employer's Liability Insurance, as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident or occurrence.
- c. Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operations.
- d. The Department of Veterans Affairs may require other insurance coverage deemed appropriate for a specific event.
- e. The Department of Veterans Affairs Contracting Officer or designee is hereby authorized to reduce the requirements set forth herein in the event that they determine that such reduction is in the best interests of the Department of Veterans Affairs. Such reduction shall not be binding unless in writing and signed by the Department of Veterans Affairs Contracting Officer or designee.

2. Coverage

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

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

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

3. Acceptability of Insurers

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

4. Verification of Coverage

Sharing Partner shall furnish the Department of Veterans Affairs with certificates of insurance complying with this Section. The certificates for each policy are to be signed by a

person authorized by that insurer to bind coverage on its behalf. The certificates will be provided to the Department of Veterans Affairs, received and approved by the Contracting Officer within ten (10) calendar days following notification that contract award is imminent.

5. Remedies for Breach of Insurance Requirements

If Sharing Partner, for any reason, fails to maintain insurance coverage, which is required pursuant to this Sharing Agreement, the same shall be deemed a material breach of contract. Department of Veterans Affairs, at its sole option, may terminate this Sharing Agreement and obtain damages from the Sharing Partner resulting from said breach.

J. Sharing Partner will ensure performance area(s) is/are restored to pre-existing conditions (fair wear and/or tear excepted) at expiration of performance. The Sharing Partner shall be responsible for all damages to VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES property caused by their negligence, etc. and any repairs, if necessary, will be at the expense of Sharing Partner.

2. General terms and conditions shall be as follows:

- a. **Relationship:** The relationship of the parties is not and shall not be construed or interpreted to be partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship.
 - b. **Termination and/or Suspension:** Either party may terminate this Contract by giving at least thirty (30) days prior written notice. In the event of termination, the Sharing Partner shall be responsible for payment for all services rendered VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES prior to the effective date of termination. In the event that this termination clause is exercised, each party will bear their own costs associated with the termination and will not seek damages or compensation from the other party caused by the termination.
- **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Sharing Partner, or if the Sharing Partner fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Sharing Partner for any amount for supplies or services not accepted, and the Sharing Partner shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed as termination for convenience.
 - **Suspension of Performance.** This Contract can be suspended by DVA (Network Business Center Contracting Officer) with 24 hours notice at any time should it be necessary in the event of a Federal emergency or other disaster affecting the operation of the Federal government, without cost liability assessed the Government. Performance will be permitted to continue upon cancellation of the suspension following stabilization of the emergency or other disaster.

- The DVA reserves the right to unilaterally terminate this agreement immediately if Sharing Partner has caused Government owned Assets or the public to be endangered.
- c. **Modification:** This Contract may need to be modified during the term. All modifications shall be in writing and, except for termination, have the written consent of both parties.
- d. **Governing Law:** This Contract shall be governed, construed, and enforced in accordance with Federal law.
- e. **Contractor Disputes:** All disputes arising under or relating to this Contract shall be resolved in accordance with this clause
 1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising or relating to the contract.
 2. Any controversy or claim arising out of or relating to this Contract on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall furnish a written reply on the claim to the Sharing Partner.
 3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration at the VA Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgement upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.
- f. **Use of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES's Name (Advertising):** Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA. (Endorsements (advertising) subject to 5 C.F.R. 2635.702)
- g. **Indemnification:** Sharing Partner shall hold harmless and indemnify VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Contract.
- h. **Independent Contractor:** VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES is an independent contractor with respect to the services performed under this Contract. Nothing contained herein shall be construed as an employment relationship or partnership between VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES and Sharing Partner.
- i. **Exercise of Option(s):** In the event DVA desires to exercise an Option to extend the Period of Performance, the DVA Contracting Officer shall notify the Sharing Partner, in writing, of such intent not less than sixty (60) calendar days prior to the expiration of the current Period

of Performance. Following such notification, the Option shall be exercised within the thirty (30) calendar day period prior to expiration of the current Period of Performance.

- j. **Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

VAMC Contact Person

Ronald L. Townsend, Contracting Officer
Network Business Center (NBC/CC)
Bldg. #149
5901 East Seventh Street
Long Beach, CA 90822
Telephone: (562) [REDACTED]
Facsimile: (562) 494-5828

Sharing Partner

Name, Title
Address
City, State, Zip

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

United States of America
Department of Veterans Affairs
VA West Los Angeles Healthcare Center

Sharing Partner

By

By

Ronald L. Townsend
Contracting Officer
Network Business Center

Name
Title
Organization

Date

Date

Attachment No. 4

Motor Vehicle Traffic and Parking Policy

The Sharing Partner and other potential users of the Medical Center grounds for vehicular parking shall ensure adherence to the following motor vehicle and parking policy.

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

6. Specific traffic offenses committed at this health care facility, which require mandatory appearances before the U.S. Magistrate, are subject to legal enforcement as prescribed by law.
 7. Any other violation of posted parking restrictions or moving violations, that are in contradiction with the Medical Center Policy as provided in the enabling legislation passed by the Congress of the United States, and signed by the President, will result in the issuance of a "U.S. District Court Standardized Violation Notice".
 8. All vehicles parked illegally, or for more than 24 hours on the Medical Center grounds, are subject to removal by towing; all costs of which are the responsibility of the owner or driver of the motor vehicle.
- b. Registration:
1. All privately owned motor vehicles and motorcycles belonging to the Medical Center personnel, and to persons occupying consulting positions within the Medical Center, will be registered through the Medical Center Police and Security Department.
- c. General Parking, North of Wilshire:
1. Lots 7,9,16,17,20,22,23,25,26,28,35,39 and 40 have been designated as employee parking lots.
 2. Street parking prohibited except:
 - a. Loading and unloading in front of Buildings 256, 257, and 210, loading dock area of Building 500, where it is posted Government parking. This area will be open parking from 3:00pm - 6:30am. All other times will be for "Government Vehicle" parking only.
 - b. Exception: All parking behind Buildings 300 and 500 loading dock areas will be enforced at all times.
 - c. Vandegrift Avenue and Bonsall Avenue: Parking will be allowed between the hours of 3:00pm and 8:00am, Monday through Friday, and all day Saturday, Sunday, and Holidays.
- d. General Parking, South of Wilshire:
1. Lots 2, 6 and 6A have been designated as employee parking lots.
 2. Parking lots 42 and 43: Employee parking prohibited during the hours of 8:00am and 3:00pm. Swing shift and graveyard personnel are authorized to park in these

lots in non-designated stalls during the period of 3:00pm and 8:00am, and all day Saturdays, Sundays, and Holidays.

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

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

f. Regulations:

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

g. Accidents:

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

h. Contractors/Subcontractors:

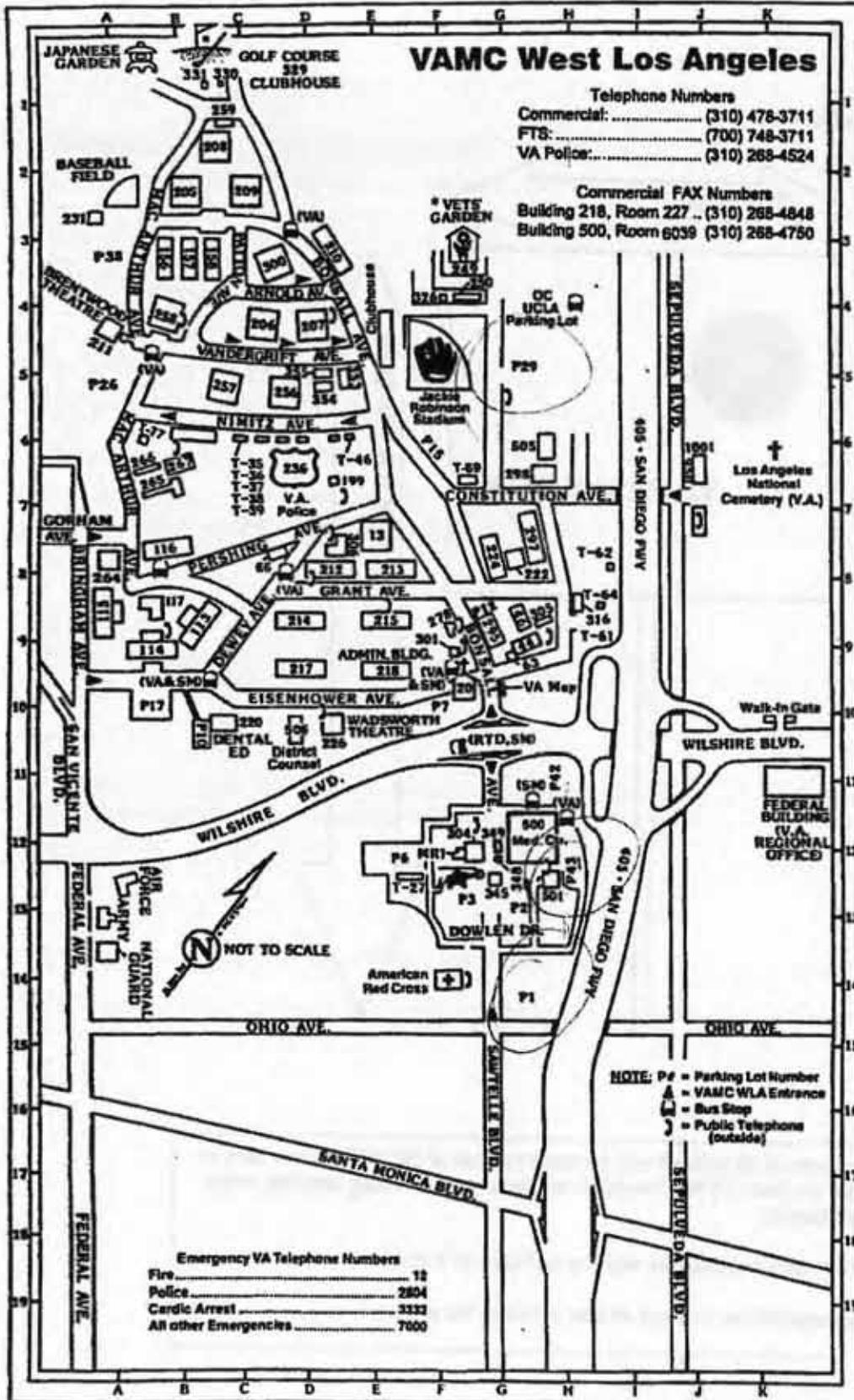
1. Responsibility: It is the responsibility of all contractors and subcontractors to comply with parking regulations and direct orders from Medical Center Police Officers in their duties of directing traffic. Failure to comply could lead to citations and the loss of parking privileges.

