

Factor	Deficiencies	Advantages	Disadvantages	Risk	Offerors Understanding of the Solicitation Requirements	Feasibility of Approach
<b>Narrative Discussion: How DVA Program requirements will be achieved</b>						

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.

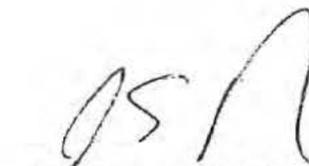
- 6) [REDACTED] proposal and interview rated 'Marginal' and/or 'Unacceptable' in all evaluation fields.

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).



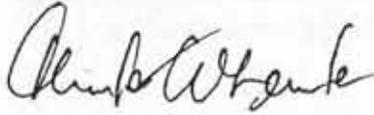
William Daniels  
Chief, Mental Health



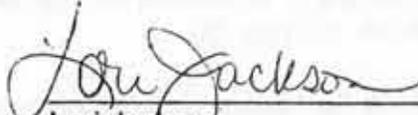
Jonathan Sherin  
Associate Chief,

Page 3.

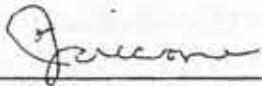
West Los Angeles Golf Course Contract Award



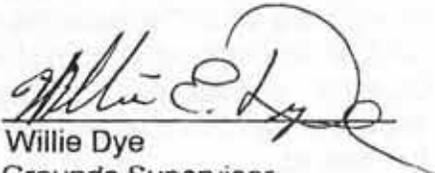
Charles Lemle  
Chief,  
Environmental Management Service



Lori Jackson  
Associate Chief,  
Asset Management



Joseph Ciccone,  
Program Manager,  
Veterans Community Employment  
Development



Willie Dye  
Grounds Supervisor

# Memorandum

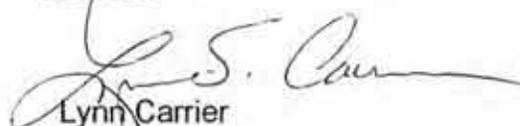
Date: August 18, 2010  
From: Associate Chief, Asset Management (10A5)  
Subj: U.S. Vets Initiative/VA Enhanced Sharing Agreement and Development Plan for WLA Golf Course  
To: Director (00)  
Thru: Associate Director for Administration and Support (10A2)  
Thru: Chief of Communications and External 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



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

March 3, 2010

In Reply Refer To: 691/10A5

Ryan Sullivan  
1326 ½ N. Fuller Avenue  
Los Angeles, CA 90046

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

Dear Applicant,

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.

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

Per the solicitation process, I assure you all bidders were held to the same criteria and considered equally in reviewing submitted proposals as well as personal interviews.

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

This letter is to inform you that upon review by the GLAHS Source Selection Board, it was determined that United States Veterans Initiative has been selected as the Preferred Provider.

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

We thank you for your participation as well as your continued interest and support of our Veterans. If you have any questions, feel free to contact Dominga Valentino at [REDACTED]

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

Sincerely,

  
Ralph Tillman,  
Contracting Officer



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

March 3, 2010

In Reply Refer To: 691/10A5

Terrence Gray  
1001 Austin Street  
Pangburn, AR 72121

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

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Sincerely,

  
Ralph Tillman,  
Contracting Officer



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

March 3, 2010

In Reply Refer To: 691/10A5

Richardo Johnson  
The Bandini Foundation  
5857 Cape Horn Drive  
Agoura Hills, CA 91301

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

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Sincerely,

Ralph Tillman,  
Contracting Officer



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

March 3, 2010

In Reply Refer To: 691/10A5

Art Dansby  
Southern Area Youth Program, Inc.  
1921 W. 98<sup>th</sup> Street  
Los Angeles, CA 90047

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

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Sincerely,

Ralph Tillman,  
Contracting Officer

**DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE  
Consensus Evaluation Form**

Bidder: Ryan Sullivan

Factor	Coding Score	Rationale for Rating
Past Experience	Red	No past experience in golf course operation. Knowledgeable & enthusiastic about 'golfing', but no experience evident beyond personal golfing experience.
'Operation and Management Concept	Orange	Unclear due to inexperience; no operational knowledge. No equipment. Good technical knowledge & IT ideas (e.g. website).
Financial Proposal	Orange	Impressive but not clearly defined and untested. No structure; approach did not meet requirements. Minimal experience to back proposal/requirements.

<p><b>Narrative Discussion: How DVA Program Requirements will be achieved</b></p>	<p>Orange</p>	<p>Not clearly formulated. No programs in place for meeting clinical aspect. Did not demonstrate how they would interact with Veterans.</p>
<p><b>Design Concept</b></p>	<p>Orange</p>	<p>None properly formulated. No plan for day-to-day operation of golf course. No plan for care and maintenance of golf course.</p>

**Signatures:**

<p><b>Joseph Ciccone, Program Director, Veterans Community Employee Development</b></p>	<p><b>Lori Jackson, Associate Director, Asset Management</b></p>
<p><b>William Daniels, Chief, Mental Health</b></p>	<p><b>Charles Lemle, Chief, Environmental Management Service</b></p>
<p><b>Willie Dye, Grounds Supervisor</b></p>	<p><b>Jonathan Sherin, Assoc. Chief, Mental Health</b></p>

**DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE  
Consensus Evaluation Form**

Bidder: United States Veterans Initiative

<b>Factor</b>	<b>Coding Score</b>	<b>Rational for Rating</b>
<b>Past Experience</b>	Blue	Outstanding golf course operation practices and clinical program support.
<b>Operation and Management Concept</b>	Green	Excellent operational plan and proposal, but subject to verification of on-site personnel. Proven track record. Consistent with mission of VA Medical Center.
<b>Financial Proposal</b>	Blue	Exceeds solicitation requirements. Extensive, readily available pool of resources. Resources from donations, no loan debt. Good commitment. Level of fiscal security exceeds requirements.

<p><b>Narrative Discussion: How DVA Program requirements will be achieved</b></p>	<p>Blue</p>	<p>Exceeds understanding and ability to execute VA clinical programs. In line with goals, mission and models for recovery and reintegration. Understood clinical mission; programs in place to support training and employment.</p>
<p><b>Design Concept</b></p>	<p>Blue</p>	<p>Excellent collaboration of UCLA, Synergy golf and US Vets. Clear understanding of VA mission.</p>

**Signatures:**

<p><b>Joseph Ciccone, Program Director, Veteran's Community Employee Development</b></p>	<p><b>Lori Jackson, Associate Director, Asset Management</b></p>
<p><b>William Daniels, Chief, Mental Health</b></p>	<p><b>Charles Lemle, Chief, Environmental Management Service</b></p>
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**DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE  
Consensus Evaluation Form**

Bidder: Terry Gray

Factor	Coding Score	Rational for Rating
Past Experience	Orange	Knows VA WLA course; clear, strong personal connection starting up VA WLA course; ex-CWT worker. No managerial or corporate experience; lack of structural organization; lack of resources.
Operation and Management Concept	Orange	No management plan or experience; did not demonstrate an operational and/or managerial understanding of what is required; no corporate structure or formal plan.
Financial Proposal	Red	Not included; none sent; no resources; did not meet minimal requirements.

<p><b>Narrative Discussion: How DVA Program requirements will be achieved</b></p>	<p>Red</p>	<p>Not included; none submitted.</p>
<p><b>Design Concept</b></p>	<p>Red</p>	<p>Not included; none submitted.</p>

**Signatures:**

<p><b>Joseph Ciccone, Program Director, Veterans Community Employee Development</b></p>	<p><b>Lori Jackson, Associate Director, Asset Management</b></p>
<p><b>William Daniels, Chief, Mental Health</b></p>	<p><b>Charles Lemle, Chief, Environmental Management Service</b></p>
<p><b>Willie Dye, Grounds Supervisor</b></p>	<p><b>Jonathan Sherin, Assoc. Chief, Mental Health</b></p>

**DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE  
Consensus Evaluation Form**

Bidder: Southern Area Youth Programs, Inc.

<b>Factor</b>	<b>Coding Score</b>	<b>Rational for Rating</b>
Past Experience	Yellow	Has acceptable corporate experience and acceptable personal experience running a golf course.
Operation and Management Concept	Orange	Lack of clarity regarding degree of corporate involvement. No corporate structure. High degree of reliance on government equipment; no resources.
Financial Proposal	Orange	Lacked detail. No financial structure; short of solicitation requirements. No resources; Small assets (appear quickly expendable).

<p><b>Narrative Discussion: How DVA Program requirements will be achieved</b></p>	<p>Orange</p>	<p>No current plan. No discussion about interaction with Veterans and Veteran patient issues. Minimal level of clinical experience. Did not meet requirements.</p>
<p><b>Design Concept</b></p>	<p>Orange</p>	<p>Unable to determine based on materials submitted. Methods and/or 'plan' not clear.</p>

**Signatures:**

<p><b>Joseph Ciccone, Program Director, Veterans Community Employee Development</b></p>	<p><b>Lori Jackson, Associate Director, Asset Management</b></p>
<p><b>William Daniels, Chief, Mental Health</b></p>	<p><b>Charles Lemle, Chief, Environmental Management Service</b></p>
<p><b>Willie Dye, Grounds Supervisor</b></p>	<p><b>Jonathan Sherin, Assoc. Chief, Mental Health</b></p>

**DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE  
Consensus Evaluation Form**

Bidder: Bandini Foundation

Factor	Coding Score	Rationale for Rating
Past Experience	Yellow	Very good individual experience in golf course development and management. No corporate experience. Relative risk as a 'new venture'.
Operation and Management Concept	Green/Yellow	Very good plan and presentation, but lacked solid structure. High personal commitment. Well informed of Veteran population.
Financial Proposal	Yellow	Acceptable, sound business/financial proposal but some financial risk—based on personal assets. Lacked security.

<p><b>Narrative Discussion: How DVA Program requirements will be achieved</b></p>	<p>Yellow-Green</p>	<p>Good Understanding of requirements. Good clarity &amp; willingness to support VA programs but no solid plan to execute programs.</p>
<p><b>Design Concept</b></p>	<p>Yellow-Green</p>	<p>Good concept.</p>

**Signatures:**

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<p><b>William Daniels, Chief, Mental Health</b></p>	<p><b>Charles Lemle, Chief, Environmental Management Service</b></p>
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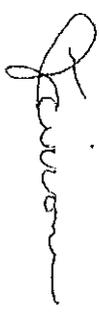
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<b>Narrative Discussion: How DVA Program requirements will be achieved</b>	Yellow-Green	Good Understanding of requirements. Good clarity & willingness to support VA programs but no solid plan to execute programs.
<b>Design Concept</b>	Yellow-Green	Good concept.

**Signatures:**

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William Daniels, Chief, Mental Health 	Charles Lemle, Chief, Environmental Management Service 
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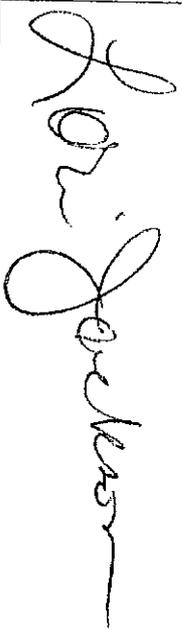
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Bidder: Ryan Sullivan

Factor	Coding Score	Rationale for Rating
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Operation and Management Concept	Orange	Unclear due to inexperience; no operational knowledge. No equipment. Good technical knowledge & IT ideas (e.g. website).
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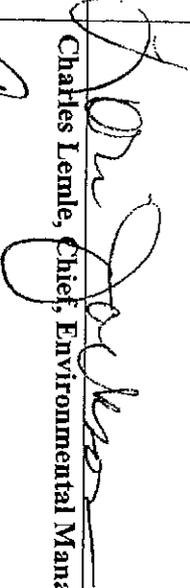
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 William Daniels, Chief, Mental Health	 Charles Lemle, Chief, Environmental Management Service
 Willie Dye, Grounds Supervisor	 Jonathan Sherin, Assoc. Chief, Mental Health
 	 

US Vets

DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE

Feb 2010

Consensus Evaluation Form

outstanding

Factor	Coding Score	Rationale for Rating
Past Experience	Blue - outstanding	<p>excellent operation plan + excellent prog support + excellent cost + financial support + experience</p>
Operation and Management Concept	Green - excellent	<p>operational plan + excellent prog support + verification of personnel on site</p> <p>- Program took reward - consistent w/ mission of military center</p>
Financial Proposal	Blue - outstanding	<p>excellent solicitation req's.</p> <p>- extensive oversight of 105000000 from donors not transparent</p> <p>- good commitment, level of security &amp; needs requirements</p>

<p><b>Narrative Discussion: How DVA Program requirements will be achieved</b></p>	<p>Blue - outstand.</p>	<p>excellent understanding + ability to execute VA clinical prog. Voc Rehab etc. . . .</p>
<p><b>Design Concept</b></p>	<p>Blue - outstand.</p>	<p>excellent collaboration with <del>the</del> <del>VA</del> <del>WFLA</del>, US Vets + <del>the</del> <del>VA</del> <del>Goal</del> Segments - Clear understanding of VA mission</p>

... vision of goals for reorganization + financing; mission + models; understand mission; clear. Prop to support our program and understand our program

**Signatures:**

<p>Bill Daniels, Community Care</p>	<p>Lori Moore, Associate Director, Public &amp; Consumer Affairs</p>
<p>Robert Benkeser, Chief, Facilities</p>	
<p>Charles Lemle, Manager, Environmental Care</p>	

Bardini

DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE

Consensus Evaluation Form

Factor	Coding Score	Rational for Rating
Past Experience	yellow	<p>good <del>at</del> experience - <del>limited</del> - but no corp. exper. - relative risk as a 'new venture'</p> <p><i>in go develop + mgmt</i></p>
Operation and Management Concept	green - yellow	<p>Very good plan &amp; presentation - well defined org structure - high personal commitment - informed of VA regulations</p>
Financial Proposal	yellow	<p>acceptable sound but <sup>some</sup> financial risk - based on business plan - locked equity personal assets</p>

Narrative Discussion: How DVA Program requirements will be achieved	follow - green	<p>Don't want to suggest VA programs good - understand of requirements willing to support and solid plan to execute to implement programs</p>
Design Concept	yellow - green	good concept

Signatures:

Bill Daniels, Community Care	Lori Moore, Associate Director, Public & Consumer Affairs <i>Lori</i>
<i>Wallo Tye</i> Robert Benkeser, Chief, Facilities	Dr. Johnathan Shorin
<i>Chief</i> Charles Lemle, Manager, Environmental Care	<i>Joseph Lavone</i>

S~~SA~~API - Southern Area Youth Program, Inc.

DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE

Consensus Evaluation Form

Factor	Coding Score	Rational for Rating
Past Experience	Yellow	<p><i>acceptable</i></p> <ul style="list-style-type: none"> <li>- No corp. experience</li> <li>- accept personal experience</li> </ul>
Operation and Management Concept	Orange	<ul style="list-style-type: none"> <li>- Lack of clarity <del>into</del> Re. degree of corp. involvement</li> <li>- <i>ultimately acceptable</i></li> <li>- High deg of reliance on govt equip</li> <li>- no resources</li> <li>- no corp structure</li> </ul>
Financial Proposal	Orange	<ul style="list-style-type: none"> <li>- Lacked detail</li> <li>- no resources; no ill assets. <i>appears quickly disposable</i></li> <li>- Short of solicitation requirements</li> <li>- no financial structure</li> </ul>

<p><b>Narrative Discussion: How DVA Program requirements will be achieved</b></p>	<p><i>change</i></p>	<p><i>no current plan - no discussion about interaction w/ Vets + related issues - did not meet VA peer reviews - minimal level of experience</i></p>
<p><b>Design Concept</b></p>	<p><i>Change</i></p>	<p><i>unable to determine level on materials submitted - methods remain not clear</i></p>

**Signatures:**

<p><b>Bill Daniels, Community Care</b></p>	<p><b>Lori Moore, Associate Director, Public &amp; Consumer Affairs</b></p>
<p><b>Robert Benkeser, Chief, Facilities</b></p>	
<p><b>Charles Lemle, Manager, Environmental Care</b></p>	

Ryan Sullivan

DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE

Consensus Evaluation Form

Personal

- no one outside beyond personal golfing experience
- no experience actually running golf course operation
- adding experience but no cert. exper.