2. Procedures:

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

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

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



Telephone Numbers
 Commercial: (310) 478-3711
 FTS: (700) 748-3711
 VA Police: (310) 268-4524

Commercial FAX Numbers
 Building 218, Room 227 .. (310) 268-4848
 Building 500, Room 6039 (310) 268-4760

Emergency VA Telephone Numbers
 Fire 12
 Police 2804
 Cardiac Arrest 3333
 All other Emergencies 7000

NOTE: P# = Parking Lot Number
 A = VAMC WLA Entrance
 B = Bus Stop
 T = Public Telephone (outside)

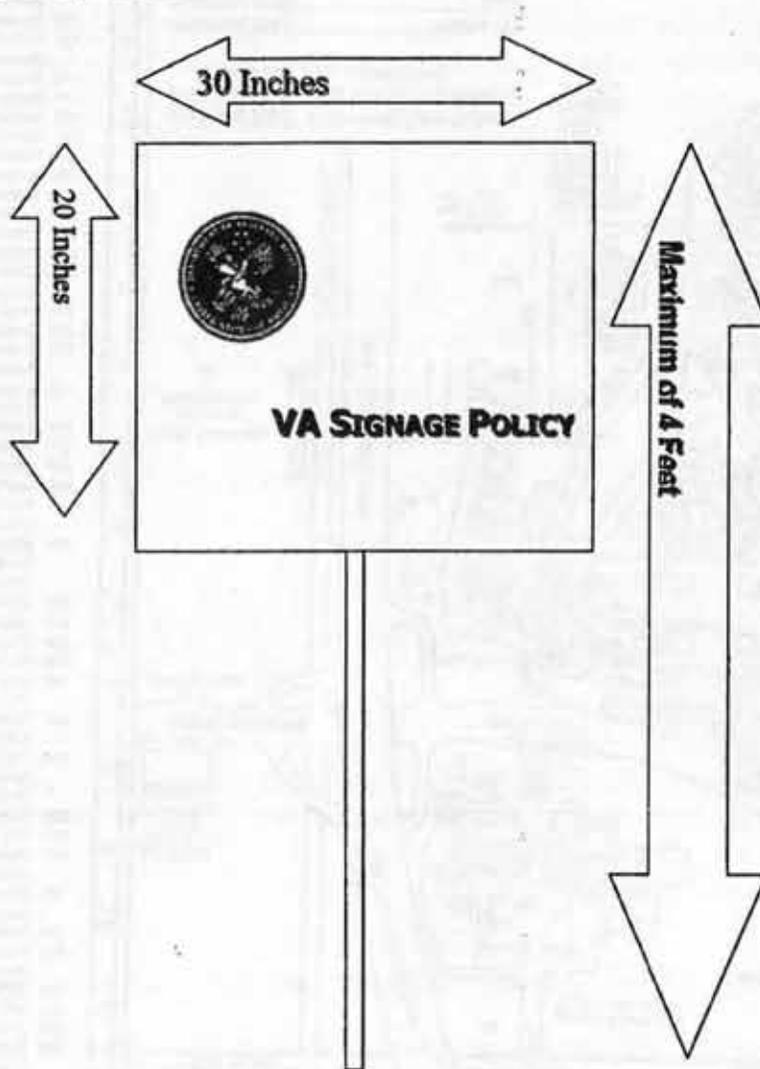
VAMC WLA Facility Index

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205 Recreation, Physical Therapy, Swimming Pool	B-2
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209 Patient Care, Patient Ward, Canteen, Clothes Room	C-2
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214 Domiciliary	D-8
215 Nursing Home Care Unit	E-8
217 Domiciliary	D-9
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222 Mail-out Pharmacy	G-8
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Map developed and photographed by Charlotte Preston
 Illustrated by Katsuchi Doi Medical Media Production Service 8/92

Attachment No. 5

Sign Posting for Special Events



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

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

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

Technical
Proposal

Operation and Management of
Parking/Land Use on the
Grounds of the
VA West Los Angeles
Healthcare Center

In Response to
RFP 600-059-99
Land Management Venture
through the Enhanced Use
Sharing Authority

Ronald L. Townsend
Contracting Officer

Submitted by
WESTSIDE SERVICES

February 11, 1999

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SECTION ONE: PAST EXPERIENCE

CONTACT INFORMATION

The contact information for our organization is:

WESTSIDE SERVICES
270 N. Canon Dr., Suite 1437
Beverly Hills, CA 90210
Phone 310-471-1999
Fax 310-301-6303

WESTSIDE SERVICES is the parent company by which the following are owned:

Malibu Parking
Scott-Westside Limousine
Minuteman Parking

AUTHORIZED INDIVIDUALS

The names and titles of the individuals authorized to negotiate and execute agreements are:

Richard Scott, Senior Manager
David Gallenson, Senior Manager

COMPANY OVERVIEW AND KEY PERSONNEL RESUMES

WESTSIDE SERVICES is composed of three partners who bring the combined experience of more than 40 years in the management and operation of parking, transportation, real estate and marketing services. Each of these senior managers offers expertise in their own field as well as crossover experience in the others.

With a base of operations on the Westside, WESTSIDE SERVICES senior managers have interacted over several years with leading Westside based businesses in the film industry, government agencies, museums, colleges and the local airport and community organizations.

Richard Scott has been in the transportation business of operating Scott-Westside Limousine for 11 years.

David Gallenson has owned and managed several parking lots for restaurant chains operating as Malibu Parking throughout the Malibu area. He developed the idea of the Park and Shuttle to the Malibu Getty Museum as well as the idea of park and shuttle of Getty staff from a nearby parking lot. His experience in creating new markets in real estate is also well known in Santa Monica real estate investment circles.

Christopher Fox has been in the parking business for 10 years, operating as Minuteman Parking with extensive experience in high volume, large scale parking operations.

It is this combination of key personnel that makes WESTSIDE SERVICES perfect for this proposed operation. The three key personnel all carry with them a wealth of experience in each of the fields necessary for the success of this project.

Resume

Richard Scott

EXPERIENCE

- Two years experience in the Marketing Department of Caesars Palace, Las Vegas, Nevada. Assigned to special projects.
- 11 Years experience as the Owner of Scott-Westside Limousine Service, based at the Marina Beach Marriott Hotel, Marina Del Rey. Starting with one vehicle in 1988 this service now operates 12 vehicles with annual gross sales over one million dollars.
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- Operating Westside Park and Shuttle to the new Getty center since opening.

EDUCATION

UCLA Graduate degree in Business Administration, Concentration in Marketing.

Resume

David Gallenson

EXPERIENCE

Parking

Nineteen years experience in the managing and operating parking facilities.

- Owner and Manager of the parking management company known as Malibu Parking. Restaurants managed by Malibu parking include.

- Chart House Malibu (17 year Contract)
 - Chart House Marina Del Rey
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- Developed and marketed the Malibu Parking. Park and Shuttle to the Getty Museum (Malibu Villa), 13 years.
- Park and Shuttle of Getty Staff (Malibu Villa and The Getty Center), 3 years.

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Fourteen years in the sale, leasing, marketing, management, development and formation of limited partnerships for investment.

- Developed and marketed the conversions of:

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 - Apartments to Condominium ("Torca")

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- Total of 10 years in parking management. Responsible for approximately 5000 parking spaces at one time while managing multiple properties.

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WESTSIDE SERVICES senior managers, with more than 40 years of combined experience, bring a range of entrepreneurial, management, operating and marketing experience to this venture that is unique. Our record of effectiveness in developing substantial businesses based on creative concepts and innovative solutions to meet parking and transportation needs as well as to optimize land use provides a bedrock foundation for planning, operating and sound decision making.

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- We have operated with an excellent working relationship with VA police, the Public Affairs Department and Customer Services.
- Our staff has worked alongside VA personnel to coordinate events and help resolve conflicts.
- As a day to day operator at the VA we are well versed on the policies and procedures required to respond to the special needs of the VA and to meet its requirements.
- We understand that the VA facility is first and foremost a Veterans Hospital. We understand that the rights and comfort of the patient are everyone's first concern, and we embrace this principle.
- We have made the park and shuttle services available to the staff of the hospital and our records show that hundreds of staff and patients have benefitted from this service.
- It is with our great pleasure that the \$150,000 in land use fees we have paid will go to help those who have served our country so faithfully.

All of the above were operated as Malibu Parking/Scott Westside Limousine Service.

SECTION TWO: MARKETING CONCEPT

MARKETING – SHORT AND LONG TERM

In marketing the 1139 parking spaces and the raw land/grassy areas WESTSIDE SERVICES will employ a diversified approach. Based on our experience, we believe that it will take more than just a parking operator to fulfill the intentions of this VA project. Marketing experience will be a critical component of this project.

All of the senior management team have been university educated, real world trained and are experienced in marketing. We believe that this knowledge and experience will enable us to provide the Veterans Administration the type of management and marketing needed to make the project a success.

The WESTSIDE SERVICES marketing plan will consist of three marketing phases. This plan is designed to yield maximum revenue generation. The three step approach will consist of the following:

- Short Term Parking and Usage
- Long term Parking and Usage
- Special Events

FEEES TO USERS

WESTSIDE SERVICES will apply the following fee structure to users.

- Special Events \$10.00
- Short Term (Daily) 5.00
- Park and Store 3.00

Long and Short Term Parking and Usage

Park and Shuttle to the Getty Center for Visitors

We currently have a Land Share agreement for 40 spaces at Lot OC29. It is our intention to increase the number of spaces to 60 in March.

Park and Shuttle for Getty Center for Employees

We have had all Getty Employee Park and Shuttle contracts with the Getty Trust for the last 4 years from several different locations.

Park and Shuttle to Westwood Business District for Office/Business Employees

We have had conversations with Westwood chamber of commerce regarding shuttle to and from Westwood business center. The parking problem has always been a discussed.

Park and Shuttle to Brentwood Business District for Office/Business Employees

We have had conversations with the Brentwood Chamber of commerce regarding shuttle to and from Brentwood Business center

Park and Shuttle to UCLA for Employees and Students

The parking problem at UCLA will continues to increase due to the loss of current parking structures due to the removal for future hospital Buildings and Hospital facilities.

Park and Shuttle to Mount Saint Mary's College for Employees and Students

We have had several conversations with Brentwood Homeowners Association regarding shuttle to and from lot OC29 to Mount Saint Mary's for students. The parking and traffic problem has something they have been working on for several months.

Southern California Tour Center

Multiple tour companies have inquired with us regarding the possibility of using Lot OC29 as a central parking and staging area for their Southern California tour operations.

Park and Shuttle to Archer School for Girls for Employees and Students

We have received calls for Bids to organize and operate a Park and Shuttle to Archer School.

Park and Shuttle to Westside Pavilion

The holiday usage of VA parking could be enhanced by offering shuttle service at the same time.

Park and Shuttle to Hollywood Bowl

We have on several occasions operated at a Park and Shuttle for Visitors to the Hollywood Bowl.

Park and Ride for Downtown Commuters

We believe there is a need for a Downtown Park and Ride that is properly marketed.

Park and Fly to LAX

We believe there is a need for a Westside Park and Fly that is properly marketed.

Film and Television Production Filming and Parking

We have several years experience working with location managers at our Malibu locations.

Plus clients and tenants are largely in the entertainment industry. We have great resources in this field to work to be part of the location managers network.

Auto Driving Training Facility

We have shared space with several driving schools over the last year and a half. The usage of OC29 for the schools has been very successful. We feel that this concept could be expanded. Here are several ways.

- Truck / Bus driving School
- Motorcycle driving School
- Police, Fire, Ambulance, FBI

Large and Oversized Vehicle Storage

There is a large demand for open area, large vehicle parking on the Westside of Los Angeles. We feel that many of the areas available would lend its self to this idea.

- Storage facility for Auto, Trucks, Boat RV.
- Moving Truck Parking and Storage Facility
- Construction Parking and Storage.
- Convention services facility Parking and Office Storage
- Film production transportation and storage facility.

Automobile Dealership Inventory Parking

Our office's Real Estate Department has received several calls recently regarding large parking lot rentals for car parking of Automobile Dealership inventory. The supply is limited due to the increasing scarcity of empty lots.

Automobile Park and Sell

This business has been proven to be a success all over the state for Landlords, vendors and principals.

Transportation Office and Parking Facilities

Several transportation services both bus and limousine have expressed a need for large parking areas on the Westside. Our work with the Santa Monica Airport where several companies currently operate from, has given us exposure to this market.