Factor	Coding Score	Rational for Rating
Past Experience	<del>Strong</del> Poor	Knowledgeable of golf, but no experience in operating golf course in past experience in golf course operation
Operation and Management Concept	Strong	<ul style="list-style-type: none"> <li>- unclear due to inexperience</li> <li>- no operational knowledge</li> <li>- VMS equiv</li> <li>- good technical knowledge &amp; ideas</li> </ul>
Financial Proposal	Strong	<ul style="list-style-type: none"> <li>- impressive though understated &amp; not clearly defined</li> <li>- approach did not meet requirements in structure,</li> <li>- various design to back of proposed requirements</li> </ul>

**Narrative Discussion: How DVA Program requirements will be achieved**

	<p><i>overall</i></p>	<p><i>not clearly formulated - no programs in place for medical aspect</i></p> <p><i>- did not demonstrate how they would address element of VETS</i></p>
<p><b>Design Concept</b></p>	<p><i>overall</i></p>	<p><i>more properly formulated</i></p> <p><i>- no plan for day to day operation of GC</i></p> <p><i>- no plan for cases management plan of GC</i></p>

**Signatures:**

<p><b>Bill Daniels, Community Care</b></p>	<p><b>Lori Moore, Associate Director, Public &amp; Consumer Affairs</b></p>
<p><b>Robert Benkeser, Chief, Facilities</b></p>	
<p><b>Charles Lemle, Manager, Environmental Care</b></p>	

Tony Gray ✓

DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE

Consensus Evaluation Form

Factor	Coding Score	Rational for Rating
Past Experience	Orange / Marginal	<p>starting up with 9c  <small>strong</small>            100% personal contribution by cost worker, know both courses</p> <p>good personal, but no managerial or corp. experience            lack of structured org. lack resources</p>
Operation and Management Concept	Orange / Marginal	<p>no report plan or org chart            did not demonstrate an operational + mgmt understanding            plan</p> <p>- no corp structure or formal plan</p>
Financial Proposal	Red	<p>no budget            not included</p> <p>- no resources            - no structure, did not meet minimal requirements</p>

<p>Narrative Discussion: How DVA Program requirements will be achieved</p>	<p><i>Red</i></p>	<p><i>not included</i> - <i>was reviewed</i></p>
<p>Design Concept</p>	<p><i>Red</i></p>	<p><i>None included</i> - <i>none submitted</i> - <i>proposal unworkable</i></p>

Signatures:

<p>Bill Daniels, Community Care</p>	<p>Lori Moore, Associate Director, Public &amp; Consumer Affairs</p>
<p>Robert Benkeser, Chief, Facilities</p>	
<p>Charles Lemle, <del>Manager</del> <i>Chief</i>, Environmental Care</p>	

*Dr. Sherin*  
*Joe Lucente*  
*11/11/11*

**DEVELOPMENT AND OPERATION OF THE  
VA GOLF COURSE  
Consensus Evaluation Form**

**Bidder: United States Veterans Initiative**

<b>Factor</b>	<b>Coding Score</b>	<b>Rational for Rating</b>
<b>Past Experience</b>	Blue	Outstanding golf course operation practices and clinical program support.
<b>Operation and Management Concept</b>	Green	Excellent operational plan and proposal, but subject to verification of on-site personnel. Proven track record. Consistent with mission of VA Medical Center.
<b>Financial Proposal</b>	Blue	Exceeds solicitation requirements. Extensive, readily available pool of resources. Resources from donations, no loan debt. Good commitment. Level of fiscal security exceeds requirements.

<p><b>Narrative Discussion: How DVA Program requirements will be achieved</b></p>	<p>Blue</p>	<p>Exceeds understanding and ability to execute VA clinical programs. In line with goals, mission and models for recovery and reintegration. Understood clinical mission; programs in place to support training and employment.</p>
<p><b>Design Concept</b></p>	<p>Blue</p>	<p>Excellent collaboration of UCLA, Synergy golf and US Vets. Clear understanding of VA mission.</p>

**Signatures:**

<p><b>Joseph Ciccone, Program Director, Veteran's Community Employee Development</b></p>	<p><b>Lori Jackson, Associate Director, Asset Management</b></p>
<p><b>William Daniels, Chief, Mental Health</b></p>	<p><b>Charles Lemle, Chief, Environmental Management Service</b></p>
<p><b>Willie Dye, Grounds Supervisor</b></p>	<p><b>Jonathan Sherin, Assoc. Chief, Mental Health</b></p>

# Memorandum

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) **The Bandini Foundation** 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) **The Southern Area Youth Program, Inc. (SAYPI)** 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

Page 2.

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) **Ryan Sullivan** 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) **Terry Gray** 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,

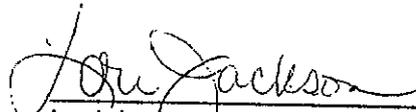
Mental Health

Page 3.

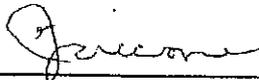
West Los Angeles Golf Course Contract Award



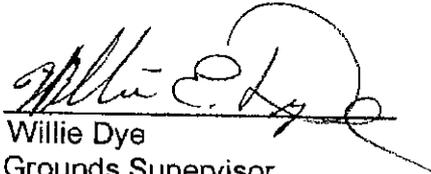
Charles Lemle  
Chief,  
Environmental Management Service



Lori Jackson  
Associate Chief,  
Asset Management



Joseph Ciccone,  
Program Manager,  
Veterans Community Employment  
Development



Willie Dye  
Grounds Supervisor

**RYAN P. SULLIVAN**  
**1326 ½ North Fuller Avenue**  
**Los Angeles, CA 90046**  
[REDACTED]  
**info@va-golf.org**

**December 12, 2009**

**Mr. Ralph Tillman**  
**Chief, Office of External Affairs**  
**VA Greater Los Angeles Healthcare System**  
**Office of Asset Management (10A5)**  
**Bldg. 220, Room 216**  
**11301 Wilshire Boulevard**  
**Los Angeles, CA 90073**

In Reference to 691/10A5 – Golf Course Management Proposal

Dear Mr. Tillman,

Thank you for the opportunity to work on a project that will benefit our nations Veterans. Upon review of my bound copy of the business plan and financial model delivered yesterday, I noticed your version was missing page 1. Enclosed are 5 corrected copies which I hope can replace the incorrect versions delivered yesterday.

We look forward to the opportunity to support the Compensated Work Therapy program, provide accounting expertise and credit card processing, and conduct public outreach programs for the VA golf course. We will be excited to hear about your selection of a Preferred Provider and are available to answer any questions or concerns you have with our plan of operation.

Warm regards,

*Ryan Sullivan*



Presented by

**RYAN P. SULLIVAN**  
1326 ½ North Fuller Avenue  
Los Angeles, CA 90046  
[REDACTED]  
info@va-golf.org

For Consideration by

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

In Reference to 691/10A5 – Golf Course Management Proposal

December 11, 2009

A. Course Availability

The Organization will maintain current "daybreak to sunset" hours of operations, 7 days a week. Summer hours are approximately 7:30am—7:00pm. Winter hours are approximately 8:00am—5:00pm. Holiday hours will be based on CWT availability. The Course will operate under a priority of play system. Clinically supervised patient therapy groups receive top priority. Veteran patients with a doctor's note for rehabilitation receive second priority. Veterans at large receive third priority. The remaining Course availability will be provided to the general public.

B. Fee Structure

The Organization will administer a PPS, including but not limited to providing an accounting system which enables credit card transactions. The following details the fee structure for play. Cost of play is designed to provide clinically supervised patient therapy groups and Veteran patients with a doctor's note for rehabilitation free golf. Veterans at large will receive a discounted rate. Modest annual increases are scheduled for paying participants.

Veterans Weekday	\$	7.00
Veterans Weekends	\$	7.00
Outpatients Weekday	\$	3.00
Outpatients Weekends	\$	3.00
Free-IP	\$	-
Free-Reg	\$	-
General Public Weekday	\$	14.00
General Public Weekends	\$	16.00
Seniors/Children Weekday	\$	7.00
Seniors/Children Weekends	\$	9.00
Twilight Discount	\$	(2.00)

C. GLAHS Mission Related Programs and Requirements

The Organization recognizes the main priority of the golf course is to provide therapeutic patient rehabilitation. This includes but is not limited to participation in the CWT program. The operations of the golf course allow for one full-time; permanent groundskeeper and an additional four CWT workers. The Organization is responsible for training participants in accounting procedures, golf course maintenance and for providing job placement assistance.

The Organization will comply with the wage and hour requirements of the Davis-Bacon Act; the GLAHS Clinical Program Component; the Veterans' Administration Motor Vehicle Traffic & Parking Policy; the Veterans' Administration Signage Policy; and the Federal Acquisition Regulation Section 52.222-26, Equal Opportunity as provided in attachments 2, 4, 5 and 6 respectively in the Request for Proposal.

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#### D. Course Usage

The Organization has relied on the schedule of usage provided in the latest income report made available by GLAHS. The annual details are provided below (and seasonal usage is detailed in F-4). Although general public usage may be deterred by the current course closure, the Organization believes demand will normalize in the first year of operations.

Rounds Played	
Veterans Weekday	1,963
Veterans Weekends	1,794
Outpatients Weekday	2,236
Outpatients Weekends	988
Free-IP	3,575
Free-Reg	1,261
General Public Weekday	2,743
General Public Weekends	2,054
Seniors/Children Weekday	689
Seniors/Children Weekends	429
Twilight Weekday	1,599
Twilight Weekends	572
<b>TOTAL</b>	<b>19,903</b>

### III. FINANCIAL PROPOSAL

#### A. Summary of Pro Forma Financials

The following discussion provides a summary of the five year financial plan detailed in the attached. The financial information incorporates the Usage and Fee Structure detailed above. The Organization will generate revenues through rounds paid for usage, approved concessions and merchandise sales. Expenses will include CWT reimbursements for labor, costs of goods sold, insurance, maintenance and Organization administration.

The Organization plans to generate approximately \$135,000 from rounds played. The increased amount of revenues earned versus GLAHS estimated revenues are attributed to increasing the fee for the general public, children and weekend play offset by a decrease in fees from seniors previously paying the full general public rate. The financial model also assumes a \$1.00 per annum increase in the fee for the general public, \$0.50 annual increase for seniors and children, \$0.50 for Veterans' and \$0.25 for Outpatients in year 3. There is a \$2.00 discount for twilight play which will be determined seasonally.

In addition, the plan assumes concessions and merchandise will be sold as a function of total rounds played. It assumes 1 in 4 players will purchase a drink for an average selling price of \$1.00 with a \$0.25 increase in year 3, 1 in 10 players will purchase a snack for an average selling price of \$1.00 with a \$0.25 increase in year 3, and 2 in 100 players will purchase merchandise for an average selling price of \$5.00 with a \$2.00 increase and 5 in 100 sales increase in year 3. Revenues earned in these categories are approximately \$9,000 in year 1.

The plan estimates the gross revenue from operations will be approximately \$145,000 in year 1 growing to over \$186,000 in year 5. Growth drivers include the increase in per round fees, concession pricing and 5 in 100 players purchasing merchandise in year 3 through 5.

Operating expenses include CWT reimbursements for labor, the cost of goods sold, insurance and maintenance. The plan provides for one full-time, permanent groundskeeper and four CWT workers. The plan also provides for an additional CWT worker in year 3. According to GLAHS requirements, CWT workers will be compensated at the California minimum wage plus 8.5%. The plan assumes this will be \$9.00 per hour and increase 5% annually. The plan includes a higher level of pay for the full-time groundskeeper with a 5% annual pay increase. Total labor expenses are planned to be \$92,040 in year 1.

The plan budgets \$36,000 for insurance and maintenance increasing 5% annually. The plan also assumes the cost of concessions and merchandise sold will be half the average selling price. Total operating expenses are planned to exceed \$132,000 in year 1 growing to approximately \$167,000 in year 5. Expense increases are due to increasing CWT labor usage and assumed annual increases in the cost of labor, insurance, concessions and merchandise.

The Organization plans that the net gain from operating PPS will be \$12,000 in year 1. The Organization will share these profits equally with GLAHS as directed. The profits are planned to gradually decline as additional CWT workers are added to the program.

#### B. Organization Costs

In the operation of the non-profit, the Organization will also incur start-up costs, capital expenditures to comply with public play requirements and advertising expenses. The plan accounts for these as general and administrative expenses borne as the sole responsibility of the Organization. The plan assumes annual costs will total \$14,300 to \$16,000 annually, slowly increasing over the 5 years of operations. The plan does not anticipate that major site renovations or development will be required for PPS.

#### C. Sources and Uses of Funds

The Organization will develop fundraising events, seek donations and develop community support for the operations of the golf course as a supporter of therapeutic patient rehabilitation. The plan accounts for a bi-annual golf tournament and quarterly BBQ as basic events. Funds raised from any events will be used for Organization expenditures with remaining amounts held for GLAHS approved development projects.

### IV. PROGRAM MILESTONES

#### A. Opening and Operating PPS

The first milestone of the program will be to complete all opening requirements and commence PPS. This includes filing necessary local, state and federal documentation; establishing accounting and management control procedures; initiating an advertising campaign; and working with GLAHS to enhance the experience for patients, veterans and the general public.

#### B. Fundraising

Fundraising is a critical component to the success of the Organization and ability to provide PPS. Based on the financial plan, the Organization will need to raise \$8,000 to \$15,000 annually to provide for necessary program expenses. With 6 planned events, donations at each will have to exceed \$1,300 to cover the operating expenses in year 1. In addition to operating donations, the Organization expects to work with the public to create defined development donations. Proposed development projects, established in conjunction with GLAHS, will be promoted and facilitated by the Organization.

### C. Program and Course Development

The final and most important milestone is enhancing the patient rehabilitation features of the course and CWT program. It is critical that the Organization works with GLAHS to provide a reliable and flexible source of solutions for project and operational development. Projects will be selected based on the priorities of GLAHS. The Organization will allow for an environment that trains CWT workers in golf course maintenance as well as for outside employment. Each CWT job placement and development project will be a milestone.

## V. DESIGN CONCEPT

### A. General Course Operations

The Organization plans to develop a website and reservation system for the course. Along with allowing credit card processing, the system will enhance public use through increased knowledge of available tee times. It will serve as a platform for public outreach for the re-opening of PPS and a calendar of events. It will provide an enhancement to the knowledge base of the CWT workers. The system can enhance concessions and merchandise by improving inventory management and offering cashless purchases.

### B. Site Plan

The Organization believes the current site meets legal requirements for PPS. Development projects for the site will be detailed in a Development Plan that will be produced in cooperation of GLAHS officials and requirements.

## VI. DEVELOPMENT PLAN, SHARING AGREEMENT, MEMORANDUM OF UNDERSTANDING

A Development Plan will be provided within 60 days of notifying the Organization of selection as the Preferred Provider. The Organization will cooperate with GLAHS officials to formulate details of the Plan. This includes discussions to address significant development, management, security and maintenance proposals, as well as providing working drafts of the Plan for GLAHS review and approval.