We believe there are several possible uses for the undeveloped land areas adjacent to the Brentwood school. Here are a few of them:

- Animal Training Center
- Golf Driving Range
- Outdoor Physical Fitness Circuit Training
- Remote control Airplane Flying Area
- Go Cart Track
- Radio Control Car Racing

Additional Marketing Ideas for Lot OC29

- UCLA Baseball overflow Parking.
- CHP Truck Inspection Facility.
- Fruit, Flower and Vegetable Mart

Special Events

- Taste of LA
- Taste of Brentwood
- Brentwood Art Fair
- Brentwood Jazz Festival
- L.A. Health Fair
- Brentwood Classic Car Show and Fair
- Computer Fair and Expo
- Nissan Open
- L.A. Seniors Open
- L.A. Open
- Large Scale meeting and Rally area with parking
- Cirque du soleil
- Frisbee Tournaments

PROJECTED USAGE

	<u>Occupancy</u>	<u>Day</u>	<u>Month</u>	<u>Year</u>
<p>LOT (P1) 148 SPACES Long Term Parking and Storage Usage Facilities. Revenue is based on \$3.00 per space per day. This is a discounted rate based on a long term commitment tenant.</p>	90%	\$391	\$11,745	\$140,940
<p>LOT (P3) 251 SPACES Long Term Parking and Storage Usage Facilities. Revenue is based on \$3.00 per space per day. This is a discounted rate based on a long term commitment tenant.</p>	90%	\$677	\$20,331	\$243,972
<p>LOT (P29) 740 SPOTS This is a projected mixed use area. Combining short term, long term parking and storage and special event usage. Revenue is based on \$5.00 per space per day.</p>	75%	\$2,775	\$83,250	\$999,000
<p>ADDITIONAL PARKING/ GRASSY AREAS Long Term Lease (if approved by Asset Management)</p>	24 events/ year	\$10,000		\$120,000

MARKETING PRESENTATIONS

WESTSIDE SERVICES characteristically develops its client relationships through meetings with the authorized individuals, using informational presentations and followed by letters of agreement.

Recognizing the need to work within the structure of organizations which make decisions by committee, WESTSIDE SERVICES has associates who will augment our capabilities in developing marketing campaigns, sales promotion materials and other marketing communications.

Following authorization to proceed with this contract, WESTSIDE SERVICES will prepare specific descriptive materials and presentations to facilitate dialogue with relevant influential and decision making individuals.

We will also develop a detailed marketing strategy which will assign priorities to the candidate marketing opportunities described earlier in this proposal. Upon selection of the highest target market opportunities, WESTSIDE SERVICES will prepare appropriate promotional materials to successfully implement the selected marketing campaigns.

SECTION THREE: FINANCIAL STATEMENTS

CONFIDENTIAL FINANCIAL
INFORMATION WITHHELD FROM
RECORD

FIVE YEAR BUSINESS PLAN

WESTSIDE SERVICES focus for the next five years is to generate the maximum revenue with the least amount of interference with patient care at the VA West Los Angeles Healthcare Center.

First Year

Upon being awarded the contract we will establish and staff on-site office and we will present to the Asset Management Committee our marketing strategy and plan, with the proposed uses for immediate use and approval.

Upon approval of the proposed strategy and marketing plan and individual uses, we will then begin implementing said plans.

Together with our advertising team and our contacts, approach the different users with the opportunity to open discussions with us leading to contractual relationships.

A plan will be prepared which designates the different lots for their prospective usage based on traffic and security needs.

WESTSIDE SERVICES will present negotiated contracts to the Asset Management Committee for their approval.

Contract users will present all required documentation, i.e., insurance, licenses, bonds.

WESTSIDE SERVICES will assist the user in monitoring the operation.

During the first year WESTSIDE SERVICES expects to increase the percentage of spaces rented for Park and Shuttle users by marketing and developing other users in various businesses, schools, temples, offices and shopping areas. The parking for special events such as film production and sporting events is very profitable and we feel we can accommodate these needs as well.

Second Year

Our goal for Year Two is to have an increased percentage of long term contract users.

Years 3 – 5

During Years 3 – 5 we expect to increase the long term contract users and develop the highest and best use of the property.

SECTION FOUR: NARRATIVE DISCUSSION

UNDERSTANDING OF VA REQUIREMENTS

WESTSIDE SERVICES management understands that the West La Medical facility is first and foremost a hospital. The governmental reductions to the VA budget makes it necessary for the generation of an alternative revenue stream to the VA.

We understand that the operator chosen must work within the unique parameters and special circumstances that are inherent to a Veteran Administration Medical Facility.

Our objective will be to create an attractive revenue stream while working alongside the VA management and staff as they provide the normal care for patients.

Additionally, our daily on-site presence will insure all other users can perform their business without disturbing or encroaching upon the business of other businesses on VA grounds.

**Amended
Cost/Price
Proposal**

**Operation and Management of
Parking/Land Use on the
Grounds of the
VA West Los Angeles
Healthcare Center**

**In Response to
RFP 600-059-99
Land Management Venture
through the Enhanced Use
Sharing Authority**

**Ronald L. Townsend
Contracting Officer**

**Submitted by
WESTSIDE SERVICES
Beverly Hills**

May 21, 1999

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CONTACT INFORMATION

The contact information for our organization is:

WESTSIDE SERVICES
270 N. Canon Dr., Suite 1437
Beverly Hills, CA 90210
Phone 310-471-1999
Fax 310-301-6303

AUTHORIZED INDIVIDUALS

The names and titles of the individuals authorized to negotiate and execute agreements are:

Richard Scott, Senior Manager

David Gallenson, Senior Manager

WESTSIDE SERVICES will be the designated company that will meet the obligations of this contract. All contractual obligations and responsibilities will be between **WESTSIDE SERVICES** and the Department of Veterans Affairs.

WESTSIDE SERVICES is the management entity for the operation of Minuteman Parking, Malibu Parking and Westside Limousine. David Gallenson, Richard Scott and Chris Fox comprise the Executive Management team of **WESTSIDE SERVICES**.

GROSS PROCEEDS

WESTSIDE SERVICES Gross Revenue projection for the first year is:

\$800,000.

GUARANTEED MONTHLY/ANNUAL RENT OFFER

WESTSIDE SERVICES will pay a guaranteed rent of \$7,500 per month for a minimum total of \$90,000 for the first year, or per the schedule below, whichever is greater.

REVENUE SHARING

WESTSIDE SERVICES is offering to share revenue with WLAVA according to the following schedule:

50% of Gross Revenue up to	\$300,000
55% of Gross Revenue from	\$300,000 to \$500,000
60% of Gross Revenue from	\$500,000 to \$500,000
65% of Gross Revenue above	\$700,000

ADDITIONAL BENEFITS

WESTSIDE SERVICES is a known operator and manager of parking services at the VA West Los Angeles Healthcare Center, having operated on the VA grounds for the last 19 months as Malibu Parking/Scott-Westside Limousine.

During that time we have worked closely with both the VA staff and members of the CWT (compensated work therapy) program. We value our highly satisfactory working relationship and look forward to continuing it. It is our pledge to use members of the CWT program on a first choice basis.

In our operations and in our planning we have continuously tried to enhance the direct benefits to both the VA staff and patients. For example, we offer our shuttle services to the Getty Center at our direct cost, and we are planning to continue this benefit for all other services that originate on VA grounds.

While WESTSIDE SERVICES is motivated to become the contract manager as an advantageous business decision, we recognize that the contract also carries an attractive opportunity to give needed financial opportunity to the patients of the VA.

We are fully in sympathy with the need for VA funding and wish to extend the following pledge:

WESTSIDE SERVICES will donate 1% of our share of the generated revenue to the Mental Health department of the VA. We will continue this pledge for the total duration of this contract and subsequent contracts.

During our tenure at the VA we have become sensitive to the campus and, particularly to the environment of the Healthcare Center. It is our commitment to go out of our way to avoid any negative impact to this environment. Our sensitivity to this issue is enhanced through a family member of one of our senior management team is a patient at the West LA Medical Center. We have followed closely the excellent treatment as well as the heartening support that he and his family have received there.

**Amended
Technical
Proposal**

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COMPANY OVERVIEW AND KEY PERSONNEL RESUMES

WESTSIDE SERVICES is composed of three partners who bring the combined experience of more than 40 years in the management and operation of parking, transportation, real estate and marketing services. Each of these senior managers offers expertise in their own field as well as crossover experience in the others.

With a base of operations on the Westside, WESTSIDE SERVICES senior managers have interacted over several years with leading Westside based businesses in the film industry, government agencies, museums, colleges and the local airport and community organizations.

Richard Scott has been in the transportation business of operating Scott-Westside Limousine for 11 years.

David Gallenson has owned and managed several parking lots for restaurant chains operating as Malibu Parking throughout the Malibu area. He developed the idea of the Park and Shuttle to the Malibu Getty Museum as well as the idea of park and shuttle of Getty staff from a nearby parking lot. His experience in creating new markets in real estate is also well known in Santa Monica real estate investment circles.

Christopher Fox has been in the parking business for 10 years, operating as Minuteman Parking with extensive experience in high volume, large scale parking operations.

It is this combination of key personnel that makes WESTSIDE SERVICES perfect for this proposed operation. The three key personnel all carry with them a wealth of experience in each of the fields necessary for the success of this project.

WESTSIDE SERVICES looks forward to putting our 40 years of experience to work for the Department of Veterans Affairs. The enthusiasm that surrounds the different possibilities for marketability and effective land use has been exciting. We are eager to begin, and we are confident that we can meet and exceed the goals set forth in our proposal.

Resume

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EXPERIENCE

- Two years experience in the Marketing Department of Caesars Palace, Las Vegas, Nevada. Assigned to special projects.
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- Our staff has worked alongside VA personnel to coordinate events and help resolve conflicts.
- As a day to day operator at the VA we are well versed on the policies and procedures required to respond to the special needs of the VA and to meet its requirements.
- We understand that the VA facility is first and foremost a Veterans Hospital. We understand that the rights and comfort of the patient are everyone's first concern, and we embrace this principle.
- We have made the park and shuttle services available to the staff of the hospital and our records show that hundreds of staff and patients have benefitted from this service.
- It is with our great pleasure that the \$150,000 in land use fees we have paid will go to help those who have served our country so faithfully.

All of the above were operated as Malibu Parking/Scott Westside Limousine Service.

SECTION TWO: MARKETING CONCEPT

MARKETING – SHORT AND LONG TERM

In marketing the designated parking spaces, including any grassy areas, WESTSIDE SERVICES will employ a diversified approach in developing appropriate complementary new revenue sources. In accord with criteria outlined by WLAVA, WESTSIDE SERVICES will focus its marketing program on responding to client and usage possibilities which remain untapped and/or undeveloped. We will apply our experience in parking operations to fulfill the intentions of this VA project, and recognize that our marketing expertise will be a critical component in fulfilling the intentions this project.

All of the senior management team have been university educated, real world trained and are experienced in marketing. We believe that our marketing capabilities will enable us to provide the Veterans Administration the type of management and marketing needed to make the project a success. Additionally, the senior managers of WESTSIDE SERVICES are active in local civic, community and business organizations. Our network of contacts will be valuable in developing new and expanded revenue alternatives which meet with WLAVA approval.

The WESTSIDE SERVICES marketing plan will be designed to yield maximum revenue generation, within WLAVA guidelines. It will encompass:

- Short Term Parking and Usage
- Long Term Parking and Usage
- Special Events Parking

Rates were surveyed at S.M. Airport, Marina Del Rey, West L.A. and Venice. Park and Store rates ranged from \$60 to \$104 per car per month. At \$3 per day, or \$90 per month, our estimate appears well aligned with competitive rates. Our comparison range was based on the amount of space, accessibility, whether parking is covered or not covered and level of security. These rates are based on long term Park and Store usage. The \$3 Park and Store rate is for uncovered semi-permanent storage and does not include daily in and out privileges.

FEES TO USERS

WESTSIDE SERVICES will apply the following fee structure to users.

- Special Events \$10.00
- Short Term (Daily) 5.00
- Park and Store 3.00

Long and Short Term Parking and Usage

Park and Shuttle to the Getty Center for Visitors

We currently have a Land Share agreement for 50 spaces at Lot OC29.

Park and Shuttle for Getty Center for Employees

We have had all Getty Employee Park and Shuttle contracts with the Getty Trust for the last 4 years from several different locations.

Park and Shuttle to Westwood Business District for Office/Business Employees

We have had conversations with Westwood chamber of commerce regarding shuttle to and from Westwood business center. The parking problem has always been a discussed.

Park and Shuttle to Brentwood Business District for Office/Business Employees

We have had conversations with the Brentwood Chamber of commerce regarding shuttle to and from Brentwood Business center

Park and Shuttle to UCLA for Employees and Students

The parking problem at UCLA will continues to increase due to the loss of current parking structures due to the removal for future hospital Buildings and Hospital facilities.