Upon completion and approval of a Development Plan, the Organization and GLAHS will draft and execute an Enhanced Sharing Agreement. The Enhanced Sharing Agreement will be completed within 90 days of notifying the Organization of selection as the Preferred Provider. GLAHS reserves the right to extend the 90 day period given negotiations are moving forward and 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. The Agreement will evidence all decisions mutually reached as to the business terms of the arrangement, formally establish the responsibilities of the Organization, detail procedures to operate, maintain or improve the Course and provide an effective date for management of the Course.

Further, a separate agreement in the form of a Memorandum of Understanding (MOU) will be developed between the Organization and the CWT program for reimbursement of payments made to Veterans participating in the program.

# Financial Model

Operations Commencing July 2010

	1	2	3	4	5
<b>1 Revenue</b>					
<b>A Fee Structure</b>					
Veterans Weekday	\$ 7.00	\$ 7.00	\$ 7.50	\$ 7.50	\$ 8.00
Veterans Weekends	\$ 7.00	\$ 7.00	\$ 7.50	\$ 7.50	\$ 8.00
Outpatients Weekday	\$ 3.00	\$ 3.00	\$ 3.25	\$ 3.25	\$ 3.50
Outpatients Weekends	\$ 3.00	\$ 3.00	\$ 3.25	\$ 3.25	\$ 3.50
Free-IP	\$ -	\$ -	\$ -	\$ -	\$ -
Free-Reg	\$ -	\$ -	\$ -	\$ -	\$ -
General Public Weekday	\$ 14.00	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00
General Public Weekends	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00
Seniors/Children Weekday	\$ 7.00	\$ 7.50	\$ 8.00	\$ 8.50	\$ 9.00
Seniors/Children Weekends	\$ 9.00	\$ 9.50	\$ 10.00	\$ 10.50	\$ 11.00
Twilight Discount	\$ (2.00)	\$ (2.00)	\$ (2.00)	\$ (2.00)	\$ (2.00)
<b>B Rounds Played</b>					
Veterans Weekday	1,963	1,963	1,963	1,963	1,963
Veterans Weekends	1,794	1,794	1,794	1,794	1,794
Outpatients Weekday	2,236	2,236	2,236	2,236	2,236
Outpatients Weekends	988	988	988	988	988
Free-IP	3,575	3,575	3,575	3,575	3,575
Free-Reg	1,261	1,261	1,261	1,261	1,261
General Public Weekday	2,743	2,743	2,743	2,743	2,743
General Public Weekends	2,054	2,054	2,054	2,054	2,054
Seniors/Children Weekday	689	689	689	689	689
Seniors/Children Weekends	429	429	429	429	429
Twilight Weekday	1,599	1,599	1,599	1,599	1,599
Twilight Weekends	572	572	572	572	572
<b>TOTAL</b>	<b>19,903</b>	<b>19,903</b>	<b>19,903</b>	<b>19,903</b>	<b>19,903</b>
<b>C Concessions</b>					
<u>Drinks</u>					
Sold per Round	0.25	0.25	0.25	0.25	0.25
Average Selling Price	\$ 1.00	\$ 1.00	\$ 1.25	\$ 1.25	\$ 1.50
Average Cost of Goods Sold (COGS)	\$ 0.50	\$ 0.50	\$ 0.63	\$ 0.63	\$ 0.75
<u>Snacks</u>					
Sold per Round	0.10	0.10	0.10	0.10	0.10
Average Selling Price	\$ 1.00	\$ 1.00	\$ 1.25	\$ 1.25	\$ 1.50
Average Cost of Goods Sold (COGS)	\$ 0.50	\$ 0.50	\$ 0.63	\$ 0.63	\$ 0.75
<u>Merchandise</u>					
Sold per Round	0.02	0.02	0.05	0.05	0.05
Average Selling Price	\$ 5.00	\$ 5.00	\$ 7.00	\$ 7.00	\$ 7.00
Average Cost of Goods Sold (COGS)	\$ 2.50	\$ 2.50	\$ 3.50	\$ 3.50	\$ 3.50

# Financial Model

Operations Commencing July 2010

	1	2	3	4	5
<b>2 Cost Structure</b>					
<b>A Operations</b>					
<u>Number of Employees</u>					
CWT Full Time	2.0	2.0	2.0	2.0	2.0
CWT Part Time	2.0	2.5	3.0	3.0	3.5
Groundskeeper	1.0	1.0	1.0	1.0	1.0
Administration	1.0	1.0	1.0	1.0	1.0
<u>Hours per Week</u>					
CWT Full Time	40	40	40	40	40
CWT Part Time	25	25	25	25	25
Groundskeeper	40	40	40	40	40
Administration	10	10	10	10	10
<u>Total Hours per Week</u>					
CWT Full Time	80	80	80	80	80
CWT Part Time	50	63	75	75	88
Groundskeeper	40	40	40	40	40
Administration	10	10	10	10	10
<u>Hourly Rate with Taxes, Benefits</u>					
CWT Full Time	\$ 9.00	\$ 9.45	\$ 9.92	\$ 10.42	\$ 10.94
CWT Part Time	\$ 9.00	\$ 9.45	\$ 9.92	\$ 10.42	\$ 10.94
Groundskeeper	\$ 15.00	\$ 15.75	\$ 16.54	\$ 17.36	\$ 18.23
Administration	\$ 15.00	\$ 15.75	\$ 16.54	\$ 17.36	\$ 18.23
<b>B Annual Maintenance Budgets</b>					
Insurance	\$ 18,000	\$ 18,900	\$ 19,845	\$ 20,837	\$ 21,879
Grounds	\$ 9,000	\$ 9,450	\$ 9,923	\$ 10,419	\$ 10,940
Equipment	\$ 9,000	\$ 9,450	\$ 9,923	\$ 10,419	\$ 10,940
<b>C Annual Advertising Budgets</b>					
General Purpose	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Fundraising Tournaments	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Fundraising BBQ	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000

# Pro Forma Income

Operations Commencing July 2010

	1	2	3	4	5
<b>Revenue</b>					
<b>Rounds</b>					
Veterans Weekday	\$ 13,741	\$ 13,741	\$ 14,723	\$ 14,723	\$ 15,704
Veterans Weekends	12,558	12,558	13,455	13,455	14,352
Outpatients Weekday	6,708	6,708	7,267	7,267	7,826
Outpatients Weekends	2,964	2,964	3,211	3,211	3,458
Free-IP	-	-	-	-	-
Free-Reg	-	-	-	-	-
General Public Weekday	38,402	41,145	43,888	46,631	49,374
General Public Weekends	32,864	34,918	36,972	39,026	41,080
Seniors/Children Weekday	4,823	5,168	5,512	5,857	6,201
Seniors/Children Weekends	3,861	4,076	4,290	4,505	4,719
Twilight Weekday	13,592	14,791	15,990	17,189	18,389
Twilight Weekends	6,006	6,435	6,864	7,293	7,722
<b>TOTAL</b>	<b>\$ 135,519</b>	<b>\$ 142,503</b>	<b>\$ 152,172</b>	<b>\$ 159,156</b>	<b>\$ 168,825</b>
<b>Concessions</b>					
Drinks	\$ 4,976	\$ 4,976	\$ 6,220	\$ 6,220	\$ 7,464
Snacks	1,990	1,990	2,488	2,488	2,985
Merchandise	1,990	1,990	6,966	6,966	6,966
<b>TOTAL</b>	<b>\$ 8,956</b>	<b>\$ 8,956</b>	<b>\$ 15,674</b>	<b>\$ 15,674</b>	<b>\$ 17,415</b>
<b>Gross Revenue</b>	<b>\$ 144,475</b>	<b>\$ 151,459</b>	<b>\$ 167,845</b>	<b>\$ 174,829</b>	<b>\$ 186,240</b>
<b>Operating Expenses</b>					
<b>Employees</b>					
CWT Full Time	\$ 37,440	\$ 39,312	\$ 41,278	\$ 43,341	\$ 45,509
CWT Part Time	23,400	30,713	38,698	40,633	49,775
Groundskeeper	31,200	32,760	34,398	36,118	37,924
<b>TOTAL</b>	<b>\$ 92,040</b>	<b>\$ 102,785</b>	<b>\$ 114,373</b>	<b>\$ 120,092</b>	<b>\$ 133,207</b>
<b>Concessions Cost Of Goods Sold</b>					
Drinks	\$ 2,488	\$ 2,488	\$ 3,110	\$ 3,110	\$ 3,732
Snacks	995	995	1,244	1,244	1,493
Merchandise	995	995	3,483	3,483	3,483
<b>TOTAL</b>	<b>\$ 4,478</b>	<b>\$ 4,478</b>	<b>\$ 7,837</b>	<b>\$ 7,837</b>	<b>\$ 8,708</b>
<b>Insurance and Maintenance</b>					
Insurance	\$ 18,000	\$ 18,900	\$ 19,845	\$ 20,837	\$ 21,879
Grounds	8,000	9,450	9,923	10,419	10,940
Equipment	9,000	9,450	9,923	10,419	10,940
<b>TOTAL</b>	<b>\$ 36,000</b>	<b>\$ 37,800</b>	<b>\$ 39,690</b>	<b>\$ 41,675</b>	<b>\$ 43,758</b>
<b>Total Operating Expenses</b>	<b>\$ 132,518</b>	<b>\$ 145,063</b>	<b>\$ 161,900</b>	<b>\$ 169,603</b>	<b>\$ 185,673</b>
<b>Annual Operating Income</b>	<b>\$ 11,957</b>	<b>\$ 6,396</b>	<b>\$ 5,945</b>	<b>\$ 5,228</b>	<b>\$ 567</b>
<b>Annual GLAHS Share</b>	<b>\$ 5,978</b>	<b>\$ 3,198</b>	<b>\$ 2,972</b>	<b>\$ 2,613</b>	<b>\$ 283</b>
<b>Annual Charity Income</b>	<b>\$ 5,978</b>	<b>\$ 3,198</b>	<b>\$ 2,972</b>	<b>\$ 2,613</b>	<b>\$ 283</b>
<b>General and Administrative</b>					
Administrator	\$ 7,800	\$ 8,190	\$ 8,600	\$ 9,029	\$ 9,481
Bank Fees	300	300	300	300	300
Annual Accounting	1,200	1,200	1,200	1,200	1,200
Advertising					
General Purpose	2,000	2,000	2,000	2,000	2,000
Fundraising Tournaments	2,000	2,000	2,000	2,000	2,000
Fundraising BBQ	1,000	1,000	1,000	1,000	1,000
<b>TOTAL</b>	<b>\$ 14,300</b>	<b>\$ 14,690</b>	<b>\$ 15,100</b>	<b>\$ 15,529</b>	<b>\$ 15,981</b>
<b>Annual Charity Income (Deficit)</b>	<b>\$ (8,322)</b>	<b>\$ (11,492)</b>	<b>\$ (12,127)</b>	<b>\$ (12,918)</b>	<b>\$ (15,698)</b>

# Rounds Detail

Operations Commencing July 2010

	Veterans	Outpatients	Free-IP/Reg	General Public	Seniors/Children	Twilight	TOTAL
<b>Rounds per Week-Spring</b>							
Week	36	28	51	60	10	31	216
Weekend	44	16	23	48	12	11	154
Total	80	44	74	108	22	42	370
<b>Rounds per Week-Summer</b>							
Week	36	36	73	86	35	48	314
Weekend	36	17	35	44	14	22	168
Total	72	53	108	130	49	70	482
<b>Rounds per Week-Autumn</b>							
Week	46	53	86	44	6	34	269
Weekend	28	23	23	41	4	11	130
Total	74	76	109	85	10	45	399
<b>Rounds per Week-Winter</b>							
Week	33	55	65	21	2	10	186
Weekend	30	20	16	25	3	94	186
Total	63	75	81	46	5	10	280
<b>Rounds-Annual Total</b>							
Week	1,963	2,236	3,575	2,743	689	1,599	12,805
Weekend	1,794	988	1,261	2,054	429	572	7,098
Total	3,757	3,224	4,836	4,797	1,118	2,171	19,903

# RYAN P. SULLIVAN

1326½ North Fuller Avenue, Los Angeles, CA 90046  
[REDACTED] [REDACTED]

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## FOCUS

Provide leadership in financial systems, process improvements, financial reporting and customer service  
Develop innovations

## EXPERIENCE

### THE WALT DISNEY COMPANY | JULY 2009– PRESENT

Senior Financial Systems Analyst, Data Management

Responsibilities include preparing ad hoc financial reports, creating written documentation of all systems and processes used to collect, store, analyze and report data to the reporting teams, coordinating review and approval of MPM products, processing vendor invoices for residual payments, maintaining database integrity and reviewing monthly financial results across The Walt Disney Company as a whole. Develop professional relationships with various business units, analyze and decipher accounting data to ensure that the statement reporting teams have accurate financial data. Identify problems and develop innovative solutions to further efforts toward continuous process improvements.

### ACCRETIVE SOLUTIONS | 2008 – JULY 2009

Consultant, Walt Disney Studio Controllershship

Provided system and process improvements geared towards financial accuracy and user performance across various reporting teams. Responsible for MPM product mapping, residual, participation and royalty system management.

### VIRGIN ENTERTAINMENT GROUP | 2006-2007

Senior Inventory Analyst

Provided inventory reporting for Virgin Megastores. Managed accurate general ledger balances and merchandise system valuations. Identified and corrected business processes. Supported monthly close. Managed inventory adjustments and physical inventory for the chain. Created merchandise performance reports. Maintained JDA queries and Access databases. Created inventory valuation models for audits.

### MGM HOME ENTERTAINMENT GROUP | 2004-2006

Senior Business Systems Analyst

Managed daily, monthly and annual financial reporting for Operations. Responsible for analysis of contract negotiations and retail promotions using Access Database models. Responsible for SAP process improvements and design, Annual Operation Plan presentations of key statistics, Electronic Data Interchange reporting management, master data project management and RFID security projects. Developed and lead Access and Excel training for Operations.

### WARNER BROS. | 2002-2004

Senior Financial Analyst

Developed financial forecasts and business plans for Procurement. Initiated and analyzed enterprise cost savings. Responsible for credit analysis of potential and existing vendors. Developed, launched and trained SAP BW system solutions. Developed vendor relationships.

### MILLENNIUM HANSON INTERNET PARTNERS | 2000-2002

Associate

Managed deal flow, investment analysis, and due diligence projects. Monitored investments. Prepared and implemented budgets and financial forecasts. Conducted business development projects. Assessed market opportunities and business risks. Presented investment opportunities to fund committees. Capitalization tables. Private placement memoranda. SEC registrations. Series A and B private equity investments.

### BANCAMERICA SECURITIES | 1998-1999

Analyst, Mergers and Acquisitions

Merger and corporate finance advisor. Developed offering memorandum, financial forecasts, PowerPoint presentations and target lists. Managed outreach and introductions. Analyzed audited accounting results. Prospective client development. Valuation modeling including discounted cash flows, comparable company and transaction analysis. Responsible for merger modeling and cross selling financial services.

## EDUCATION

UCLA | 1994-1998 BA Business-Economics with college honors. Minor in Accounting. Treasurer of Business Investment Society.

Claremont High School | 1991-1994 CSF lifetime member award. Golf team captain. Newspaper editor.