Park and Shuttle to Mount Saint Mary's College for Employees and Students

We have had several conversations with Brentwood Homeowners Association regarding shuttle to and from lot OC29 to Mount Saint Mary's for students. The parking and traffic problem has something they have been working on for several months.

Southern California Tour Center

Multiple tour companies have inquired with us regarding the possibility of using Lot OC29 as a central parking and staging area for their Southern California tour operations.

Park and Shuttle to Archer School for Girls for Employees and Students

We have received calls for Bids to organize and operate a Park and Shuttle to Archer School.

Park and Shuttle to Westside Pavilion

The usage of VA parking could be enhanced by offering parking and shuttle service for overflow needs during heavy shopping periods.

Park and Shuttle to Hollywood Bowl

We have on several occasions operated at a Park and Shuttle for Visitors to the Hollywood Bowl.

Park and Ride for Downtown Commuters

We believe there is a need for a Downtown Park and Ride that is properly marketed.

Park and Fly to LAX

We believe there is a need for a Westside Park and Fly that is properly marketed.

Auto Driving Training Facility

We have shared space with several driving schools over the last year and a half. The usage of OC29 for the schools has been very successful. We feel that this concept could be expanded. Here are several ways.

Truck / Bus driving School
Motorcycle driving School
Police, Fire, Ambulance, FBI

Large and Oversized Vehicle Storage

There is a large demand for open area, large vehicle parking on the Westside of Los Angeles. We feel that many of the areas available would lend its self to this idea.

Storage facility for Auto, Trucks, Boat RV.
Moving Truck Parking and Storage Facility
Construction Parking and Storage.
Convention services facility Parking and Office Storage

Automobile Dealership Inventory Parking

Our office's Real Estate Department has received several calls recently regarding large parking lot rentals for car parking of Automobile Dealership inventory. The supply is limited due to the increasing scarcity of empty lots.

Transportation Office and Parking Facilities

Several transportation services both bus and limousine have expressed a need for large parking areas on the Westside. Our work with the Santa Monica Airport where several companies currently operate from, has given us exposure to this market.

PROJECTED USAGE

	<u>Occupancy*</u>	<u>Year</u>
<p>LOT (P1) 148 SPACES Long Term Parking and Storage Usage Facilities. Revenue is based on \$3.00 per space per day. This is a discounted rate based on a long term commitment tenant.</p>	60%	\$ 95,000
<p>LOT (P3) 251 SPACES Long Term Parking and Storage Usage Facilities. Revenue is based on \$3.00 per space per day. This is a discounted rate based on a long term commitment tenant.</p>	60%	\$165,000
<p>LOT (P29) 740 SPOTS This is a projected mixed use area. Combining short term, long term parking and storage and special event usage. Revenue is based on \$5.00 per space per day.</p>	50%	\$540,000
<p>ADDITIONAL PARKING/ GRASSY AREAS</p>		\$ 36,000

*The reduced occupancy level is due to the amended limited range of uses set forth by the WLAVA.

MARKETING PRESENTATIONS

WESTSIDE SERVICES characteristically develops its client relationships through meetings with the authorized individuals, using informational presentations and followed by letters of agreement.

Recognizing the need to work within the structure of organizations which make decisions by committee, WESTSIDE SERVICES has associates who will augment our capabilities in developing marketing campaigns, sales promotion materials and other marketing communications.

Following authorization to proceed with this contract, WESTSIDE SERVICES will prepare specific descriptive materials and presentations to facilitate dialogue with relevant influential and decision making individuals.

We will also develop a detailed marketing strategy which will assign priorities to the candidate marketing opportunities described earlier in this proposal. Upon selection of the highest target market opportunities, WESTSIDE SERVICES will prepare appropriate promotional materials to successfully implement the selected marketing campaigns.

SECTION THREE: FINANCIAL STATEMENTS

CONFIDENTIAL FINANCIAL
INFORMATION WITHHELD FROM
RECORD

WESTSIDE SERVICES focus for the next five years is to generate the maximum revenue with the least amount of interference with patient care at the VA West Los Angeles Healthcare Center.

First Year

Upon being awarded the contract we will establish and staff on-site office and we will present to the Asset Management Committee our marketing strategy and plan, with the proposed uses for immediate use and approval.

Upon approval of the proposed strategy and marketing plan and individual uses, we will then begin implementing said plans.

Together with our advertising team and our contacts, approach the different users with the opportunity to open discussions with us leading to contractual relationships.

A plan will be prepared which designates the different lots for their prospective usage based on traffic and security needs.

WESTSIDE SERVICES will present negotiated contracts to the Asset Management Committee for their approval.

Contract users will present all required documentation, i.e., insurance, licenses, bonds.

WESTSIDE SERVICES will assist the user in monitoring the operation.

During the first year WESTSIDE SERVICES expects to increase the percentage of spaces rented for Park and Shuttle users by marketing and developing other users in various businesses, schools, temples, offices and shopping areas.

Second Year

Our goal for Year Two is to have an increased percentage of long term contract users.

Years 3 – 5

During Years 3 – 5 we expect to increase the long term contract users and develop the highest and best use of the property.

SECTION FOUR: NARRATIVE DISCUSSION

UNDERSTANDING OF WLAVA REQUIREMENTS

WESTSIDE SERVICES management understands that the West La Medical facility is first and foremost a hospital. The governmental reductions to the VA budget makes it necessary for the generation of an alternative revenue stream to the VA.

We understand that the operator chosen must work within the unique parameters and special circumstances that are inherent to a Veteran Administration Medical Facility.

Our objective will be to create an attractive revenue stream while working alongside the VA management and staff as they provide the normal care for patients.

Additionally, our daily on-site presence will insure all other users can perform their business without disturbing or encroaching upon the business of other businesses on VA grounds.

Cost/Price
Proposal

Operation and Management of
Parking/Land Use on the
Grounds of the
VA West Los Angeles
Healthcare Center

In Response to
RFP 600-059-99
Land Management Venture
through the Enhanced Use
Sharing Authority

Ronald L. Townsend
Contracting Officer

Submitted by
WESTSIDE SERVICES

February 11, 1999

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CONTACT INFORMATION

The contact information for our organization is:

WESTSIDE SERVICES
270 N. Canon Dr., Suite 1437
Beverly Hills, CA 90210
Phone 310-471-1999
Fax 310-301-6303

WESTSIDE SERVICES is the parent company by which the following are owned:

Malibu Parking
Scott-Westside Limousine
Minuteman Parking

AUTHORIZED INDIVIDUALS

The names and titles of the individuals authorized to negotiate and execute agreements are:

Richard Scott, Senior Manager
David Gallenson, Senior Manager

GROSS PROCEEDS

WESTSIDE SERVICES gross revenue projection for the first year is:

\$1,600,000.

MONTHLY RENT OFFER

WESTSIDE SERVICES will pay a guaranteed rent of \$15,000 per month for a minimum total of \$180,000 for the first year, or as per the schedule below, which ever is greater.

REVENUE SHARING

WESTSIDE SERVICES is offering to share revenue with DVA according to the following schedule:

70% of Gross Revenue up to	\$500,000
65% of Gross Revenue from	\$500,000 to \$1,000,000
60% of Gross Revenue from	\$1,000,000 to \$1,500,000
55% of Gross Revenue from	\$1,500,000 to \$2,000,000
50% of Gross Revenue above	\$2,000,000

ADDITIONAL BENEFITS

WESTSIDE SERVICES is a known operator and manager of parking services at the VA West Los Angeles Healthcare Center, having operated on the VA grounds for the last 18 months as Malibu Parking/Scott-Westside Limousine.

During that time we have worked closely with both the VA staff and members of the CWT (compensated work therapy) program. We value our highly satisfactory working relationship and look forward to continuing it. It is our pledge to use members of the CWT program on a first choice basis.

In our operations and in our planning we have continuously tried to enhance the direct benefits to both the VA staff and patients. For example, we offer our shuttle services to the Getty Center at our direct cost, and we are planning to continue this benefit for all other services that originate on VA grounds.

While WESTSIDE SERVICES is motivated to become the contract manager as an advantageous business decision, we recognize that the contract also carries a needed opportunity to give needed financial opportunity to the patients of the VA.

We are fully in sympathy with the need for VA funding and wish to extend the following pledge:

WESTSIDE SERVICES will donate 2% of our share of the generated revenue to the Mental Health department of the VA. We will continue this pledge for the total duration of this contract and subsequent contracts.

During our tenure at the VA we have become sensitive to the campus and, particularly to the environment of the Healthcare Center. It is our commitment to go out of our way to avoid any negative impact to this environment. Our sensitivity to this issue is enhanced through a family member of one of our senior management team is a patient at the West LA Medical Center. We have followed closely the excellent treatment as well as the heartening support that he and his family have received there.

II.K.2.
AGENCY REVIEW DOCUMENTS

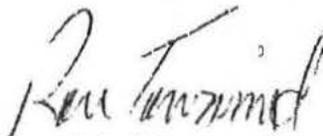
Department of
Veterans Affairs

Memorandum

Date: February 22, 1999
From: Contracting Officer, Network Business Center (NBC/CC)
Subj: Evaluation of Proposals – Parking Management
To: VAGLAHS Customer Service (691) *Mail Code: 1051*
ATTN: Ms. Barbara Powell

B.500
RM #1608
(310) 268-3068

1. Please be advised that three (3) offers have been received in response to Solicitation No. RFP600-059-99, "Control and Operation of Parking Areas". In order that I may prepare for negotiations with the offerors, it is imperative that each offer be reviewed by parties other than myself. The offers should be evaluated by three (3) parties that are very informed as to the requirements. Once you know who will assist you in the evaluations, please furnish me with their names, titles, etc.
2. I have prepared the necessary Evaluation Forms to be used in evaluation of each offer. The forms are self-explanatory and should be fully completed for each offer. Note that you are not limited to responding only to the i within the evaluation criteria. You may set forth (and you are welcomed to do so) various items for discussion, to assist me in preparing for negotiation with each offeror. If possible, your completed evaluations should be returned to me by Close of Business, March 2, 1999.
3. Thanks for your review and assistance in this matter. Please contact me at (562) [REDACTED] with any questions.


Ronald L. Townsend

Enclosure

**Control and Operation of Parking Areas – VA West Los Angeles Healthcare Center
Solicitation No. RFP 600-059-99**

Date of Evaluation: _____

Offeror's Name: _____

Total Evaluation Score: _____

Name and Title of Board Rating Member:

The Government will make an award to the responsible offeror, whose offer (either as originally submitted or as amended via negotiation) conforms to the solicitation and is the most advantageous to the Government, considering the Evaluation Factors listed below. Proposals will be evaluated based on the factors, listed on Page 2, in descending order of importance.

EVALUATION CRITERIA

Proposals submitted in response to this solicitation and which meet the solicitation requirements shall be evaluated in accordance with the following factors in descending order of importance:

- 1(a). Past Experience
- 1(b). Marketing Concept
- 1(c). Financial Stability
- 2. Cost/Price

The raw score key formula outlined below will be utilized during evaluations:

Raw Score Key:

0.0	0.1	Poor
0.2	0.3	Marginal
0.4	0.6	Acceptable
0.7	0.8	Very Good
0.9	1.0	Outstanding

Each factor shall receive no more than the maximum points listed below:

<u>Evaluation Criteria</u>	<u>Maximum Possible Score</u>
TECHNICAL (60%)	
- Past Experience	30 points
- Marketing Concept	20 points
- Financial Stability	10 points
- COST/ PRICE (40%)	<u>40 points</u>
- Total	100 points

Each member of the board will be responsible for reviewing all packets and making their own notes to be included on the evaluation data sheets.

Each offeror response will be scored and given points according to how well it meets the Governments requirements. The members will also be required to provide justification for the point values assigned each item.

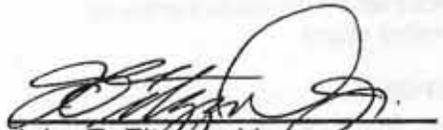
Control and Operation of Parking Areas – VA West Los Angeles Healthcare Center
Solicitation No. RFP 600-059-99

Date of Evaluation: March 11, 1999

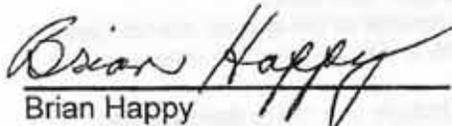
Offeror's Name: Westside Services

Total Evaluation Score: 86.5

Name and Title of Board Rating Members:



John E. Fitzgerald, Jr.
Director, Facilities Management



Brian Happy
Acting Chief, Acquisition & Materiel Management



Frank Watts
Acting Chief, Police & Security

The Government will make an award to the responsible offeror, whose offer (either as originally submitted or as amended via negotiation) conforms to the solicitation and is the most advantageous to the Government, considering the Evaluation Factors listed below. Proposals will be evaluated based on the factors, **listed on Page 2, in descending order of importance.**

(See Attached)

1. WESTSIDE SERVICES

A. EXPERIENCE: 25.5 POINTS(REFERENCES STILL HAVE BEEN EVALUATED)

-The team is requesting the following additional information in the best and final offer:

- (1) Who is the firm designating to be the Project Manager for this contract
- (2) Will there be an on-site manager, and, if so, what are the qualifications of the manager.
- (3) The experience presented appeared to have limited Govt. experience and limited experience overall. Does the firm have any additional experience.
- (4) The scope of the projects listed by this firm does not appear to support the size of this project. Can the firm offer additional experience to support a project of this size.
- (5) The team is seeking references where Westside increased revenues through their marketing efforts

B.MARKETING CONCEPT: 15 POINTS

- (1) The firm needs to tell the team what specific marketing concepts they intend to use for this contract for the three phases they have listed.
- (2) The team feels that the Park and Store fees are too low and need to be raised in the proposed user fees.
- (3) The firm needs to know that several of the special events listed are not appropriate for the VA and that the golf tournaments are not part of this contract.
- (4) Projected usage should not include use of the grassy areas.
- (5) The proposed media presentation plan needs more detail. There are no suggested recommendations which should be included.

C. FINANCIAL STABILITY: 6 POINTS

- (1) The team is requesting that the firm provide a narrative detailing the stability of the firm based on the financial statements and not rely on the financial statements alone.

D. COST/PRICE: 40 POINTS

This firm had the highest rated cost/price proposal. They had the best yearly guaranteed revenue, percentage of revenue, and revenue projections. The team also liked the 2% donation of the firms share to the VA.

Recap:

Past Experience (less References)	25.5
Marketing Concept	15
Financial Stability	6
Cost/Price	<u>40</u>
	86.5

Reference Checks for:

WESTSIDE SERVICES

Name of Contact: Ashley Tierney
J. Paul Getty Center
(310) [REDACTED]

1. Is the firm's management team competent?

Yes, always been great – Getty has a long term relationship with them they are flexible and responsible in dealing with large numbers of people – like the crowds at Getty, knowing that Getty can be a hard venue to manage at times.

2. Did the firm increase revenue through their marketing efforts?

They brought more people into the bookstore and café. They hired them to provide transportation for special events.

3. Are the firm's employees competent?

The employees are easy to get along with.

File Name: WestsideRefGetty

Reference Checks for:

WESTSIDE SERVICES

Name of Contact: David Chiodi, Controller Manhattan
Beach Marriott Hotel
1400 Parkview Ave
Manhattan Beach, CA 90266

(310) [REDACTED]

Note: Spoke with David Chiodi he has been with the Manhattan Beach Marriott Hotel for 3 years but does not know of Westside Services. I recalled him and he did recognize the name Minuteman Parking.

1. Is the firm's management team competent?

Minuteman Parking is doing an outstanding job.
The hotel likes the systems they have set up.

2. Did the firm increase revenue through their marketing efforts?

All the money goes through the controller office, the hotel
In turn pays Minutemen. There have been significant
revenue increases since they took over. Marriott has taken a
higher percentage.

3. Are the firm's employees competent?

They do a good job – good valet services provided Marriott
has gotten good feedback from their customers about the
service. The employees have high energy and clean cut.

File Name: Westside Services Manhattan Beach Hotel

REFERENCES

✓ Andrea Leonard, Director of Visitor Services
J. Paul Getty Center, 1200 Getty Center Dr., Los Angeles, CA 90049
310- [REDACTED]

Amy Fisk, Assistant to the Director
J. Paul Getty Center, 1200 Getty Center Dr., Los Angeles, CA 90049
310- [REDACTED]

Collected

Javier Cano, General Manager, Marina Beach Marriott Hotel
4100 Admiralty Way, Marina Del Rey, CA 90290
310- [REDACTED]

*Not
found*

David Chiodi, Controller Manhattan Beach Marriott Hotel
1400 Parkview Ave., Manhattan Beach, CA 90266
310- [REDACTED]

✓ Jim Barton, President, Santa Monica Airport Association
1445 Palisades Dr., Pacific Palisades, CA 90272
310- [REDACTED]

Roy Ettenger, Representative, Malibu Jewish Center
310- [REDACTED]

Not

✓ Rob Graham, Charthouse Restaurants
13950 Panay Way, Marina Del Rey, CA 90292
310- [REDACTED]

*Some
VJ
TS
Westside*

George Poptsis, Poptsis Realty
1457 7th St., Santa Monica, CA 90401
310- [REDACTED]



DEPARTMENT OF VETERANS AFFAIRS
Network Business Center
5901 East Seventh Street
Long Beach, CA 90822-5201



March 23, 1999

In Reply Refer To: NBC/CC

Richard Scott/David Gallenson
Westside Services
270 N. Canon Dr., Suite 1437
Beverly Hills, CA 90210

RE: Solicitation No. RFP600-059-99, Operation and Management of Parking at the VA West Los Angeles Healthcare Center

Gentlemen:

We acknowledge receipt of your Proposal dated February 11, 1999 in response to the referenced solicitation. As stated within the solicitation, your proposal has been accorded an in-depth evaluation for conformance to the solicitation requirements. Now that such evaluation has been completed, I must inform you that your Proposal has been included in the "Zone of Consideration" for potential contract award.

The evaluation revealed that your firm submitted a well developed proposal, addressing the majority, if not all, elements pertinent to the proposed venture. You are now accorded the opportunity to submit any additional information that you feel should warrant our review and consideration as we perform a final proposal review.

Specifically, the evaluation team would like a response from you on the following:

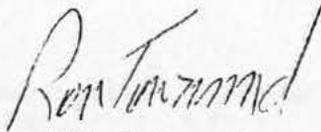
- a. Your proposal sets forth that three (3) companies comprise Westside Services. Which company is designated to perform our requirement? Or, is the requirement to be performed by all as a joint venture? Please elaborate.
- b. Will there be an on-site manager? If so, please furnish the name and qualifications of such individual.
- c. The team feels that your proposed "Park & Store" fees are low. Please elaborate.
- d. Your financial statements were accorded review. Please provide a narrative detailing the financial stability of your firm based on the statements submitted.

Page 2
Westside Services

Please respond with the supplemental information to my attention at the above address, with your response due March 31, 1999, by Close of Business (4:00PM local time).

Thank you for your submission and your continued desire to assist us in meeting the needs of our veterans.

Sincerely yours,



Ronald L. Townsend
Contracting Officer
(562) [REDACTED]

WESTSIDE SERVICES

270 N. Canon Drive, Suite 1437 Beverly Hills, California 90210
Tel 310-471-1999 Fax 310-301-6303

March 30, 1999

WESTSIDE'S
BUSINESS
CENTER
MAR 31 P11 2:35

Mr. Ronald L. Townsend, Contracting Officer
Department of Veterans Affairs
Network Business Center
5901 East Seventh Street
Long Beach, CA 90822-5201

Re: Your Solicitation No. RFP600-059-99, Operation and Management of Parking at the
VA West Los Angeles Healthcare Center

Dear Mr. Townsend:

We are pleased that WESTSIDE SERVICES' proposal has meet with the requirements of the
Department of Veterans Affairs and are pleased to respond to your letter of
March 23, 1999 as follows:

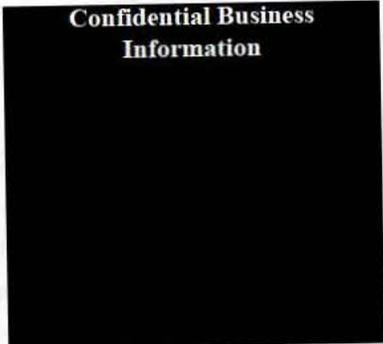
Your proposal sets forth that three (3) companies comprise WESTSIDE SERVICES.
Which company is designated to perform our requirement? Or, is the requirement
to be performed by all as a joint venture? Please elaborate.

WESTSIDE SERVICES will be the designated company that will meet the obligations
of this contract. All contractual obligations and responsibilities will be between
WESTSIDE SERVICES and the Department of Veterans Affairs.

WESTSIDE SERVICES is the management entity for the operation of Minuteman
Parking, Malibu Parking and Westside Limousine. David Gallenson, Richard Scott
and Chris Fox comprise the Executive Management team of WESTSIDE SERVICES.

WESTSIDE SERVICES is an extremely financially stable entity. Financial highlights follow:

- Total Assets
- Total Liabilities
- Net Worth
- 1998 Net Income



WESTSIDE SERVICES looks forward to putting our 40 years of experience to work for the Department of Veterans Affairs. Since submitting our proposal we have had numerous discussions within our network of contacts. The enthusiasm that surrounds the different possibilities for marketability and effective land use has been exciting. We are eager to begin, and we are confident that we can meet and exceed the goals set forth in our proposal.

We bring a uniquely qualified and dedicated team that will provide the greatest benefit to the Department of Veterans Affairs. We hope to continue to build upon the positive working relationship that we currently share with the Department of Veterans Affairs, bringing continuous benefit to the patients of the West Los Angeles VA Healthcare Center.

Sincerely,

David Gallenson and Richard Scott

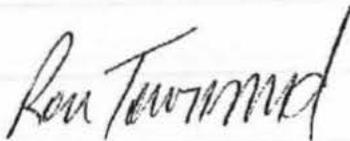
Department of
Veterans Affairs

Memorandum

FAX 4/6

Date: April 6, 1999
From: Contracting Officer, Network Business Center (600/NBC/CC)
Subj: Operation and Management of Parking (RFP600-059-99)
To: VAGLAHS Customer Service (691/10S1)
ATTN: Barbara Powell

1. Following my receipt of the Team's evaluation of proposals in response to the subject, letters were sent to Westside Services and Five Star Parking, with such letters requesting additional evaluation information. Each company responded by March 31, 1999 and I am forwarding their responses to you (attached). Please ensure each member of the Team is aware of the attachments.
2. As you and I discussed on the phone today, I am going to forward an E-Mail to you and the Team to arrange a meeting next week to discuss the evaluations and our requirements. Hopefully, all can be finalized this month and a contract award can be made.
3. Please contact me at (562) [REDACTED] with any questions.



Ronald L. Townsend

Attachments

SIGN - IN SHEET

TITLE: Evaluation Team Meeting - Parking Management (RFP600-059-99)

DATE/TIME: April 12, 1999 - 8:30AM

<u>NAME</u>	<u>SERVICE/CONTRACTOR</u>
1 <i>Tom Townsend</i>	<i>NBC/CO</i>
2 <i>D. DeWitt</i>	<i>Corp. Est. Cust. Svc.</i>
3 <i>Brian Hoggis</i>	<i>Supplier</i>
4 <i>[Signature]</i>	<i>Corporate support office (OS)</i>
5 <i>[Signature]</i>	<i>VA Police</i>
6	
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Townsend, Ronald

From: Townsend, Ronald
Sent: Thursday, April 15, 1999 8:36 AM
To: Happy, Brian J.; Watts, Frank M; Fitzgerald, John E.; Powell, Barbara A.
Cc: Brown, Dollie G.; Fitzgerald, Beverly .; Achen, Alan
Subject: Selection of Parking Management Company - VAGLAHCS

Please be advised that proposal evaluations have been completed. Westside Services has been selected as the Preferred Operator and I will inform them of such by letter today. We will then have 30 calendar days in which to finalize the requirements, develop a Plan of Operation, and execute an Enhanced-Use Sharing Agreement, with performance targeted to commence June 1, 1999. More info on this later. Five Star Parking (the second ranked offeror) will be informed that the potential contract awardee will be Westside Services. I will furnish a written debriefing to Five Star as to why they were not selected. That letter will also be sent out today. Thanks for everyone's help in getting to this point.