# 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  
38 U.S.C. 8153**

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

<b>Date of Issuance:</b>	<b>Friday October 2, 2009</b>
<b>Date of Pre-Proposal Meeting &amp; Walk-Thru:</b>	<b>Friday October 23, 2009</b>
<b>Offer Due Date:</b>	<b>Friday November 13, 2009</b>
<b>Contracting Officer:</b>	<b>Mr. Ralph Tillman (310) 268-3789 FAX (310) 268-4196</b>
<b>Submit Offers to:</b>	<b>VA Greater Los Angeles Healthcare System Office of Asset Management (10A5) Bldg. 220, Room 216 11301 Wilshire Blvd. Los Angeles, CA 90073</b>

Section 1, Qualifications and Past Experience:

Name: Terrance L. Gray  
Address: 1001 Austin St.  
Fayetteville, AR 72121  
Phone: 501-593-5251

Resume and Qualifications Attached

Section 2, Plan of Control and Management

The goal should be to find an honest person who would be partners with the VA and to share in the profits soon after a new clubhouse is built. I would like to finish the job I started before I was dismissed 9 years ago for catching one of the original thieves. I would like to hire only veterans so their lives may also be changed as mine was. It took me eight years to build what I did, now you want something done in five years, I did what I did with Vets in programs at the VA. Volunteers! DONATIONS. People who care about the VETS, that's what I would do. I did it once and it can be done again. We went wrong when we put people in the clubhouse that weren't in the sobriety programs.

General Conditions

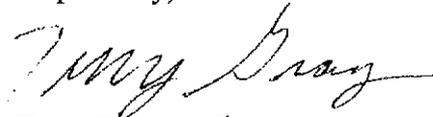
A. General: A, B, C, D, E, F. I say O.K.

Section II

Section II is all about not bringing me back, except if you count "Past Experience or "Design Concept." I will enclose pictures.

Every thing else should be discussed when you give the Golf Course to who you choose!

Respectfully,



Terry Gray, 101<sup>st</sup> Airborne

Date: December 8, 1992

From: Terry Gray

Subj: Degenerate State of the Golf Course

To: Director VAMC

*Copy of my  
Letter to the VA*

Webster's would say: vi 1. To decline in physical, mental or moral qualities; deteriorate. Somehow this state has shown it's ugly self in the appearance of the Golf Course's condition. It also says that if a soldiers morale degenerated, they would be unable to fight. If the enemy in this case were sickness and or, indifference would it still apply?

2. Biol: To revert to a less highly organized or simpler type. This is exactly what brought it to it's present condition. I don't ask you to change it. I ask you to let me change it. Let me work this as my Twelfth Step, and you will have saved one lost Vet. I can solidify my sobriety. I can assume the responsibility of the New Direction ideology. It's what I can do for my country, while I'm striving for my sobriety.

4. having lost or became impaired with respect to the qualities proper to the race or kind. All this should ring a bell with you, having taken over the job from a predecessor who had, shall we say, other hidden agenda's.

Finally it says: 7. one who has declined, as in morals or character, from a type or standard considered normal. Yes, and I can say, "It wasn't easy for me to get to my Degenerated State", I had to take on alot of different jobs. I met alot of different people. I can say I learned a lot on my road to destruction. But I survived. Now it's time for me to learn how to live.

F

Fix the Golf Course? NO PROBLEM.

How much? VERY LITTLE.

Why? Because it's there.

When? Whenever you say.

Expurgate the degenerated state of the Golf Course?

Sincerely and Respectfully,  
Terry Gray  
101st Airborne  
"Sobriety"

"American Golf" ask me what I needed  
 This was my "wish list" They delivered  
 It all on a truck! When I was a Volunter

Wish List

Buy

Ferry Golf

For

At Golf Course

2K value of equipment

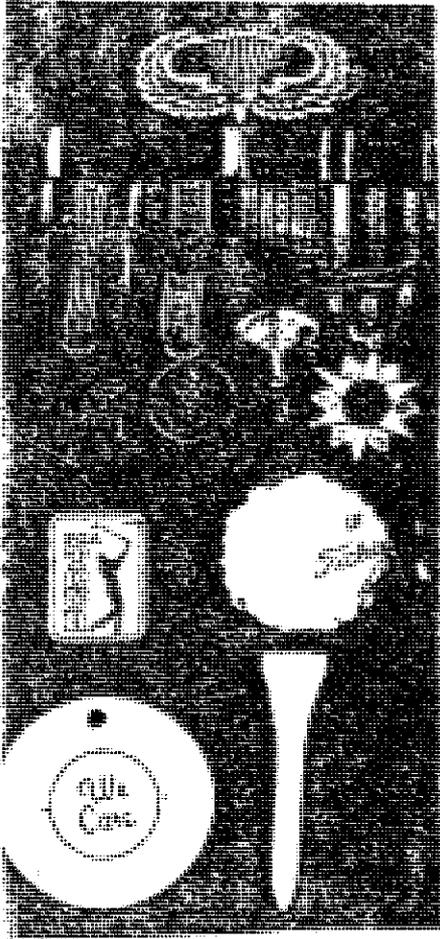
new  
 350

- 1 Back Hopper (Tow or Litter) ~~1000~~ 350
  - 2 3 or more Golf Carts for Senior List (Patients)
  - 3 2 Greens Master 105 or 150 or 150
  - 4 Rain Bird sprinklers heads (20)
  - 5 Fertilizer 13-13-13 or 15-15-15
  - 6 Bed Boat }  
 Bed Rig }
  - 7 E-Z Utility Vehicle - Damp-Proof
  - 8 Custom carrying all tractors
  - 9 Bank's Mower - Buy Wish
  - 10 cup changer (new)  
 PIC (1/2 + 2 in soup thimble)
  - 11 Razors
  - 12 Timer Boxes + Timers
  - 13 Greens Master III or 300 Buy Wish
  - 14 Coke machine
  - 15 Snack machine
- wish to give the club a present  
 Golf course and Club House
- Buy sand wedges 1/2 7/8 + 1/2 Putter

## He Will Come

Where has he been? He went to war at nineteen. He killed a man at twenty. He searched for twenty years or more to find the reason why. He's here. Maybe the answers are coming, they are long overdue or had he had them all along. He showed up, gut shot and tired, at building 500. When he found "Sobriety" in building 257C he went for a walk through the Japanese Garden and played 9-holes of golf and wrote this poem because he was told to write.

### The Golf Course

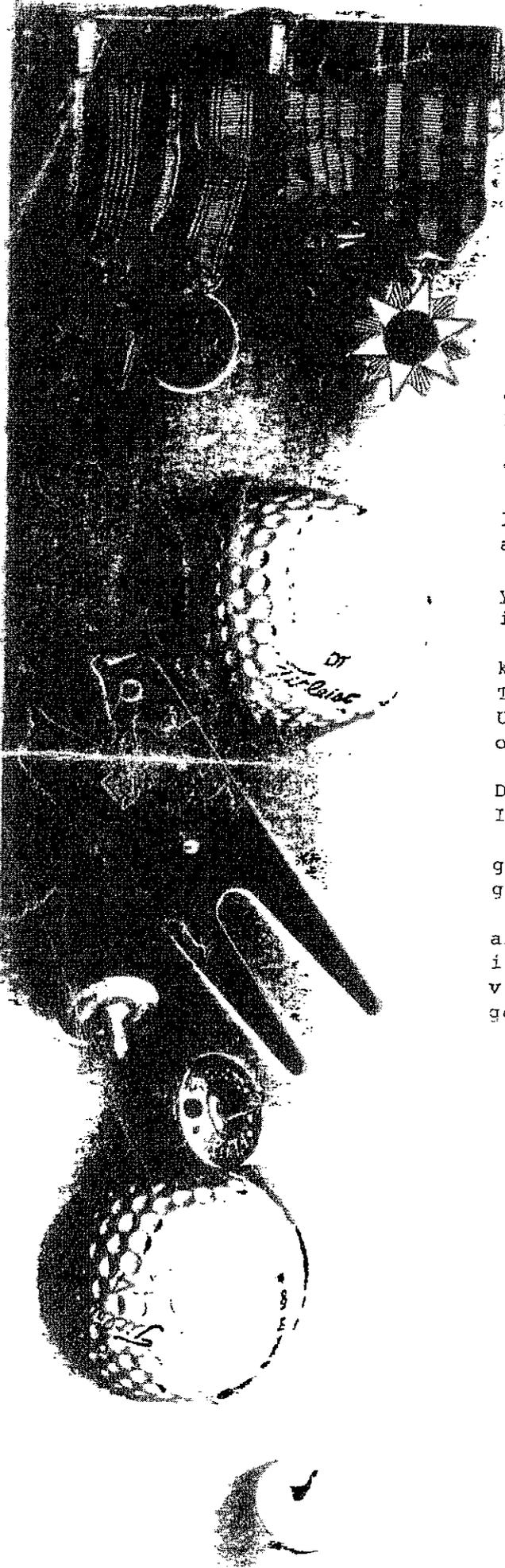


A golf course is to the living as a cemetery is to the dead. How do we treat our dead this day? Do we neglect them as they lie so still?  
Do they care if we treat them so?  
Do we let the grass grow? Grow, grow and barely mow  
At Arlington do they cut it low? So the living can find the graves, the names of the ones they know  
Keep the grass low so the ball will show  
The living play the game of golf. To rest. To relax. To rehabilitate oneself  
To get away from worries and hassles of life. To become one with nature, with God and the ball.  
The little white ball makes it a sport you know, where dreams and futures are destined to go.  
Money is made in many ways. From the ground keepers to the players. Nicklaus and Ray Trevino and Chi Chi were poor at one time. Until they could hit and putt the ball on the line.  
All they ask of the course they play.  
And this is all I have to say.  
Don't hide the ball on a shot that is good, in grass too long to be understood.  
When putting the ball for the win. The greens should be "Conditioned" to let it go in.  
If the grass is neglected and the greens are no good. Then, bury me, in a place that is good. Where the grass is cut low and the view is fine, or I'll take on the job I still have the time.  
I can fix up the course.  
I water and mow.  
These are all things, that I know.  
I can hand out the balls and clubs to the "VET."  
Give lessons with smiles. They'll have, "NO REGRETS."

What does he see now, as stands on the first tee, ready to strike the ball. He knows Bel-Air Country Club is up on the hill to the north. To his left, over there is the Riviera Country Club. He wonders. The Veterans Country. This country's, Country Club. Where dues are paid with blood. Who has it best?

He's proud to stand on the tree and strike the ball. It's a "New Beginning." So he tells himself: Go ahead play the game of life. The outcome will be there at the finish. Thank you VA, for being here for me.  
I AM He.

■Terry Gray



THE GOLF COURSE

A golf course is to the living as a cemetery is to the dead. How do we treat our dead this day? Do we neglect them as they lye so still? Do they care if we treat them so? Do we let the grass grow? Grow. Grow and barely mow.

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I water and mow.

These are all things, that I know.

I can hand out the balls and the clubs to the "VET'S".

Give lessons with smiles. They'll have, "NO REGRETS".

Terry Gray

101st ABN

"ABU"

"SOBRIETY"

*The Times, May 30, 2009*

# Money's missing; they're missing the links

Popular golf course in Brentwood is closed as federal investigators look into the suspected theft of greens fees.

BOB POOL

A popular golf course at the VA Medical Center in Brentwood has been closed to the public as federal investigators look into suspected embezzlement of greens fees there.

The nine-hole, par-3 course — built for returning World War II veterans by members of the Hillcrest Country Club — has been open in recent years to others who pay \$12 per round to play.

But as much as \$200,000 in user fees may be missing, according to some who are familiar with the course's operation.

The Department of Veterans Affairs' Office of Inspector General is investigating. VA officials in West Los Angeles say they do not intend to reopen the course until the probe is complete and an independent operator can be found for it.

Golfers banned from teeing up are angry at the shutdown.

"It's a bummer. It's sad," said Adam Goodly, a Santa Monica golfer who has played there two years.

"There are people who played there every day. It was cheap and not that crowded, a place you could take your time to play. It was just a fun place."

Gates to the rolling 7-acre course were padlocked March 30. The lush links are located beneath the Getty Center on the north side of the VA complex, which is divided by Wilshire Boulevard.

A VA spokeswoman initially attributed the closure to "operational issues" related to scheduling problems between public play and VA patients'

therapeutic golf outings.

This week, officials acknowledged that "financial improprieties" at the course were to blame.

"It's not a scheduling conflict. We have no means to take money for public play," said Ralph Tillman, director of asset management at the medical center.

"We are continuing to maintain the golf course. We have it open for patient or veteran activities for therapeutic uses."

Tillman said local VA officials plan to contract with an outside vendor — perhaps a nonprofit group — to operate the course in the future. He said there are no plans to redevelop the course for any other purpose. "We'll reopen when we get an outside partner to run it," he said.

The VA's inspector general declined to discuss specifics of the investigation, which was described as ongoing.

"A lot of people used the facility, a lot more than I'd imagined," said Doug Carver of the inspector general's office.

The closure was particularly disheartening to Terry Gray, a Vietnam War veteran who is credited with turning what had become a weed-choked, gopher-ridden space described as "a mortar impact area" into a showplace course.

Gray restored the course in the mid-1990s, working there seven years. Now 62, he lives in Arkansas.

Gray said the suspected embezzlement was uncovered by surveillance cameras reportedly installed in the circa-1947 tin Quonset hut that serves as the course's "clubhouse."

For their part, users of the course were looking forward to its reopening.

"It's a great place, especially for beginners," said Rob Scribner of Santa Monica as he waited to hit balls at the Rancho Park Golf Course driving

range. "My wife learned to play there."

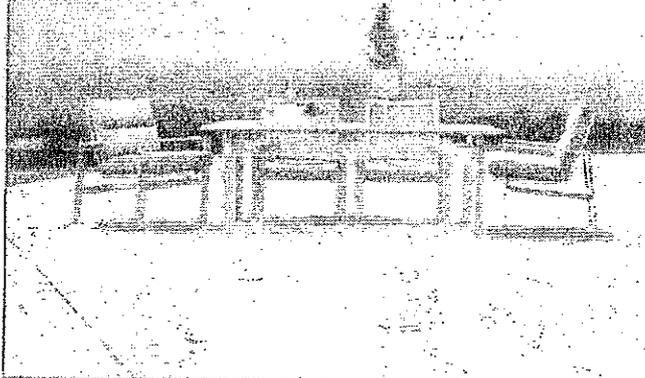
Jennifer Scribner agreed. "I'm disappointed. You could get on any time you wanted up

there," she said. "It is so casual. It's a pleasant place and it's beautiful."

bob.pool@latimes.com

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# MEMPHRO

2/14  
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There's a saying that every dog deserves one bite. That might not apply of course, if you're the one he's biting, but that's another battle for there.

The point is that tolerance toward animals is an important aspect of the Beashtlove era. Perhaps even to the degree of allowing as many as two bites.

Less fortunate is the biting man or, in this case, the punching man. He's not forgiven as easily as a dog, unless he's a famous.

Witness the case of Terry Gray, holder of the Purple Heart and Purple Heart from the Vietnam War. He landed one punch in self-defense and lost his future.

It happened last November. Gray, who is a trim 55 with hazel and blue eyes, thought the man was attacking him and dropped him with one punch. Bad idea. It took place at the V.A.'s Westside Medical Center, where the puncher was a groundskeeper and the punchee a hospital patient. The puncher was fired.

That could have ended it. A punishment fitting the crime, a lesson well taught. But there's more here. Gray was on his way back from midnight as thick as hell when the incident occurred. Once jobless, he had work. Once homeless, he had a place to live. Once a drunk, he was sober. But maybe even more important, Terry Gray, a

## One More Chance



man with a war-torn face in the crew of his company, had at last found a reason to go on living.

Gray was the man of the moment seven years ago. He was decorated with the VA honored him. And then...

His story goes back to the Vietnam War. As an airborne infantryman, combat had scars on his soul that even time couldn't erase.