Ronald L. Townsend
Contracting Officer
Network Business Center
Long Beach, California
PH: (562) [REDACTED]

Townsend, Ronald

From: Mayhand, Louise M. on behalf of Brown, Dollie G.
Sent: Friday, April 09, 1999 3:05 PM
To: Powell, Barbara A.; Fitzgerald, John E.; Townsend, Ronald; Happy, Brian J.; Achen, Alan; Watts, Frank M; Brown, Dollie G.; Fitzgerald, Beverly .
Subject: RE: PARKING SOLICITATION

I have set the meeting for Monday, April 12, 1999 at 8:30a.m. - 10:00a.m. in Room 6400.

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

From: Powell, Barbara A.
Sent: Friday, April 09, 1999 10:50 AM
To: Fitzgerald, John E.; Townsend, Ronald; Powell, Barbara A.; Happy, Brian J.; Achen, Alan; Watts, Frank M; Brown, Dollie G.; Fitzgerald, Beverly .
Subject: FW: PARKING SOLICITATION

Please let me know by COB today which time is best for you Monday or Tuesday. Ron Townsend would like to know by 4PM today, if we meet on Monday.

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

From: Mayhand, Louise M.
Sent: Friday, April 09, 1999 8:51 AM
To: Powell, Barbara A.
Subject: RE: PARKING SOLICITATION

Barbara: You can meet Monday, April 12 from 8:30a.m. - 10:00a.m., or Tuesday, April 13 from 11:00a.m. - 12:30p.m. in room 6400.

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

From: Powell, Barbara A.
Sent: Wednesday, April 07, 1999 4:07 PM
To: Mayhand, Louise M.
Subject: FW: PARKING SOLICITATION

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

From: Happy, Brian J.
Sent: Wednesday, April 07, 1999 3:32 PM
To: Powell, Barbara A.; Townsend, Ronald; Watts, Frank M; Fitzgerald, John E.
Cc: Brown, Dollie G.; Fitzgerald, Beverly .
Subject: RE: PARKING SOLICITATION

Monday morning is acceptable and Wednesday before 11:00am is also fine.

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

From: Powell, Barbara A.
Sent: Wednesday, April 07, 1999 3:22 PM
To: Townsend, Ronald; Happy, Brian J.; Watts, Frank M; Fitzgerald, John E.
Cc: Brown, Dollie G.; Fitzgerald, Beverly .
Subject: RE: PARKING SOLICITATION

Sure, Ron I will get a conference room and set it up for us.

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

From: Townsend, Ronald
Sent: Wednesday, April 07, 1999 2:46 PM
To: Happy, Brian J.; Powell, Barbara A.; Watts, Frank M; Fitzgerald, John E.
Cc: Brown, Dollie G.; Fitzgerald, Beverly .
Subject: RE: PARKING SOLICITATION

Please be advised that supplemental evaluation information was received from Westside Services and Five Star Parking and was faxed to Barbara Powell on 4/6/99 for distribution to the Evaluation Team. We must now meet to discuss the evaluations and to ensure we have no change in our requirements. I will then request 'Best and Final' offers from the two firms. It is my desire to select the Preferred Operator by April 30, 1999 and finalize the ESA during May for performance to commence June 1, 1999.

Barbara, can you take the lead on obtaining a Conference Room and, depending on the responses from those on this message as to availability, confirm the date/time/location for such meeting? I can attend Monday or Tuesday mornings, and also from 8-10 on Wednesday morning. Hopefully, a meeting of all can be set up during one of such timeframes. Please review and advise. As to the Team members, please respond to Barbara on your availability for the meeting. Thanks.

Ronald L. Townsend
Contracting Officer
Network Business Center
Long Beach, California
PH: (562) [REDACTED]

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

From: Happy, Brian J.
Sent: Tuesday, March 23, 1999 1:04 PM
To: Townsend, Ronald; Powell, Barbara A.
Cc: Fitzgerald, John E.; Fitzgerald, Beverly.; Watts, Frank M; Brown, Dollie G.
Subject: RE: PARKING SOLICITATION

Thanks Ron.

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

From: Townsend, Ronald
Sent: Tuesday, March 23, 1999 12:23 PM
To: Powell, Barbara A.
Cc: Happy, Brian J.; Fitzgerald, John E.; Fitzgerald, Beverly.; Watts, Frank M; Brown, Dollie G.
Subject: RE: PARKING SOLICITATION

I have received the completed proposal evaluations. After my review of the offers and the evaluations, I have requested additional information to be submitted to me in support of the proposals submitted by Five Star Parking and Westside Services. Such information will be due in my office by 4:00PM, March 31, 1999. Since the proposal of AllCity Corporation was accorded a much lower evaluation than the others and I fully agree with the evaluation, I have advised AllCity this date that their proposal will not be included in the "zone of consideration" for potential contract award, and that a revised proposal will not be permitted. Once I have received any supplemental information from Five Star and Westside, I will forward it to you in order that a review may be made. Thanks.

Ronald L. Townsend
Contracting Officer
Network Business Center
Long Beach, California
PH: (562) [REDACTED]

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

From: Powell, Barbara A.
Sent: Friday, March 12, 1999 12:52 PM
To: Townsend, Ronald
Subject: RE: PARKING SOLICITATION

The package (evaluations & references) will go by Fed Ex to Ron today, March 12, 1999.

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

From: Townsend, Ronald
Sent: Monday, March 08, 1999 10:24 AM
To: Powell, Barbara A.; Happy, Brian J.; Fitzgerald, John E.; Fitzgerald, Beverly.; Watts, Frank M
Cc: Brown, Dollie G.
Subject: RE: PARKING SOLICITATION

If everyone needs another day or two to finalize evaluation and reference checks, you may have additional time. I will not be in the office Wednesday - Friday. I would like to have everything completed and to my office by next Monday, 3/15/98.

Ronald L. Townsend
Contracting Officer
Network Business Center
Long Beach, California

PH: (562) [REDACTED]

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

From: Powell, Barbara A.
Sent: Monday, March 08, 1999 10:02 AM
To: Happy, Brian J.; Fitzgerald, John E.; Fitzgerald, Beverly .; Watts, Frank M
Cc: Townsend, Ronald; Brown, Dollie G.
Subject: RE: PARKING SOLICITATION

Ron since I only have three questions to answer it seems as if I can make my deadline of 3/9. Disregard the last message.

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

From: Happy, Brian J.
Sent: Sunday, March 07, 1999 12:50 PM
To: Happy, Brian J.; Powell, Barbara A.; Fitzgerald, John E.; Fitzgerald, Beverly .; Watts, Frank M
Cc: Townsend, Ronald; Brown, Dollie G.
Subject: RE: PARKING SOLICITATION

This message is also being sent to Dollie Brown.

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

From: Happy, Brian J.
Sent: Sunday, March 07, 1999 12:48 PM
To: Powell, Barbara A.; Fitzgerald, John E.; Fitzgerald, Beverly .; Watts, Frank M; Happy, Brian J.
Cc: Townsend, Ronald
Subject: PARKING SOLICITATION

BASED ON THE EVALUATION FACTORS THE EVALUATION TEAM HAS MET AND RANKED THE FOLLOWING OFFERORS' PROPOSAL:

1. WESTSIDE SERVICES

A. EXPERIENCE: 25.5 POINTS(REFERENCES STILL HAVE BEEN EVALUATED)

-The team is requesting the following additional information in the best and final offer:

- (1) Who is the firm designating to be the Project Manager for this contract
- (2) Will there be an on-site manager, and, if so, what are the qualifications of the manager.
- (3) The experience presented appeared to have limited Govt. experience and limited experience overall. Does the firm have any additional experience.
- (4) The scope of the projects listed by this firm does not appear to support the size of this project. Can the firm offer additional experience to support a project of this size.
- (5) The team is seeking references where Westside increased revenues through their marketing efforts

B.MARKETING CONCEPT: 15 POINTS

- (1) The firm needs to tell the team what specific marketing concepts they intend to use for this contract for the three phases they have listed.
- (2) The team feels that the Park and Store fees are too low and need to be raised in the proposed user fees.
- (3) The firm needs to know that several of the special events listed are not appropriate for the VA and that the golf tournaments are not part of this contract.
- (4) Projected usage should not include use of the grassy areas.
- (5) The proposed media presentation plan needs more detail. There are no suggested recommendations which should be included.

C. FINANCIAL STABILITY: 6 POINTS

- (1) The team is requesting that the firm provide a narrative detailing the stability of the firm based on the financial statements and not rely on the financial statements alone.

D. COST/PRICE: 40 POINTS

This firm had the highest rated cost/price proposal. They had the best yearly guaranteed revenue, percentage of revenue, and revenue projections. The

team also liked the 2% donation of the firms share to the VA.

Recap:

Past Experience (less References)		25.5
Marketing Concept	15	
Financial Stability	6	
Cost/Price	<u>40</u>	
	86.5	

Attorney-Client, Deliberative

A. EXPERIENCE: 27 POINTS (REFERENCES HAVE BEEN EVALUATED)

Although experience was substantial the team would like to know if the firm has any experience with the VA.

B. MARKETING CONCEPT: 14 POINTS

- (1) The proposed fees need more specifics/structure. Also filming will not be part of this contract.
- (2) The firm's projected usage offered no new ideas to the one's currently in effect.
- (3) The firm needs to provide specific media presentation plans for the VA or at least some suggested plans.
- (4) The team is seeking references where Five Star increased revenues through their marketing efforts.

C. FINANCIAL STABILITY: 7 POINTS

The firms five-year plan is relatively straight lined with no planned increases. This is the one drawback to this area.

D. COST/PRICE: 30 POINTS

- (1) Again there is no increase in the proposed revenue during the five year period.
- (2) The firm did not provide the per cent (%) of revenue the VA would receive in their proposal.
- (3) Their guaranteed income was low.

Recap:

Past Experience(less references):	27
Marketing Concept:	14
Financial Stability:	9
Cost/Price	<u>30</u>
	80

A. EXPERIENCE: 11 POINTS (REFERENCES HAVE BEEN EVALUATED)

- (1) Key personnel were not listed and could not be rated.
- (2) The firm's proposal did not address the "ability to perform" and could not be rated.
- (3) The firm did not list Federal or VA experience and listed only limited experience in California.
- (4) The team is seeking references where AllCity increased revenues through their marketing efforts.

B. MARKETING CONCEPT: 3 POINTS

- (1) The firms marketing approach was vague with no specifics. Also filming is not part of the contract.
- (2) Proposed user fees were not included in the firms package.
- (3) The firms projected usage of parking areas offered no specifics.
- (4) The team could find no credible marketing plan in the firms proposal.

C. FINANCIAL STABILITY: 3 POINTS

- (1) The firm had little cash reserves.
- (2) The firm listed no five year operational plan.

D. COST/PRICE: 20 POINTS

- (1) The firm offered no rationale for its revenue projections.
- (2) The firm offered no guaranteed income to the VA.