He came out of it with an arm wound and a medal for having saved a whole squad of men by taking on the enemy single-handed. But medals don't buy peace, and Gray began knocking around the country, running from the pictures in his head, trying to escape disturbing memories.

The fact is far as I know, where he was shot in the side during a barroom brawl and ended up at the VA Hospital. There he was treated for the wound, for alcoholism and for the post-traumatic stress disorder that was tearing him apart. When the prognosis was bleak, he found

himself sober but homeless again, camping in the bushes near the facility's weed-infested golf course. It was preposterous.

Gray had worked as a groundskeeper in his previous days and couldn't stand the sight of the trees at the L.A. facility. A janitor said the golf course looked like a nuclear-waste area there were so many crater holes.

Gray began cleaning it up on his own and that so well he was hired by the VA. He not only got rid of the weeds but the rocks, he built a path, constructed walls, reconditioned putting surfaces and made the place look like new.

The veteran who used the course called it a miracle. Gray had the home and a job now. But the echoes of a war-induced rage still haunted.

The way Gray tells it, a VA patient who volunteered in the clubhouse was stealing money. The course had been opened to the public by then and was profitable. Gray took special pride in what he'd created and confronted the man.

He says the rage came at him with a golf club and whipped a pencil in his face. Gray clenched his. Others testified to what happened and the VA soon decided it was self-defense. The city attorney's office refused to file charges. Letters of support came in and petitions were

signed, but they didn't hold weight with the VA. Better a guy with that kind of disrepair who is already struggling with flashbacks and anger and you've got a bite in deep pain.

That's where Gray is now. The hand-derry himself in booze is never far away. He's a ringer for the dog.

Gray has appealed the ruling. Philip Thomas of the VA Health Care System says he's for the rule. He admits Gray for the way he punished himself and the course, "but I understand where I was justifying a worker's out a patient." He says he'll decide soon.

Anyone who has seen combat bears but tell you about nightmares. I can tell you how to wake up screaming. I'm not saying what was right. I'm just saying we give second chances to dogs, athletes, killers, politicians and Hollywood celebrities.

Maybe we owe a little something for the risked his life to save others. Can't we do that? Acknowledgment beyond a medal. Gray has another chance.

All Memphro's columns appear Sundays and you can see the rest of it online at [www.memphro.com](http://www.memphro.com)



Terry Gray has spent three years turning VA Medical Center's well-thumbed golf course into a showpiece.

# Taking Another Swing at Life

## Vietnam Veteran Brings Golf Course—and Himself—Back Up to Par

By JAMES HAINES  
Illustration by [unreadable]

A black-eyed Vietnam veteran, with a thousand-mile stare and an aching back, walked onto the grounds of the West Los Angeles Veterans Administration Medical Center three years ago and found a golf course in a state of neglect. Paper, tubes and magazines had piled to fill the hole's golf course.

It was an overwhelming task, but he was in a place he could know.

And it turned out to be the best thing that ever happened to him.

Private 1st Class Terry Gray and four men took what might have been the last swing of their lives, but they had been spending more time looking for lost balls than playing golf.

Today, redwood canopies, mature oak and maple surround the well-kept green, Kings' green and the manicured grounds beneath the famous Santa Monica Mountains. They played at first a golf course, and a man, now come back from the brink.

There is nothing epic or heroic in this story. Just something simple, ordinary and true.

"It all began in Vietnam" is the title of the grainy, first-hand movie footage that Gray shot when he was in the States in Vietnam. He later's home, it shows through the jungle along with the U.S. What's left of the forest of trees he shot when three decades ago are now only stumps of wood. But there are enough scenes of the low-level American army bases in Laos, Saigon, better than the rubber landing and Vietnam, disarmed and covered with them, to understand how a young

Photo by [unreadable]





Department of Veterans Affairs

Performance Award

*Presented to*

TERRANCE L. GRAY

*for significantly contributing to  
the mission of the Department by substantially  
exceeding performance requirements.*

GIVEN AT VA MEDICAL CENTER, WEST LOS ANGELES, CALIFORNIA

THIS 1ST DAY OF AUGUST, 1994

SUSTAINED SUPERIOR PERFORMANCE AWARD



A handwritten signature in black ink, appearing to read "Kenneth J. Clark", written over a horizontal line.

KENNETH J. CLARK  
DIRECTOR

# CERTIFICATE OF RECOGNITION

THIS CERTIFICATE IS HEREBY AWARDED TO

TERRY GRAY

IN APPRECIATION FOR YOUR CONTRIBUTIONS IN HELPING TO  
END THE CYCLE OF HOMELESSNESS FOR VETERANS IN LOS ANGELES COUNTY.

AWARDED THIS TWELFTH DAY OF SEPTEMBER, NINETEEN-HUNDRED AND NINETY-FOUR.



THOMAS R. CANTWELL  
Los Angeles Veterans Education and Training Services, Inc.  
Los Angeles Veterans Initiative, Inc.  
A Public-Private Partnership for Homeless Veterans



HARRY PREGERSON  
United States Circuit Judge  
U.S. Court of Appeals, Ninth Circuit

Department of Veterans Affairs

Outstanding Rating Certificate

Presented to

**TERRANCE L. GRAY**

*who has made a significant contribution to the mission of this Department through exceptional performance for the rating period.*

Given at WEST LOS ANGELES VA MEDICAL CENTER

This 31ST day of JULY 19 96

  
KENNETH J. CLARK  
DIRECTOR

From The Athletes and Parents of the  
**WESTSIDE SPECIAL OLYMPICS GOLF**

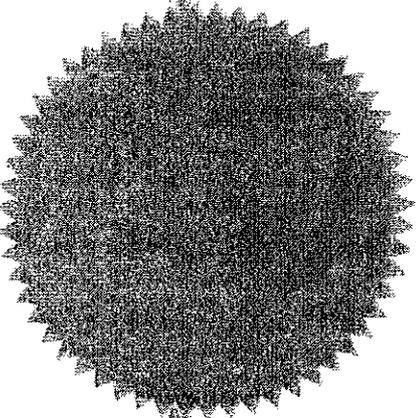
To our Friend and Coach

**TERRY GREY**

Many we say  
You are special in every way  
Patience, Creativity, and a Special Kind of Way  
Provides our Athletes with a sense of completion and knowing how to play  
The Great Game of Golf Today!



*December 11, 1997*



**Los Angeles Olympic Organizing Committee**

Los Angeles, California 90084 USA  
Telephone (213) 209-1984  
Telex: 194694 • Int'l: 4720482



17 August 1984

Dear Terry Gray,

Thank you for being a part of the XXIIIrd Olympiad at Olympic JUDO. It was my pleasure working with you and I hope we have the opportunity to meet again sometime in the future. Or, at least in Seoul in 1988!

For your information, you volunteered 167 hours between July 14, 1984 and August 11, 1984 as an Access Controller with the Judo Venue. It was heartwarming for our foreign visitors to realize that many people like yourselves gave so much to be a part of the Olympic movement.

Again, it was my pleasure to have worked with you.

A handwritten signature in cursive script, appearing to read 'Stephen M. Leech'.

Stephen M. Leech  
Access Control and Accreditation Manager  
Olympic Judo at CSULA

**Los Angeles Olympic Organizing Committee**

Los Angeles, California 90084 USA

Telex: 6831420

Telephone (213) 305-1984



11 August 1984

Dear *Terry Gray*

You have been identified by your department manager as one of those few who have contributed substantially to the Olympic effort at JUDO. While you may lose or forget this token of the LAOOC's appreciation, your contribution to the XXIIIrd Olympiad will never be forgotten.

Please present this letter between 4:00 and 6:30 to the personnel in room 202 on the far east side of the second floor of the Gymnasium, to receive our token of thanks.

Commissioner Reich and his Staff thank you for all your time and effort.

*RS*

*John  
F-11*

• Derek Goes  
10795 Woodbine St. #212  
Los Angeles, Ca. 90034  
[REDACTED]

To whom it may concern:

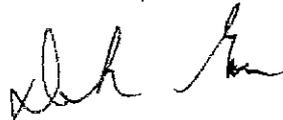
I was an eye witness during the confrontation between Terry and Barran at the Veterans Golf Course.

To the best of my knowledge this is what I recall:

Terry came over to the putting green where myself and two other golfers were talking. Seconds later Barran came over and confronted Terry on a matter of stealing and pleading his innocence. I recall it was about Barran being caught stealing something. This quickly grew into Barran verbally forcing Terry to see his point of view. Then I remember Barran saying to Terry, "I don't need these clubs, (he was holding two clubs in his left hand) to kick your fuckin ass." I turned back to talk with the other golfers and Terry said to Barran, "get that pencil out of my face". I turned back around and there was a pencil sticking out of Barran's clenched fist, between his middle and forfinger. At that time Terry backpeddled to off of the green, putting 5 to 8 feet between himself and Barran. I turned back to the other golfers thinking it was over and out of the corner of my eye I saw Barran go at Terry. By the time I turned all the way around Barran was lying on his back.

This is exactly what happened from my point of view.

Derek Goes,



*Howard Engelman*

*111 North Glenroy Avenue, Los Angeles, California 90049*

Philip P. Thomas & John Fitzgerald  
Department of Veterans Affairs  
Veterans Administration Greater Los Angeles Health Care  
Building 218  
West Los Angeles, CA 90073

Gentlemen:

Several years ago, while walking around the Japanese Gardens at the Veterans Grounds I found the par three golf course that had been donated to the hospital by the Hillcrest Country Club during the second world war. It was in terrible condition. The course was filled with gopher holes, wild grass and weeds and was not much more than a meadow.

It occurred to me that if the golf course could be improved it would be a valuable recreation activity for the veterans as well as a source of income from public use. I spoke to the gentleman in charge and he said if I would donate flags for the greens and get some golf clubs for the veterans to use they probably could get it in better shape. He retired shortly after our early meetings but I went ahead and purchased the flags and started to collect golf clubs and golf balls from Hillcrest Country Club and Mountain Gate Country Club.

Terry Gray took over the maintenance of the grounds at this time. With total dedication he diligently started the improvement of the golf course eliminating the gophers, replanting the grass, improving the sprinkler system, creating professional greens, built the beautiful brick patios, built and improved the rest room facilities and created a totally professional atmosphere for the golfers. Terry was aware of the veterans needs and made sure they had the priority in the use of the facilities. He encouraged me to continue to collect golf clubs which he made available to everyone.

Over the past years he has asked me to purchase new flags whenever the old ones started to tear, I was glad to cooperate with Terry as I could see the pleasure the course offered to so many.

Terry dedicated himself totally to the improvement and maintenance of the area. He is highly respected in the golf community for what he has accomplished and he has always been considerate of everyone's feelings and handled difficult situations graciously.

Perhaps there has been a personality conflict with someone who has undermined his ability and performance, however it would be a terrible loss if Terry is not reinstated. I urge you to reconsider his dismissal.

Sincerely,

*Howard Engelman*

UNIVERSITY OF CALIFORNIA, LOS ANGELES

UCLA

James S. Tomlinson, M.D.  
Division of Surgical Oncology  
Lab: [REDACTED]  
Fax: (310) 825-7575

UCLA School of Medicine  
Department of Surgery  
Box 951762  
Los Angeles, CA 90095-1782

1/15/2000

To Whom It May Concern,

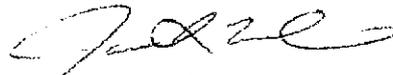
I am writing this letter as a character reference for Terry. I have known Terry for approximately six years. His leadership has turned the VA golf course into an enjoyable and pleasant experience. Since he has been in charge of this facility, the course has improved from a barely playable course to a legitimate par 3 course where people can enjoy the game. He has created an atmosphere where the general public and veterans can socialize and learn the basics of the game. Furthermore, he has instilled a sense of pride into all who come to the course.

Terry is much more than a manager of a golf course. He has initiated a program of golf instruction for mentally handicapped individuals. If you question his temperament and patience as a person, all you need to do is observe him with these individuals. As a physician, I can only hope I can be as compassionate and giving of my time as Terry.

I was saddened to here of the incident, because this does not fit the character that I have come to know. Terry has dealt with many difficult issues that always arise on a small golf course where the holes are so close together. He has always acted in a professional manner and diffused a number of situations between golfers and staff in the past.

I wish I could be writing this letter for a different purpose, namely, honoring Terry for his hard work, dedication and commitment to bettering the VA and the community. It is my hope that Terry will be reinstated in his position at the VA golf course because the course has already suffered in his absence. I feel Terry is truly a good man. A man the VA should be proud to have working for them.

Sincerely,



James S. Tomlinson, M.D

Copies

MEMORANDUM

From: The Patrons of the Brentwood VA Golf Course

To: Philip P. Thomas, CEO, West Los Angeles Veterans Administration,  
 John Fitzgerald, West Los Angeles Veterans Administration  
 John Darlington, Willy Durr, CWT Program, WLA VA  
 Kenneth Clark, CEO, VA Administration, Washington DC  
 Senator Barbara Boxer  
 Senator Diane Feinstein  
 Mayor Riordan  
 Supervisor for L.A. County, Zév Yaroslavsky  
 U.S. Congressman Henry Waxman  
 Representative Xavier Becerra  
 Representative Lucille Roybal-Allard

Subject: Appeal for reinstatement of Terrence (Terry) Gray, chief greens keeper,  
 West Los Angeles VA Golf Course

Date: December 1999

We the undersigned, are formally protesting the removal of the head greens keeper, Terrence (Terry) Gray,

We have known Terry for many years, and he has always been very courteous and considerate to us and the veterans alike. Furthermore, we believe that he has done an outstanding job, refurbishing the course from a potato field into its present state, due to his hard work, diligence and research.

We feel that his permanent removal will result in the courses deterioration. It took many years and a tremendous amount of hard work to make this facility what it is today! We feel, as this course is used by so many veterans for rehabilitation purposes, this course should remain in its present state. We like to bring to your attention an article, which appeared in the Los Angeles Times on November 10, 1995.

We feel that it is advantages for Terry Gray to remain in his position, not only for his ability to maintain a good working golf course maintenance crew, but also for his leadership abilities.

Terry has been working with the Special Olympic Golf Team as a volunteer head coach, and public relations figure for the VA Golf Course.

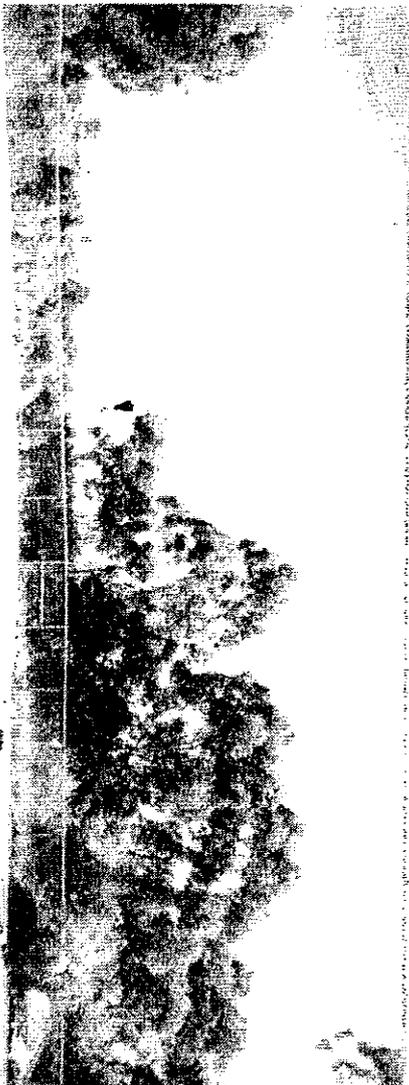
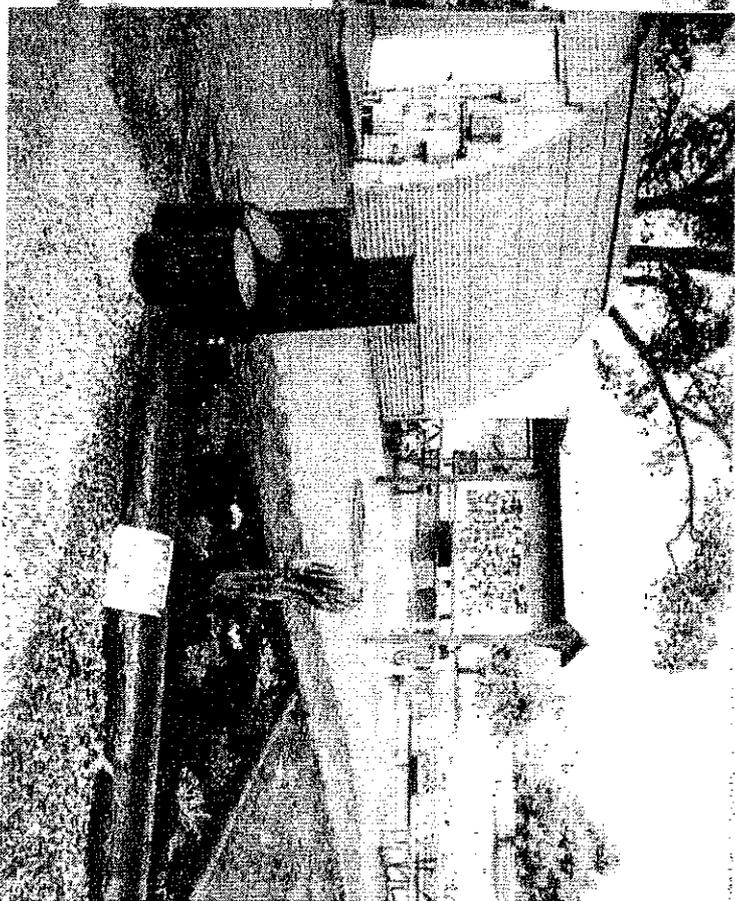
Terry is extremely well liked in the community.

Encls.

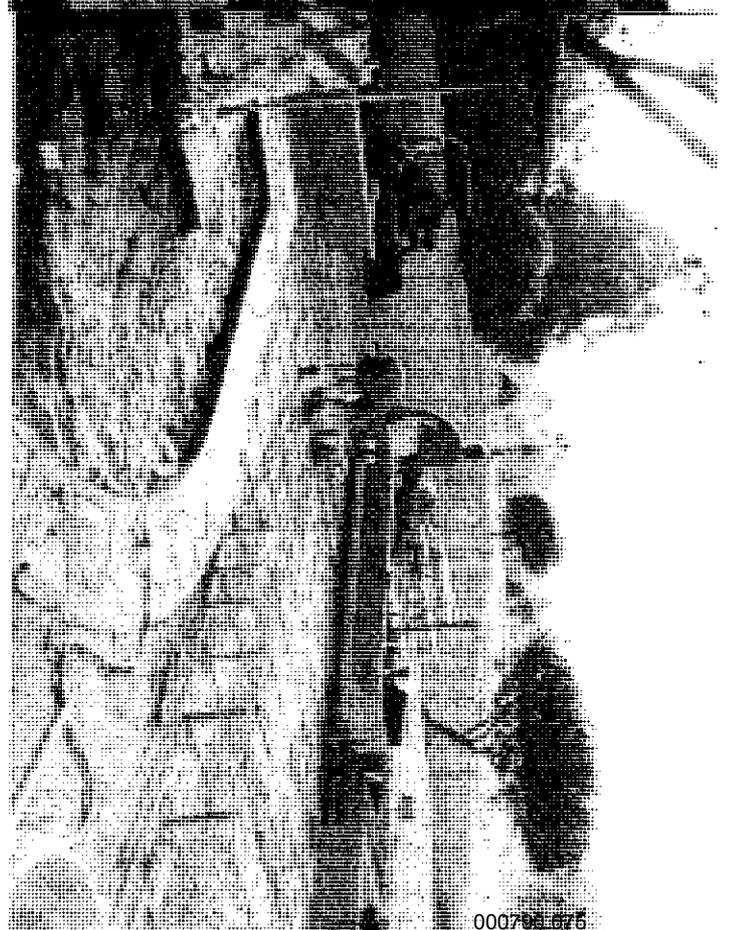
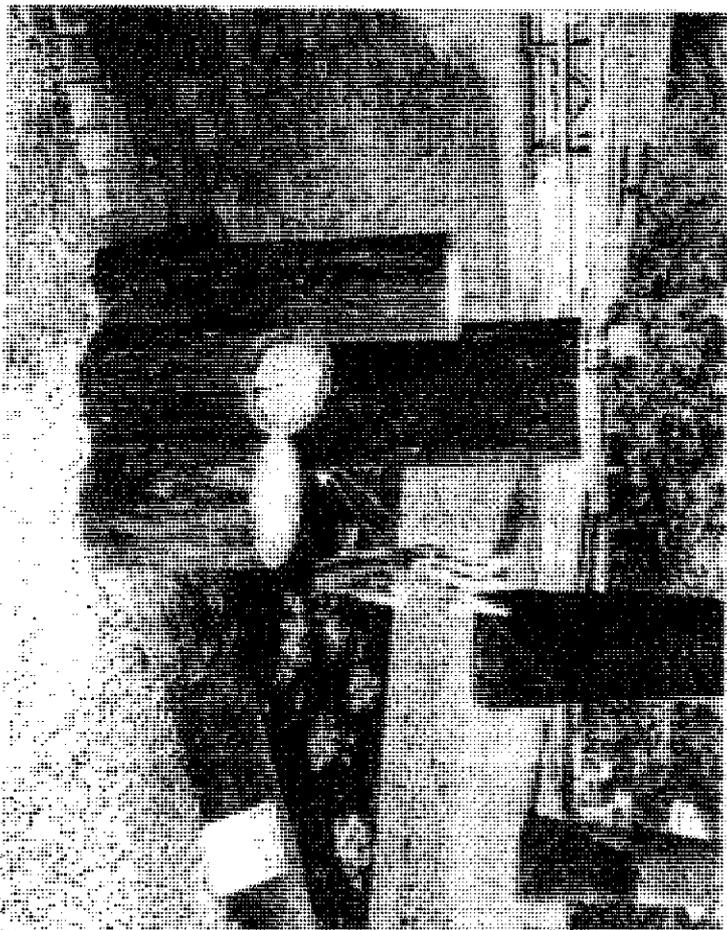
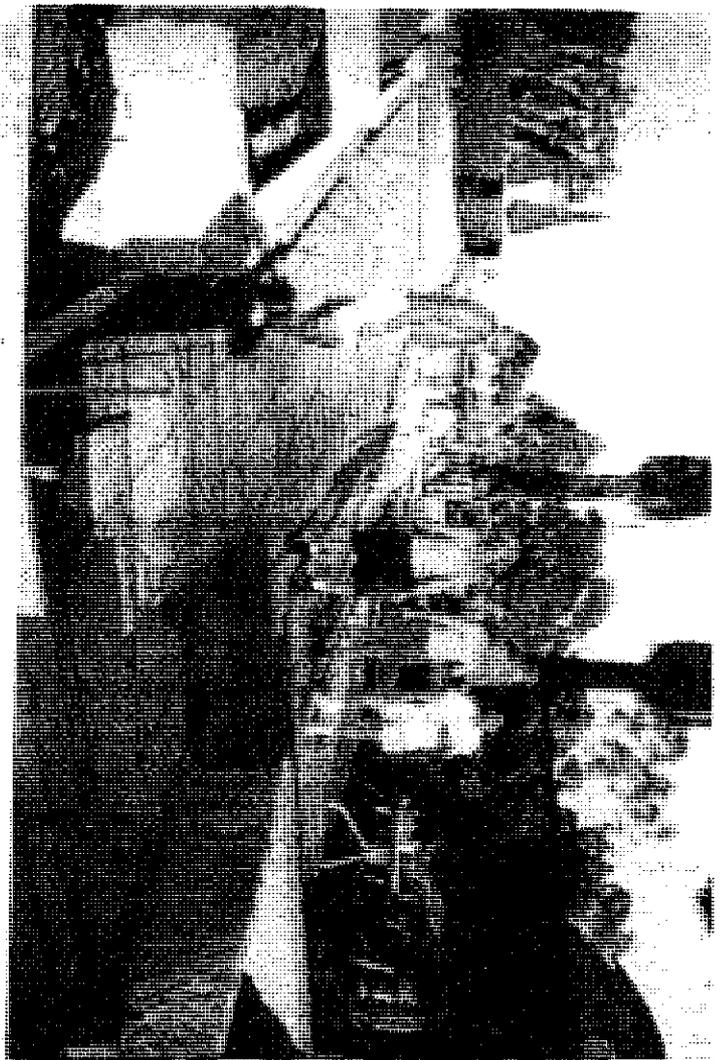
Resolve to be tender  
with the young,  
compassionate with  
the aged, sympathetic  
with the striving, and  
tolerant with the weak  
and wrong...Because  
sometime in your life  
you will have been all  
of these.”

At any age, we can make discoveries..in the midlife chapter and find a new burst of vitality. At any age, we can challenge and conquer the last false assumption and touch the incandescent stream within us that causes a light of meaning to shine on our life from inside out.

Charles T. Hubbs







Me and a friend playing #2 green before I begun my work



To:  
VAGLAHS  
Ralph Tillman

10-13-2009

From: Terry Gray Ex Golf Course Superintendent at the VA West LA

I would like to submit a proposal for the golf course.

I am Terry Gray, the one who made it possible to opened the "Golf Course" to the public. I was the one who made the transition from costing the VA money, to run the golf course, to making the VA money, about \$14,000.00 a month. Anybody can argue these figures because of the theft that went on. That's what cost me my job and my future, my dream. I did not want to be a golf course superintendent, I wanted to be a "Golf Professional" and to do that I had to build the "golf Course" at the VA. MY DREAM MY SALVATION for the VETS, for the future, for all time, as the Bandine's want it. As Hillcrest C.C. envisioned it. For the VETERNS of all war's, of all time. You may say I did little but I did much! You would not be having this discussion if not for me. I created what you are now debating. If I would have had a supervisor who dreamed as I dreamed you would have a new clubhouse making another \$4,000.00 a month. He and he alone allowed the theft to go on. It has been ten years, it's gone on. Who cares? I care! This is why I write. Back then I wrote about theft. The LA Times wrote about the theft. Did Anybody come to me? Ask me how and why? Why punks, yes veterans but punks who would steal money from real veteran and from their own chance to turn their life around for a pocket full of cash. I was left with a supervisor who played video solitaire, puzzles and golfed. A man who did nothing to help me and just told me to stay out of the clubhouse. The clubhouse I painted, I remodeled and built the patio. I wanted to be the golf pro and run the clubhouse, collect money, give lessons. I left you a very capable Superintendent, who I trained and continued to train well after I left. When I was a patient again in 2002 I spent time helping him on equipment and things that you all didn't know about and didn't care.

Yet I am the forgotten one. I, the honest one, am gone. The one who rebuilt the course and made it profitable is a person of the past. The "Golf Course" should be given to me and let me finish what I wanted to give back to the VA for saving my life at the time.

I left LA because I hated playing the course on green not up to my standards, too slow, not the fault of Bob, who I love, he is keeping the dream alive, but watching Chris, the biggest thief of them all, who didn't wash or change pants or shirts for 3 or 4 days at a time. Why did all you people allow this to go on for 9 yrs this month, that's how long I been away. Is or was this the plan all along? I have no chance of getting this bid but I do put in the proposal for all the ones alive and dead that helped save the course and help me give it it's respect back. I could and would build some thing that could bring in a million a year in ten years or less, with, donations and veterans and friends of vets that would blow your mind!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

DEPARTMENT OF THE ARMY  
HEADQUARTERS 1ST BRIGADE 101ST AIRBORNE DIVISION  
APO San Francisco 96347

GENERAL ORDERS  
NUMBER 482

17 March 1967

AWARD OF THE BRONZE STAR MEDAL FOR HEROISM

1. TO 320. The following AWARD is announced.

GRAY, TERRANCE L. US53424729 PRIVATE FIRST CLASS E3 USA  
Co A, 1st Bn, 327th Inf, 1st Bde, 101st Abn Div, APO 96347

Awarded: Bronze Star Medal with "V" Device

Date action: 31 December 1966

Theater: Republic of Viet Nam

Reason: For heroism in connection with military operations against a hostile force. Private First Class Gray distinguished himself by exceptionally valorous actions on 31 December 1966, near Kontum, Republic of Viet Nam. While conducting a defensive patrol and moving down a game trail through very dense jungle, Private Gray observed several Viet Cong crossing the trail to his front. Realizing his squad could not maneuver in the thick foliage, with complete disregard for his own personal safety he single handedly charged the enemy while firing on the run. The bewildered and surprised insurgents were routed with the exception of one, who attempted to take cover and fight. Again with complete disregard for his own life, Private Gray dashed to the insurgent and disarmed him before he could fire on the squad. He then turned the prisoner over to a fellow soldier and began pursuing the enemy. Private Gray's devotion to duty and personal courage were in keeping with the highest traditions of the military service, and reflect great credit upon himself, his unit, and the United States Army.

Authority: By direction of the President under the provisions of Executive Order 11046, 24 August 1962.