Recap:

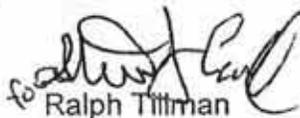
Past Experience	11
Marketing Concept	3
Financial Stability	3
Cost/Price	20
37	

Department of
Veterans Affairs

Memorandum

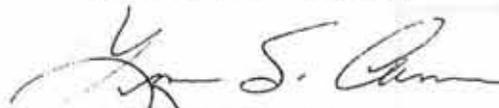
Date: June 18, 1999
From: Chief, Construction Contracting Section (600/NBC/CC)
Subj: Authorization for Enhanced Health Care Resources Sharing Authority - Selling
To: Acting Chief Executive Officer, Greater Los Angeles Healthcare System (691/00)
Thru: Vice President for Administration & Clinical Support (691/10A)

1. The purpose of this memorandum is to request authorization for Enhanced Health Care Resources Sharing Authority-Selling to permit contract award to be made to Westside Services, Beverly Hills, CA., to serve as Parking Manager to generate revenue from greater utilization of certain Vehicular Parking areas on the grounds of the VA West Los Angeles Healthcare Center. Upon approval, the anticipated Base Year performance period will be August 1, 1999 through July 31, 2000. At the discretion of VA, the contract may be extended 1 year at a time for an additional 4 years. The projected fixed revenue is \$7,500 per month. If applicable, the fixed revenue will be supplemented annually by a Share of Gross Revenue.
2. The resultant agreement conforms to all requirements of Section 301 of Public Law 104-262, Title 38 U.S.C. Section 8153, and VHA Directive 97-015 dated March 12, 1997.
3. Your approval will act as certification indicating that specific determination is made that: (1) veterans will receive priority for services under such an agreement, and (2) the agreement is necessary either to maintain an acceptable level and quality of service to veterans or will result in improvement of services to veterans. The conditions listed above have been met and are a sound business decision in the best interest of the Government and are a community benefit.


Ralph Tillman

Enclosures

Approved/Disapproved


for: Smith Jenkins, Jr.
Acting Chief Executive Officer

99 JUL 26 AM 10:45
RECEIVED
CONTRACTING
OFFICE

RECEIVED

ROUTING AND TRANSMITTAL SLIP

DATE 6/18/99

TO: *10A*
1. 691/10A

99 JUN 18 PM 12:49

INIT DATE

OFFICE OF THE DIRECTOR

2. 691/00

[initials]

3. 600/NBC/CC

[initials]

4.

5.

ACTION	FILE	NOTE & RETURN
APPROVAL	FOR CLEARANCE	PER CONVERSATION
AS REQUESTED	FOR CORRECTION	PREPARE REPLY
CIRCULATE	FOR YOUR INFORMATION	SEE ME
COMMENT	INVESTIGATE	SIGNATURE
COORDINATION	JUSTIFY	

REMARKS:

Forwarded for review and approval is a proposed Selling Agreement authorized in accordance with Title 38 U.S.C. 8153, Enhanced Health Care Resources Sharing Authority.

For additional information, please contact:

Ronald L. Townsend
NBC Contracting Officer
(562) [REDACTED]

Thanks.

Ronald L. Townsend

FROM: RONALD L. TOWNSEND
CONTRACTING OFFICER (NBC/CC)
VA Network Business Center

BLDG: 149
EXT: 5815

99 JUL 26 AM 10:45
NETWORK BUSINESS CENTER

Castillo, Theresa M.

From: Achen, Alan
Sent: Friday, July 12, 2002 12:34 PM
To: Castillo, Theresa M.
Cc: Tillman, Ralph D; Powell, Barbara A.; Hall, Michael J
Subject: RE: Parking Sharing Agreements

I have reviewed the proposed Westside Services Contract and approve. Ralph [REDACTED]
[REDACTED] **Attorney-Client**

Alan K. Achen,
Regional Counsel
Department of Veterans Affairs
Los Angeles, California
Phone: 310 [REDACTED]
Fax: 310-235-6150



Townsend, Ronald

From: Achen, Alan
Sent: Tuesday, June 15, 1999 9:03 AM
To: Townsend, Ronald
Cc: Happy, Brian J.
Subject: RE: Legal Review of Proposed ESA

Looks good.

Attorney-Client

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

From: Townsend, Ronald
Sent: Wednesday, June 09, 1999 4:30 PM
To: Achen, Alan
Cc: Happy, Brian J.
Subject: Legal Review of Proposed ESA

Good Morning, Alan. We have finally completed offer evaluations and intend to enter into the ESA for Control and Operation of certain Vehicular Parking Areas with Westside Services of Beverly Hills, CA. The vendor currently is running a "Park & Ride" shuttle from Lot #29 to the Getty Museum, under the name of Malibu Parking/Scott Limousine. Please perform a thorough review of the forwarded document and, upon your OK, I'll commence the process necessary to secure approval of VA West Los Angeles Healthcare Center management to enter into the award. Brian Happy (691/90) is fully aware of all elements of the proposed agreement and has forwarded to me a recommendation of WLA Asset Management to enter into the award. Call me if you need to talk about the agreement. Thanks.

<< File: ESA-Westside Services.doc >>

Ron Townsend
NBC Contracting Officer
(562 [REDACTED])



DEPARTMENT OF VETERANS AFFAIRS
Network Business Center
5901 East Seventh Street
Long Beach, CA 90822-5201



July 22, 1999

Via Facsimile

In Reply Refer To: NBC/CC

David Gallenson/Richard Scott
Westside Services
270 N. Canon Drive, Suite 1437
Beverly Hills, CA 90210

RE: Solicitation No. RFP600-059-99, Operation and Control of Parking at the VA West Los Angeles Healthcare Center

Gentlemen:

As you are aware, the proposed Sharing Agreement that was developed these past months in response to the referenced solicitation is under review within the Center's Executive Office. I fully expect the Agreement that we've negotiated to be approved for contract award by month's end. Upon such approval, it is my plan to make the contract award, effective September 1, 1999 for commencement of performance

Thank you for your patience during this review process. Should you have questions, feel free to contact me at (562) [REDACTED]

Sincerely,

Ronald L. Townsend
Contracting Officer



DEPARTMENT OF VETERANS AFFAIRS
Network Business Center
5901 East Seventh Street
Long Beach, CA 90822-5201



July 28, 1999

Via Federal Express

In Reply Refer To: NBC/CC

David Gallenson/Richard Scott
Westside Services
270 N. Canon Drive, Suite 1437
Beverly Hills, CA 90210

RE: Solicitation No. RFP600-059-99, Operation and Control of Parking at the VA West Los Angeles Healthcare Center

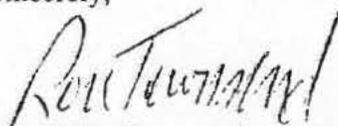
Gentlemen:

Please be advised that I have obtained approval to enter into an Enhanced-Use Health Care Resource Sharing Agreement with Westside Services based upon your response to the Solicitation No. RFP600-059-99 (as amended) for performance of the subject service. The performance period will commence September 1, 1999 and continue through August 31, 2000 (Base Year). The Government retains the sole right to permit additional yearly performance by exercise of Option Years (Four 1-year periods). We have assigned Contract No. V691S-154 to this Agreement and said number is to be cited on all future contractual correspondence.

Two (2) copies of the Agreement, originally signed, are forwarded for your review and execution. Please return one (1) copy to my office. Upon my receipt of a fully executed Agreement, I will make arrangements for a Pre-Performance Meeting of all parties, during which we will commence development of a Plan of Operation to govern performance of the work.

Thank you for your patience during the review and approval process leading to this contract award. We look forward to working with you in the future. Should you have questions, feel free to contact me at (562) [REDACTED]

Sincerely,


Ronald L. Townsend
Contracting Officer

Enclosures



Self-Certification Review Checklist Enhanced Sharing Contracts

Contract Number: V691S-154

Sharing Partner Name: Westside Services

Contract Amount: \$7,500/month, plus revenue sharing percentages as applicable

Contract Type: Enhanced Sharing Agreement – Parking Management

Reviewed by: Ralph D. Tillman, Director of Asset Management

Signature/Date: 7/28/99

Item	Yes	No	N/A	Comments
Is a copy of the executed contract available in the contract file?	X			
Does the contract include the following terms: <ul style="list-style-type: none"> The ability to cancel/amend the contract if the terms result in VA failing to meet requirements of law. The time period covered by the contract. The liability assumed by VA for failure to perform. Other terms such as quantities, deadlines, quality issues, hours of operation, manpower commitments and ability to deliver services as required? If the contract is for the use of equipment, does it address the responsibility for equipment maintenance or loss? 	X	X	X	
Is concept approval from VACO Rapid Response Team documented in the contract file?		X		
Is the contract for the sale of VA inpatient services for non-veterans? If so, was the permission of the Undersecretary for Health and Secretary of the VA obtained and documented the contract file?		X		
Is the basis of pricing included in the contract file?	X			
Does documentation exist to support local market rates assessment?	X			

Self Certification Review Checklist
Enhanced Sharing Contracts

Item	Yes	No	N/A	Comments
Does the contract recover full cost?	X			
Is the full cost data included in the contract file?	X			
What is the source of cost information used for pricing?				
If full cost is not recovered, what cost components are excluded from pricing consideration?			X	
What is the justification for not recovering full cost? <ul style="list-style-type: none"> • The services or goods are being sold to maintain essential clinical skills or to continue programs essential to the veteran population. • Prices are set by law or executive order and are not based on full cost or market price • Other 			X	
Is the market price being charged? If so: <ul style="list-style-type: none"> • Was the justification for using market price fully documented in the contract file? • Does the contract recover at least the local direct costs, i.e., fixed direct variable supply and variable labor costs? 				
Is the Regional Counsel's approval documented in the file? If yes, review the results.	X			
What is the composition of the business team?				NBC, Regional Counsel, OAM, Facilities, VAPD
Does the contract file contain a written recommendation from the Business Team to the VISN or Medical Center Director on whether to sell the resources and that the proposal meets the provisions of laws, regulations and policies?				
If the contract value is more than \$500,000, was the General Counsel's approval obtained?			X	
Are the services of the veterans in the Compensated Work Therapy (CWT) Program used in performance of this contract? If so, was the CWT Program reimbursed for the Veterans' time?	X X			
Does the contract file contain a copy of the marketing plan?	X			
Was the contract revenue recorded in the general ledger?	X			
Can revenue be tracked back to the specific products sold?	X			

Self Certification Review Checklist
Enhanced Sharing Contracts

Item	Yes	No	N/A	Comments
What billing and collection procedures were used?				Asset Mgmt Office procedures
What systems are used to record accounts receivable?				Recurring Alternative Revenue Report, Quick Books
Are provisions made for uncollectible accounts?	X			
Is the debtor being provided with due process notification?	X			

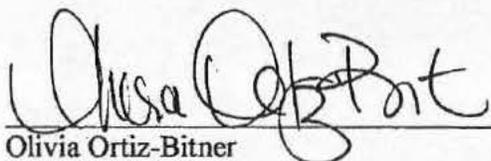
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**Certification of Compliance with Federal and VA Pricing Guidelines for VHA
Enhanced Health Care Sharing Contracts**

I, Olivia Ortiz-Bitner, Chief Financial Officer, certify that the pricing policies for the VA Greater Los Angeles Healthcare System materially comply/ do not comply VHA Directive 97-015, *Enhanced Health Care Resources Sharing Authority* and OMB Circular A-25, *User Charges*, and the Chief Financial Officers Act of 1990 (P.L. 101-576) (CFO Act). I further certify that I have reviewed and understand how these authorities apply to Enhanced Health Care Sharing contracts entered into by this facility. Instances where this facility does not comply with Federal and VA pricing policies are disclosed under the certification for compliance with the Statement of Federal Accounting Standards Nos. 4 and 7 (see *OF Bulletin 01GC2.03, Self-Certification Compliance with Statement of Accounting Standards Nos. 4 and 7 for VHA Stations*).



Olivia Ortiz-Bitner
Chief Financial Officer
VA Greater Los Angeles Healthcare System
310-478-3711 [REDACTED]



Ralph Tillman
Director, Asset Management
VA Greater Los Angeles Healthcare System
310 [REDACTED]

4/24/07

Date

4/6/07

Date

II.K.3.
EXECUTED AGREEMENT



**Enhanced Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System
West Los Angeles Healthcare Center**

1. **Sharing Agreement:** This Contract (V691S-154) is a Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.