FOR THE COMMANDER:



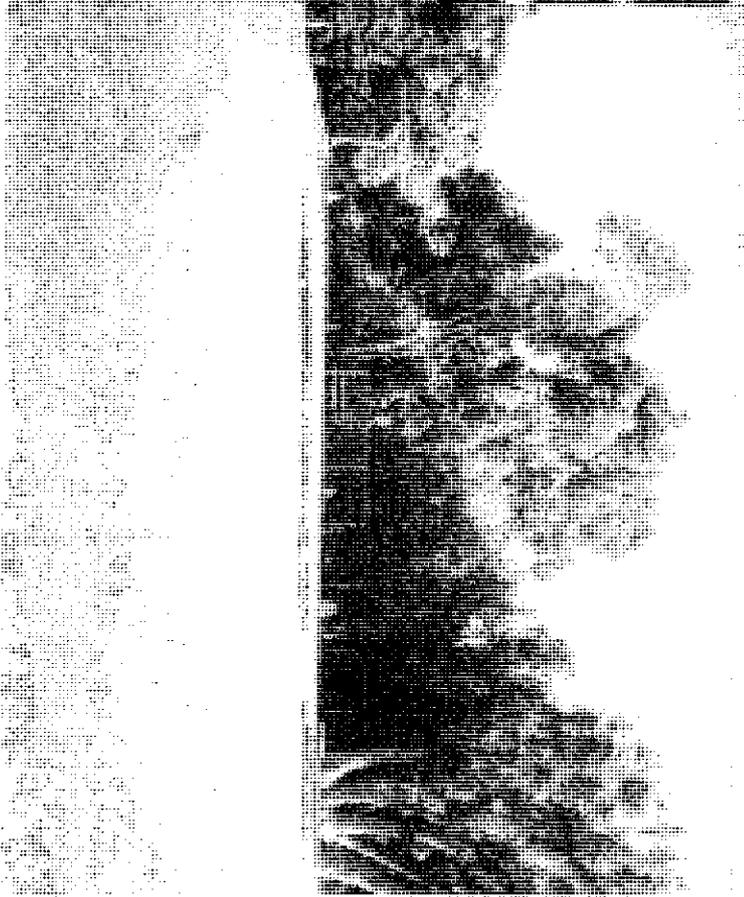
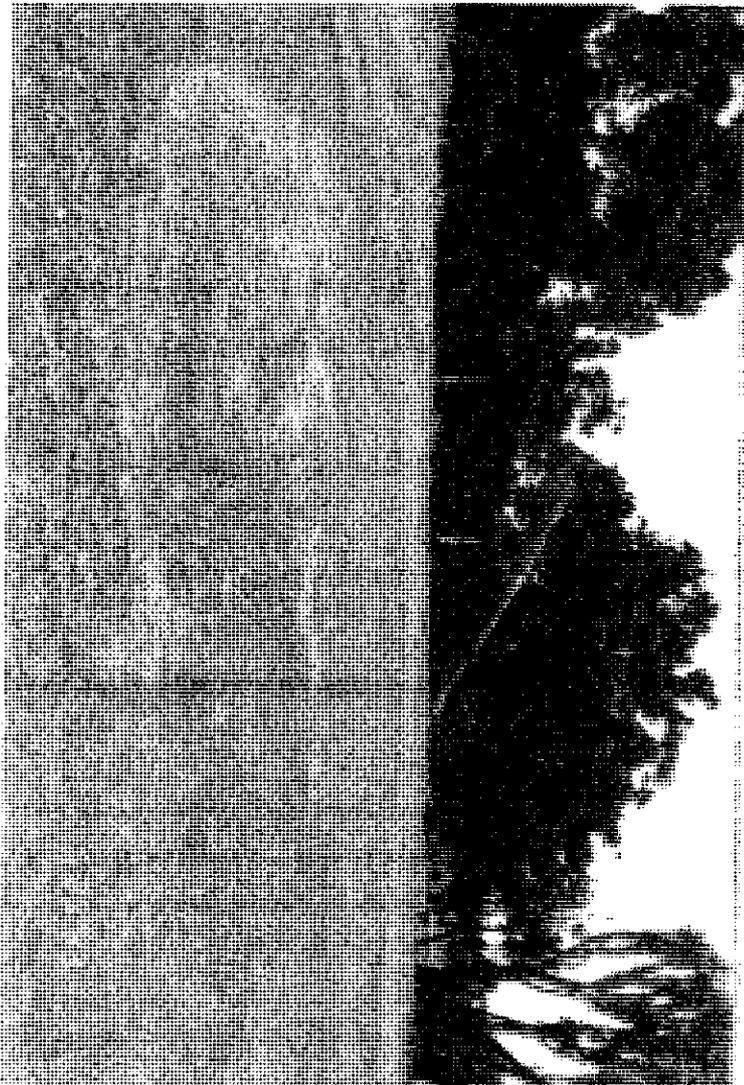
E. M. STRONG  
CPT, AGC  
Adjutant General

DAVID A. KORPONAI  
CPT, AGC  
Assistant AG

IBUTION:

SPECIAL DISTRIBUTION:

1 - TAGO ATTN: ACPE-F



# **The Bandini Foundation**

**(Supporting Veterans in the 21st Century)**

**West Los Angeles VA Golf Course Proposal  
December 11, 2009**

**Ricardo Johnson  
Scott Morey  
Carolina Barrie  
Christine Barrie  
James Duffy  
Cathy Johnson**

**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 Chief, External Affairs VHAGLAS 11301 Wilshire Blvd. LA, CA 90073	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code)  Awarded Non-Profit	(X) 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**

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

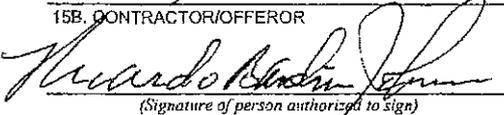
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	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  is not,  is required to sign this document and return 1 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.

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.

15A. NAME AND TITLE OF SIGNER (Type or print) RICARDO BANDINI JOHNSON CEO, THE BANDINI FOUNDATION	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SCOTT MOREY CFO, THE BANDINI FOUNDATION
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/4/09
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/4/09



# **The Bandini Foundation**

**(Supporting Veterans in the 21st Century)**

**West Los Angeles VA Golf Course Proposal  
December 11, 2009**

**Ricardo Johnson  
Scott Morey  
Carolina Barrie  
Christine Barrie  
James Duffy  
Cathy Johnson**

**Section One: Qualifications and Past Experiences**

**The Bandini Foundation**  
5857 Cape Horn Drive  
Agoura Hills, CA 91301  
[REDACTED]

**Ricardo Bandini Johnson**  
CEO, The Bandini Foundation  
Resume - Attachment #1

**Scott Morey**  
CFO, The Bandini Foundation  
Resume - Attachment #2

**Demonstrated Ability to Successfully Perform Project's Requirements:**

**Scott Morey's Golf Related Work Experience:**

- |         |   |
|---------|---|
| 1975-78 | Director of Golf, Sunrise Country Club, Rancho Mirage, California<br>Responsible for all golf operations. Oversaw the golf shop (merchandise sales, inventory, starting times, organizing all Ladies and Men's golf tournaments, teaching, golf carts, driving range and golf course operations.) |
| 1975-80 | Tournament Director - The Roman Gabriel Fly for Leukemia Charity Golf Tournament. Coordinated all facets of the tournament. Raised over \$250,000 for the Leukemia Society.   |
| 1991-94 | Tournament Director - the John Cappelletti St. Edward School Golf Tournament.<br>Coordinated all facets of the tournament. Raised over \$75,000 for St. Edward School and Make-A-Wish Foundation.   |
| 1996    | Tournament Director - The Southern California Major League Baseball Players Alumni Tournament. Oversaw and supervised all facets of the tournament.   |
| 2003    | Tournament Director - Mater Dei High School Football Fund Raising Tournament.<br>Oversaw and supervised all facts of the tournaments.<br>Raised \$120,000 for Mater Dei Football.   |

2008

Greens Committee - El Niguel Country Club, CA  
Responsible along with the committee for the upkeep,  
changes and condition of the golf course.

Scott's experience at Sunrise Country Club covered all the responsibilities that would effectively and successfully operate the Veterans Golf facility. He worked in and oversaw every department of the golf course at Sunrise. He has consulted with Pete Dye and Cal Olson, two of the leading golf course designers in the world. He spent two weeks in the Dominican Republic at Pete Dye's home learning the topography and design ideas behind Pete Dye's "Teeth of the Dog" golf course. It's terrain and ocean location made for a very challenging design concept. In 1977 he worked with William Bone on ideas for Rancho Las Palmas Country Club in Palm Desert, CA which was designed by Ted Robinson and developed by Sunrise Company.

Scott has consulted with Cal Olson extensively on the Veterans Golf course, as to improving and making it more enjoyable for the golfers. Cal Olson has been responsible for designing courses all over the world. Closer to home he redesigned Skylinks at Long Beach taking a flat and rundown municipal course and turned it into one of the finest public courses in California.

**Demonstrated Ability to Successfully Perform Project's Requirements:**

**Ricardo Johnson's Golf Related Work Experience:**

Beginning with Robert's Liquor Stores as the relief person for 57 stores, learned how to manage, oversee personnel, order merchandise, and run all store operations.

For the Santa Monica Recreation and Parks hired as a tennis instructor to teach children, adults and seniors.

Established the Malibu Tennis Shop and became a business owner responsible for all business operations: advertising, hiring, supervising, ordering merchandise, working with vendors, scheduling private lessons, running tournaments and fundraisers. Worked with Pepperdine University to hire students to work in the shop and managed a staff of 6 employees.

John Gardner's Tennis Ranch -- Assistant Pro along with 18 other pros selected from around the country to help run this very successful new venture of tennis camps. Worked all aspects of the business from merchandise to teaching the lessons. Traveled from site to site which included Scottsdale, AZ, Carmel Valley, CA, Sugarbush, VT, Sun Valley, ID.

As a teaching instructor for Total Tennis Academy, have the opportunity to teach children with a variety of disabilities both physical and emotional. There is a great deal of satisfaction and reward working with these children and teenagers who need special attention and patience as they develop both social and playing skills. They learn lessons far beyond the tennis court.

These jobs demonstrate a variety of experience which required organizational skills, the ability to interact with people of all ages and abilities, and an understanding of the business aspects of sports-related enterprises.

During the years of association with the Bandini-Farquhar & Associates, there were many opportunities to come into contact with a number of municipalities while undertaking the work of California research.

Hired as a consultant by the Santa Monica Historical Society Museum which was awarded a five-year grant from the City of Santa Monica for the purpose of cataloguing 500,000 items related to the history of Santa Monica and other westside cities.

ATTACHMENT #1

RICARDO BANDINI JOHNSON  
RESUME

WORK EXPERIENCE:

1964-1969 Assistant Manager for Robert's Liquor Stores, Inc.  
Oversaw 57 stores in the territory

1970-1975 Santa Monica Recreation and Parks  
Tennis Instructor  
Owner, Malibu Tennis Shop

1975-78 John Gardner Tennis Camps, Inc.  
Assistant Head Tennis Pro

1978-1992 Bandini Estate Company -- General Partner

1978-2003 Farquhar-Bandini & Associates - Co-Owner

1995-2009 Rancho Simi Parks and Recreation - Total Tennis Academy

2003-2009 Santa Monica Historical Society Museum - Consultant

EDUCATION:

1966 Graduated Santa Monica High School

1966-68 Santa Monica City College

1979-2009 Huntington Library - Research Scholar

1983-1989 National Archives of the United States, Washington, DC  
& Laguna Niguel - Research Scholar

1990-2003 UCLA Research Center - Research Scholar

1990's Bancroft Research Center, Berkeley, CA - Research  
Consultant

ATTACHMENT #2

SCOTT MOREY  
RESUME

- 1966 Graduated Santa Monica High School
- 1966 Drafted by the California Angels - signed contract
- 1966-68 Played in the Minor Leagues - Idaho Falls, Davenport, Iowa
- 1969-70 REPADCO - Hired as a national sales representative to sell national advertising. Signed contracts with 7000 convenience stores throughout the nation including 7-11, Plaid Pantry, Lil General, Stop & Go, etc. Also signed Coppertone, Busch and Coca Cola to advertising contracts.
- 1971-72 Mission Lakes Country Club - Hired as Assistant Professional
- 1973 Canyon Country Club - Assistant Professional
- 1974 Sunrise Country Club - Assistant Professional
- 1975-78 Sunrise Country Club - Director of Golf, responsible for all golf operations.
- 1978 First American Corporation - Hired as salesperson for the desert area of Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, and Indio.
- 1980 Promoted to Orange County, CA as a Commercial Salesman.
- 1983 Promoted to Assistant Vice President, National Sales
- 1986 Promoted to Vice President, National Sales Manager
- 2000 Promoted to Director of Major Accounts
- 2003 Promoted to Senior Vice President - Director of Major Accounts
- 2004 Signed for a five-year contract with Fidelity Title Insurance to run their Southern California Commercial operations.
- 2006 Signed a two-year contract with United General Title to run their Southern California Commercial operations. United General is a First American Corporation owned company.
- 2008 CFO - The Bandini Foundation

Section Two:

**Plan of Control and Management**

The Bandini Foundation will guarantee that the existing pre-determined categories for Veteran priority of play will be honored. Patient therapy groups under clinical supervision will receive top priority. Second priority will be given to veterans who are patients and have a doctor's note for rehabilitation through golf course usage. The third priority will be for veterans at large to play. Last priority will be for the public to play when the above-mentioned priorities have been fulfilled.

The Bandini Foundation will agree that clinically supervised patient therapy groups and veteran patients with a doctor's note for rehabilitation will play free of charge. Veterans at large will receive a preferred rate per round at all times of the day, every day of the week. There will not be any change in green fees for veterans. The greens fees for the public will change based upon demand.

The Bandini Foundation is definitely interested in incorporating the existing VA golf programs and will maintain the GLA mission-related programs of therapeutic patient rehabilitation and the CWT program. We would work closely with the program directors and caseworkers to develop job opportunities and recreational play for those in the programs. There will be an area in the trailer set up for classroom use. Courses will be given to the veterans in the programs covering all facets of golf course management, construction, maintenance, scheduling, and special event/tournament planning. Golf lessons will be offered by Scott Morey. There will be an area for golf literature and videos and a place to socialize.

We will hire the required number of individuals including two full-time, permanent groundskeepers hired from the CWT program and an additional four CWT workers, not to exceed twenty hours a week, to receive training in golf course maintenance and assistance in job placement. Their training will encompass landscaping, aerating, watering, equipment repair, mowing, picking up and delivering supplies, and the general daily operations of running a golf course. The goal is to prepare them for employment in related fields with placement at local golf courses, municipal parks and recreation programs, school districts and other businesses that could use their maintenance and operational skills.

The ultimate and continuous priority is to provide veterans with opportunities for vocational, therapeutic and recreational golf experiences. There will be an emphasis on re-integrating veterans in the CWT and therapy programs into the mainstream. Not only will these veterans learn vocational skills listed above, but the golf course provides a place to re-establish social skills by learning how to relax and enjoy a sport that welcomes all skill levels, a place to communicate with other veterans, an activity for their families as well to spend time together in a relaxed setting, and creates a hobby that can be enjoyed in the future.

It is vital to utilize the golf course according to the schedule needed by the patients in the therapy program and the CWT program. The public component is not the priority nor will it dictate the daily schedule. The public's monetary contribution will be used to expand the programs for the

veterans and to enhance the facility. It is an important vehicle in transforming the course and the various offerings at the golf course, but the primary goal is provide better services for the veterans and their families.

There is also an additional goal of creating a golf course facility that in serving the needs of the veterans and their families, also serves as a model for future facilities at Veterans locations throughout the country. Working closely with the rehabilitation programs already established at the GLA campus, a prototype could be developed for other sites.

Initially for the first two months the projected daily usage will be 30% for the CWT program, 40% for veterans, and 30% for the public. With successful advertising it is expected that for the remaining months play will increase but the percentage will remain 30% CWT, 40% veterans, and 30% public.

**Section Three:      Financial Proposal**

The Bandini Foundation was established on September 9, 2008 for the sole purpose of offering the Greater Los Angeles Healthcare System its interest and support to continue to honor veterans. With a commitment that began in 1888, it is the desire of the Bandini Foundation to honor veterans in the 21st century. Because the Foundation is newly created we do not have three previous years of audited financial statements. Instead we submit a letter of financial backing and funding from the Orange County Business Bank.

**Five-Year Business Plan :**

**Year One**

Upon taking over the operation of the golf course, a trailer will be added to the premises from which we will operate the starter, the golf shop and the food concession. The goal is to eventually build a clubhouse. The parking lot will be improved and equipment in the maintenance area relocated to a more suitable location. We will work closely with the CWT to insure that all programs that are to be continued have priority over all golf-related activities. CWT will be able to schedule therapy sessions well in advance and all other golf will be worked around their schedule. Veterans with doctor's notes will also be able to make advanced tee times. Other veterans followed by the public at large will be the priority order to scheduling play.

Once a revenue stream has been established (sometime in the 6-9 month time frame) we will begin to work with Cal Olson (golf architect) to discuss the improvements to be made on the golf course. Year One will be more of a trial year to determine future changes and operational procedures. We will, based on the timing of operating the golf course, run a Veterans Golf Academy for Kids during the summer. Along with the Academy, we will continue to run events, such as The Special Olympics and other worthy causes, keeping in the tradition of the Veterans Administration.

**Year Two**

The golf staff will continue to focus on CWT and their programs. We will work on relationships with other golf communities to place veterans that are ready to go out into the work place. The Golf Management team will meet monthly with CWT to get updates and progress reports as to the timing of such placements. The growth of CWT will limit the amount of outside players.