This Contract provides for the use of Department of Veterans Affairs, **Greater Los Angeles Healthcare System, West Los Angeles Healthcare Center** building space, land use and/or other resources, as specified in subparagraph 1B below. The terms of the Contract are as follows:

- A. **Parties:** **Westside Services LLC, Beverly Hills, CA** (referred herein to as "**Sharing Partner**") and the **Department of Veterans Affairs, Greater Los Angeles Healthcare System (GLAHS)**.
- B. **Resources to be shared:** Control and Operation of Vehicular Parking Areas within the Greater Los Angeles Healthcare System for revenue generation. Determination of the parking areas to be utilized and approval of all parking use will be the responsibility of the Contracting Officer.
- C. **Period of Performance:** **Ten (10) Years with one (1) Ten Year Option**
Commencing: July 15, 2002
Expiring: July 14, 2012
- D. **Pricing and Payment Terms:** The Department of Veterans Affairs will receive 60% of all gross revenue the Sharing Partner generates. Sharing Partner will receive 40% of all gross revenue. Sharing Partner is responsible for all expenses, including insurance, labor, materials and overhead. The cost of expenses will be part of the 40% gross revenue the Sharing Partner receives. Payment and reconciliation report will be submitted quarterly or unless otherwise directed by the Contracting Officer.
- E. **Payment:** The Sharing Partner shall make all rent payments (user fees) payable to **VA Greater Los Angeles Healthcare System, West Los Angeles Agent Cashier**, referencing this Enhanced Sharing Agreement (ESA) Number. The Sharing Partner shall submit said payment and/or fee as mutually negotiated and agreed upon following full execution of this Contract. Payment(s) shall be in the form of a **certified or cashier's check, bank draft, or US Postal Money Order or US currency** and delivered to the address stated below:

Department of Veterans Affairs
VA Greater Los Angeles Healthcare System
Attention: Asset Management
11301 Wilshire Boulevard
Building #500, Room #6428
West Los Angeles, CA 90073

F. Authorization to Act on Behalf of the VA Greater Los Angeles Healthcare System, West Los Angeles: The Contracting Officer (hereinafter: "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, directions, work, and money. The CO shall give all direction for these areas. There will be no decisions on contractual matters involving this contract without prior consultation with the CO.

G. Restriction: The Department of Veterans Affairs (hereinafter: "DVA"), GLAHS, prohibits the use of VA property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts). The DVA, GLAHS, prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA, GLAHS, has been obtained and such approval is incorporated into this Contract. The DVA, GLAHS, prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY.

H. Security: The DVA shall provide law enforcement security, and may patrol the performance area. Should other security arrangements be necessary, this Contract will specify such arrangements. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) OR VA Greater Los Angeles Healthcare System, West Los Angeles VA Police may be conducted during the period of performance.

I. Insurance: Sharing Partner shall furnish, at its own expense, original certificates of insurance to the DVA, five (5) days prior to the move-in date. The term of the insurance must be for the duration of the event covered by this Sharing Agreement, including move-in event and move-out days.

The Sharing Partner shall provide a minimum of One Million Dollars, (**\$1,000,000.00**). Liability Insurance prior to commencement of performance, and such insurance will be effective throughout period of performance. Proof of such insurance shall be hand-delivered or mailed to the Contracting Officer prior to commencement of performance of this Contract.

Sharing Partner shall include each of its affected (Subcontractors, Exhibitors or Service Personnel) as insured under the policies of insurance required, or alternatively shall provide to Department of Veteran Affairs certificates of insurance and binding endorsements evidencing satisfactory compliance by each subcontractor with insurance requirements as follows:

1. Types and Limits of Insurance required

- a) Comprehensive or Commercial general liability insurance to include the following coverage's; premises/operations, products/completed operations (when applicable), contractual personal injury, broad form property damage, with limits not less than One Million Dollars, (**\$1,000,000.00**) combined single limit for bodily injury and property damage.

- b) Compensation Insurance and Employer's Liability Insurance, as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars **(\$1,000,000.00)** per accident.
- c) Comprehensive Automobile Liability Insurance with limits of no less than One Million Dollars **(\$1,000,000.00)** per occurrence combined single limit for bodily injury and property damage, including coverage or owned, non-owned and hired vehicles, including loading and unloading operations.
- d) The DVA may require other insurance coverage deemed appropriate for a specific event.
- e) The DVA Contracting Officer or designee is hereby authorized to reduce the requirements set forth herein in the event it is determined that such reduction is in the best interests of the DVA. Such reductions shall not be binding unless in writing and signed by the DVA Contracting Officer or designee.

2. Coverage

- a) The Department of Veteran Affairs its boards and commissions, officers, agents, employees and volunteers must be named as additional insureds and are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Sharing Partner; products and completed operations of the Sharing Partner; premises owned or used by the Sharing Partner on which Sharing Partner is performing the services on behalf of the Department of Veterans Affairs. The coverage shall contain no special limitations on the scope of protection afforded to the DVA, its boards and commissions, officers, agents, employees and Volunteers.
- b) Sharing Partner's and/or Subcontractors insurance coverage shall be primary insurance as respects the DVA, its boards and commissions, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the DVA, its officials' employees and volunteers shall be in excess of Sharing Partner's insurance and shall not contribute with it.
- c) Coverage shall state that Sharing Partner's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d) Each insurance policy is required by this Clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Department of Veterans Affairs.

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

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

4. Acceptability of Insurers

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

5. Verification of Coverage

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

6. Remedies for Breach of Insurance Requirements

If Sharing Partner, for any reason, fails to maintain insurance coverage, which is required pursuant to this Sharing Agreement, the same shall be deemed a breach of contract. DVA at its sole option may terminate this Sharing Agreement and obtain damages, if any, from the Sharing Partner resulting from said breach.

J. **Sharing Partners will ensure performances area(s) is/are restored to pre-existing or better conditions (fair wear and/or tear expected) at expiration of performance.** The Sharing Partner shall be responsible for all damages to **VA Greater Los Angeles Healthcare System, West Los Angeles** property caused by their negligence, etc. and any repairs, if necessary, will be at the expense of the Sharing Partner.

2. General Terms and Conditions:

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

B. **Termination and/or Suspension:** The Department of Veterans Affairs may terminate this Contract for cause by giving at least Ninety (90) Days notice. The Department of Veterans Affairs may termination for convenience only if the land authorized for use is needed by the department to provide services for veterans. Notice for termination for convenience will be Three Hundred and Sixty Days (360). In the event of any termination:

(i) Sharing partner shall be responsible for payment for all services rendered by the **VA Greater Los Angeles Healthcare System, West Los Angeles** prior to the effective date of termination; and

(ii) Sharing Partner will be responsible to have an unrestricted Termination for Convenience clause in all subcontracts with entities it authorizes to park on VA property.

Termination for Cause - The Government may terminate this Contract, or any part hereof, for cause in the event of any default by the Sharing Partner, or if the Sharing Partner fails to comply with the primary intent of the contract, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the

Government shall not be liable to the Sharing Partner for any amount for supplies or services not accepted, and the Sharing Partner shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed as termination for convenience. The DVA reserves the right to unilaterally terminate this agreement immediately if Sharing Partner has caused Government owned assets or the public to be endangered.

Suspension of Performance – This Contract can be suspended by **DVA (Network Business Center Contracting Officer)** with 24 hours notice at any time should it be necessary in the event of a Federal emergency or other disaster affecting the operation of the Federal Government, without cost liability assessed the Government. Performance will be permitted to continue upon cancellation of the suspension following stabilization of the emergency or other disaster.

C. **Modification:** This Contract may need to be modified during the term. All modifications shall be in writing and, except for termination, and have the written consent of both parties.

D. **Governing Law:** This Contract shall be governed, construed, and enforced in accordance with Federal law.

E. **Contractor Disputes:** All disputes arising under or relating to this Contract shall be resolved in accordance with this clause.

1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract Terms, or other relief, arising or relating to the Contract.

2. Any controversy or claim arising out of or relating to this Contract on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall furnish a written reply on the claim to the Sharing Partner.

3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to his contract, or breach thereof, shall be settled by arbitration at the VA Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.

F. **Use of the VA Greater Los Angeles Healthcare System, West Los Angeles name (Advertising):** Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other material belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA (Endorsements, Advertising) subject to (*5 C.F.R. 2635.702*).

G. **Indemnification:** Sharing Partner shall hold harmless and indemnify the VA from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Contract. Reciprocal Indemnification Clause: as determined under and to the extent permitted by the provisions of the **Federal Tort Claims Act (28 USC Sections 2671-2680)**, the United States shall be liable for and hold harmless **Westside Services, LLC** its agents and employees from any and all claims, suits, losses, damages or expenses for injuries to any and all persons whomsoever, and all property damage, arising or growing out of or in any manner connected with any activities performed under the authority of the Agreement.

H. **Independent Contractor:** The **VA Greater Los Angeles Healthcare System, West Los Angeles** is an independent contractor with respect to the services performed under this Contract. Nothing contained herein shall be construed as an employment relationship or partnership between **VA Greater Los Angeles Healthcare System, West Los Angeles** and Sharing Partner.

I. **Exercise Option(s):** In the event DVA desires to exercise an Option to extend the Period of Performance, the DVA Contracting Officer shall notify the Sharing Partner, in writing of such intent not less than sixty (60) calendar days prior to the expiration of the current Period of Performance. Following such notification, the Option may be exercised within the thirty (30) calendar days period to expiration of the current Period of Performance.

I. **Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

VA Contact Person

Ralph D. Tillman, Contracting Officer
 Director, Asset Management
 VA Greater Los Angeles Healthcare System, WLA
 Department of Veterans Affairs
 11301 Wilshire Boulevard
 Los Angeles, California 90073

Telephone: (310) [REDACTED]
 Facsimile: (310) 268-4196

Sharing Partner

Mr. Richard Scott, Senior Mgr.
 Westside Services, LLC
 270 N. Canon Dr., Ste. 1437
 Beverly Hills, CA 90210

Telephone: (310) [REDACTED]
 Facsimile : (310) 457-1315

J. **Severalty:** If any provision of this Sharing Agreement or the application thereof shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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

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

Westside Services, LLC
Beverly Hills, CA

By



Ralph D. Tillman
Director, Asset Management
VA Greater Los Angeles Healthcare System
11301 Wilshire Boulevard, Room 6426
Los Angeles, CA 90073

7/15/02
Date

By



Richard Scott, Senior Manager

7-15-02
Date

Contract V691S-154

Modification #1

Westside Services will provide parking management services on an as needed basis (as determined by the Contracting Officer). This will include improvements to the parking areas. The scope of services will cover all areas of the Greater Los Angeles Healthcare System

Westside Services will provide consulting and construction services, on an as need basis, to GLAHS to provide services related to the operation and management of parking at the GLAHS.

Westside Services will provide an annual reconciliation report.

All other provisions of the contract remain the same.



Ralph Tillman, Contracting Officer

7/22/02



Richard Scott, General Manager, Westside Services

7/22/02



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

May 25, 2011

In Reply Refer To: 691/10A5

Richard Scott
Westside Services, LLC
9663 Santa Monica Blvd.
Suite 2000
Beverly Hills, CA 90210

Dear Mr. Scott,

This letter is in regard to the contract (V691S-154) between the VA Greater Los Angeles Healthcare System (GLAHS) and Westside Services, LLC. Effective immediately, GLAHS is exercising the option years within the contract thus extending the terms through July 14, 2022. If you have any questions feel free to contact me at (310) [REDACTED]

Sincerely,

Ralph Tillman,
Chief, Communications and External Affairs

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
(661) 632-1800

Los Angeles Ambulatory
Care Center
351 E. Temple Street
Los Angeles, CA 90012
(213) 253-2677

Santa Barbara Community
Based Outpatient Clinic
4440 Calle Real
Santa Barbara, CA 93110
(805) 683-1491

Sepulveda Ambulatory Care
Center and Nursing Home
16111 Plummer Street
North Hills, CA 91343
(818) 891-7711

West Los Angeles
Healthcare Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
(310) 478-3711