Golf course improvements will be underway based upon the amount of revenue that can be directed to enhancing the enjoyment of the golf course. All improvements that are made will not affect the playability of the course. Depending on the amount of use that the course has, we will entertain some outside golf events, were a portion of the proceeds will be directed to help veterans.

The Bandini Foundation is dedicated to improving the lives and opportunities for veterans. Working with Cal Olson on course improvements, we will hire veterans who are qualified to work on the upgrading of the course. One day a week we will hold classes for veterans to learn about operating a golf course. This will be in association with CWT and other

veterans groups authorized by the VA.

During the summer months the golf course will be open until 7 or 7:30 p.m. at a discounted rate. Packages such as a round of golf, balls, and a sandwich will be explored to maximize revenue during these months. A men's club for the public golfers will also be explored. A fee to get a preferred time for a men's club member may be a way to generate more revenue and repeat golfers. A Veterans Golf Club will also be explored to maximize play and create more interest for veterans.

### Year Three

With the increase of veterans who will need therapy, we will increase the availability for CWT and other VA groups to utilize the golf course. They will continue to be the number one priority. The Management will hire veterans part-time to give them as much training and experience to help prepare them for employment elsewhere. Companies related to golf will be invited to tour our facility and become familiar with our VA programs. A golf event for future employers of veterans will be explored. A marketing campaign will cover our progress with veterans and will be sent out quarterly to potential employers.

The putting greens will be upgraded and we will consider certain putting events to maximize revenue. People who want to putt, but not play golf, may be charged a fee.

We will begin the interview process for building a clubhouse the following year. The Bandini Foundation along with the VA will work closely on this project together. Bids will be submitted with construction to begin the following year.

Year Four

Begin construction of the Clubhouse. Work with the construction company to hire veterans to work on the clubhouse project. Identify the hours that are slowest on the golf course and market to outside groups to fill those vacancies. Mondays and Tuesdays are generally the slowest time for fee golf courses. Also on the slow days, offer golf companies (Taylor Made, Callaway, etc.) to do promotion of products. This will generate more interest for golfers to come out to the course and try out their new lines of equipment. Offer veterans an exclusive day with the golf companies to try their products at a larger discount than the public.

Continue working closely with CWT and concentrate on expanding relationships with potential employers to hire veterans when they are ready to go out into the work force. Once a month run specials for veterans to purchase golf shop products at cost. This will encourage veterans to use the golf course.

Schedule a Celebrity-Veterans Golf Tournament, where a celebrity will play with three veterans in a foursome. Approach outside sponsors to help underwrite the cost of such a tournament.

Management will continue to identify other ways to increase revenue. Special days will be offered to the public knowing that a portion of the greens fees will be donated to the veterans.

Year Five

Promote specials where groups can sign up for a breakfast, golf shop and green fee package. Create a lunch package. Expose the golf course to as much visibility as possible.

Continue to work closely with CWT for outplacement of veterans.

Offer other country clubs around the area to participate in special Veterans Day golf events to raise money for the veterans' programs

Management will continue to identify areas of the golf course that will be upgraded.

To entice more people to use the Clubhouse, we will offer putting events for women, seniors, etc. Based on the slow times, offer 30 day advanced tee times for groups of 20 or more. Continue to look for ways to maximize the use of the entire facility.

## GOLF BUDGET - FIRST 3 MONTHS OF YEAR 1

### INCOME:

#### WEEKDAYS (MONDAY THRU THURSDAY)

Veterans	16	x	\$6	=	\$ 96
Public	12	x	\$16	=	\$192
Replay	12	x	\$8	=	<u>\$ 96</u>
					\$384

Total: \$384 x 4 days = \$1,536 x 4 weeks = \$6,144 per month

#### WEEKENDS (FRIDAY THRU SUNDAY)

Veterans	24	x	\$6	=	\$144
Public	18	x	\$19	=	\$342
Replay	18	x	\$9	=	<u>\$162</u>
					\$648

Total: \$648 x 3 days = \$1,944 x 4 weeks = \$7,776 per month

#### PRO SHOP

Weekdays	\$50 x 4 days = \$200 x 4 weeks =	\$ 800
Weekends	\$70 x 3 days = \$210 x 4 weeks =	<u>\$ 840</u>
	Total:	\$1,640 per month

Weekdays	\$6,144
Weekends	\$7,776
Pro Shop	<u>\$1,640</u>

TOTAL: \$15,560 (Monthly)

### EXPENSES:

Salaries	\$7,600
Trailer	\$1,000
Pro Shop	\$ 500
Insurance	\$1,200
Golf Course	\$4,000
Debt	\$1,000
Advertising	\$1,000
Taxes	<u>\$1,500</u>

TOTAL: \$17,800 (Monthly)

**GOLF BUDGET - REMAINING 9 MONTHS OF YEAR 1**

**INCOME:**

**WEEKDAYS (MONDAY THRU THURSDAY)**

Veterans	22	x	\$6	=	\$132
Public	16	x	\$16	=	\$256
Replay	12	x	\$9	=	<u>\$108</u>
					\$496

Total: \$496 x 4 days = \$1,984 x 4 weeks = \$7,936 per month

**WEEKENDS (FRIDAY THRU SUNDAY)**

Veterans	30	x	\$6	=	\$180
Public	24	x	\$20	=	\$480
Replay	12	x	\$9	=	<u>\$108</u>
					\$768

Total: \$768 x 3 days = \$2,304 x 4 weeks = \$9,216 per month

**PRO SHOP**

Weekdays	\$100 x 4 days = \$400 x 4 weeks =	\$1,600
Weekends	\$120 x 3 days = \$360 x 4 weeks =	<u>\$1,440</u>
	Total:	\$3,040 per month

Weekdays	\$7,936
Weekends	\$9,216
Pro Shop	<u>\$3,040</u>

**TOTAL:** \$20,192 (Monthly)

**EXPENSES:**

Salaries	\$7,600
Trailer	\$1,000
Pro Shop	\$ 500
Insurance	\$1,200
Golf Course	\$4,000
Debt	\$1,000
Advertising	\$1,000
Taxes	<u>\$1,500</u>

**TOTAL:** \$17,800 (Monthly)

GOLF BUDGET - YEAR 2

INCOME:

WEEKDAYS (MONDAY THRU THURSDAY)

Veterans	24	x	\$6	=	\$144
Public	18	x	\$18	=	\$324
Replay	16	x	\$10	=	<u>\$160</u>
					\$628

Total: \$628 x 4 days = \$2512 x 4 weeks = \$10,048 per month

WEEKENDS (FRIDAY THRU SUNDAY)

Veterans	36	x	\$6	=	\$216
Public	28	x	\$22	=	\$616
Replay	12	x	\$12	=	<u>\$144</u>
					\$976

Total: \$976 x 3 days = \$2928 x 4 weeks = \$11,712 per month

PRO SHOP

Weekdays	\$80 x 4 days = \$320 x 4 weeks =	\$1280
Weekends	\$120 x 3 days = \$360 x 4 weeks =	<u>\$1440</u>
Total:		\$2720 per month

Weekdays	\$ 628
Weekends	\$ 976
Pro Shop	\$ <u>2720</u>

TOTAL: \$24,480 (Monthly)

EXPENSES:

Salaries	\$9,000
Trailer	\$1,000
Pro Shop	\$1,200
Insurance	\$1,200
Golf Course	\$5,000
Debt	\$1,900
Advertising	\$1,000
Taxes	<u>\$2,500</u>

TOTAL: \$22,800 (Monthly)

## GOLF BUDGET - YEAR 3

### INCOME:

#### WEEKDAYS (MONDAY THRU THURSDAY)

Veterans	40	x	\$6	=	\$240
Public	30	x	\$18	=	\$540
Replay	20	x	\$10	=	<u>\$200</u>
					\$980

Total: \$980 x 4 days = \$3920 x 4 weeks = \$15,680 per month

#### WEEKENDS (FRIDAY THRU SUNDAY)

Veterans	60	x	\$6	=	\$360
Public	45	x	\$22	=	<u>\$990</u>
					\$1350

Total: \$1350 x 3 days = \$4050 x 4 weeks = \$16,200 per month

### PRO SHOP

Weekdays	\$120 x 4 days = \$480	x 4 weeks =	\$1920
Weekends	\$150 x 3 days = \$450	x 4 weeks =	<u>\$1800</u>
		Total:	\$3720 per month

Weekdays	\$15,680
Weekends	\$16,200
Pro Shop	<u>\$ 3,720</u>

TOTAL: \$35,600 (Monthly)

### EXPENSES:

Salaries	\$11,000
Trailer	\$ 1,000
Pro Shop	\$ 1,700
Insurance	\$ 1,200
Golf Course	\$ 7,000
Debt	\$ 2,800
Advertising	\$ 1,000
Taxes	<u>\$ 3,500</u>

TOTAL: \$29,200 (Monthly)

**GOLF BUDGET - YEAR 4**

**INCOME:**

**WEEKDAYS (MONDAY THRU THURSDAY)**

Veterans	60	x	\$6	=	\$360
Public	50	x	\$18	=	<u>\$900</u>
					\$1260

Total: \$1260 x 4 days = \$5040 x 4 weeks = \$20,160 per month

**WEEKENDS (FRIDAY THRU SUNDAY)**

Veterans	70	x	\$6	=	\$420
Public	55	x	\$22	=	<u>\$1210</u>
					\$1630

Total: \$1630 x 3 days = \$4890 x 4 weeks = \$19,560 per month

**PRO SHOP**

Weekdays	\$200 x 4 days = \$800 x 4 weeks =			\$3200
Weekends	\$250 x 3 days = \$750 x 4 weeks =			<u>\$3000</u>
Total:				\$6200 per month

Weekdays	\$20,160
Weekends	\$19,560
Pro Shop	<u>\$ 6,200</u>

**TOTAL:** \$45,920 (Monthly)  
**PLUS** \$36,000 GOLF ACADEMY (6 weeks)

**EXPENSES:**

Salaries	\$13,000
Trailer	\$ 1,000
Pro Shop	\$ 1,700
Insurance	\$ 1,200
Golf Course	\$ 5,000
Debt	\$ 0
Advertising	\$ 1,000
Taxes	<u>\$ 4,000</u>

**TOTAL:** \$26,900 (Monthly)  
**PLUS** \$20,000 GOLF ACADEMY (6 weeks)

## GOLF BUDGET - YEAR 5

### INCOME:

#### WEEKDAYS (MONDAY THRU THURSDAY)

Veterans	65	x	\$6	=	\$390
Public	55	x	\$20	=	<u>\$1100</u>
					\$1490

Total: \$1490 x 4 days = \$5960 x 4 weeks = \$23,840 per month

#### WEEKENDS (FRIDAY THRU SUNDAY)

Veterans	70	x	\$6	=	\$420
Public	60	x	\$24	=	<u>\$1440</u>
					\$1860

Total: \$1860 x 3 days = \$5580 x 4 weeks = \$22,320 per month

### PRO SHOP

Weekdays	\$250 x 4 days = \$1000 x 4 weeks =				\$4000
Weekends	\$300 x 3 days = \$900 x 4 weeks =				<u>\$3600</u>
	Total:				\$7600 per month

Weekdays	\$23,840
Weekends	\$22,320
Pro Shop	<u>\$ 7,600</u>

TOTAL: \$53,760 (Monthly)  
 PLUS \$36,000 GOLF ACADEMY (6 weeks)

### EXPENSES:

Salaries	\$15,000
Trailer	\$ 1,000
Pro Shop	\$ 1,700
Insurance	\$ 1,200
Golf Course	\$ 5,000
Debt	\$ 6,000 (Clubhouse Construction 3,000 sq. ft. \$600,000)
Advertising	\$ 300
Taxes	<u>\$ 5,000</u>

TOTAL: \$35,200 (Monthly)  
 PLUS \$20,000 GOLF ACADEMY (6 weeks)

Section Four:

**Response to Program Requirements.**

**Narrative Discussion: How DVA Program requirements will be achieved.**

The Bandini Foundation will work with the Program Directors of the therapeutic patient rehabilitation program and the CWT program. The requirements of the DVA Program will be achieved through this cooperative effort as stated previously in Section Two of the Bid.

We know that the patients in the therapeutic programs are undergoing professional medical and psychiatric treatment for various conditions. We would work with the caseworkers to provide the social and recreational opportunities that might enhance the patients' recovery. Playing golf would allow them to interact with others, benefit from an outdoor setting, and offer a chance to relax as they learn and/or play the game of golf. It would be imperative to work with the program directors to determine the appropriate rehabilitation on a case-by-case basis. Whatever suggested activities would definitely be provided.

We understand that the CWT program serves veterans with psychiatric and/or substance abuse issues. It is important to maintain the golf course's rehabilitative atmosphere and to have this program grow so that more veterans can be helped and trained for outside employment opportunities.

It is the goal of the Bandini Foundation to expand the current programs thus increasing therapeutic, educational, and social benefits for the veterans. The golf course is for veterans who are in the programs. It is also for other veterans and their families to enjoy an outdoor recreational experience. Veterans would definitely be the number one priority and we would work closely with the program directors to achieve that objective.

**Section Five:            Design Concept**

The preliminary drawings of space, including conceptual renderings were submitted earlier this year. These were done by Cal Olson, golf architect, on 1/20/09, entitled the "Veterans Golf & Practice Center prepared for the Bandini Foundation."

We understand that there is no driving range proposal being entertained at this time. We also understand that the golf course is offered in "as is" condition. We hope that there are opportunities to improve the existing condition and offer suggestions for better space utilization. We know that such changes require the collaboration and approval of the GLA.

Insurance

Friel Insurance Agency  
P.O. Box 4989  
Orange, CA 92863  
(714) 628-8820

Farmers Insurance will be the underwriter.

Capital Sources

Orange County Business Bank  
4675 McArthur Court, Suite 100  
Newport Beach, CA 92660  
(949) 201-0001

Alan Gibson – Executive Vice President, COO

Pacific Western Bank  
34180 Pacific Coast Highway  
Dana Point, CA 92629  
(949) 641-6100

Bob Beirteau, Executive Vice President



# **Southern Area Youth Programs, Inc**

December 9, 2009

Mr. Ralph Tillman  
Director  
Office of Public and Consumer Affairs  
Department of Veterans Affairs  
11301 Wilshire Boulevard  
Los Angeles, Ca. 90073

Dear Mr. Tillman:

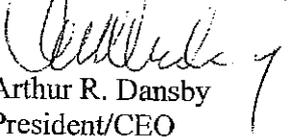
Southern Area Youth Programs, Inc. (SAYPI) is pleased to submit the attached proposal to participate in a joint venture golf course management project with the Department of Veterans Affairs (DVA). We think we are a "perfect fit" for this project based on our successful 10 year track record in managing the par 3 Maggie Hathaway Golf Course in Los Angeles in a joint venture with the County of Los Angeles, and American Golf Corporation.

We are especially well suited to integrate the DVA/GLAHS therapeutic and vocational rehabilitation program requirements into the business management of the golf course. We have successfully integrated two (2) community based programs into the business management of the Maggie Hathaway Golf Course. (Western States Golf Association Women in Golf Program and The First Tee of South Los Angeles Junior Golf Program). We have direct experience in balancing overriding priorities. We fully understand and appreciate the importance of GLAHS Veteran support programs.

The revenue share algorithm offered by DVA is almost identical to our existing revenue share agreement with the County of Los Angeles and American Golf Corporation. We are in a perfect position to provide a "turn-key" solution. (a copy of our existing management contract is included as Exhibit F)

We look forward to working with the Veterans Administration on this exciting project.

Respectfully Submitted,

  
Arthur R. Dansby  
President/CEO

# 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 Chief, External Affairs VHAGLAS 11301 Wilshire Blvd. LA, CA 90073	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code)  Awarded Non-Profit	(X)	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

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

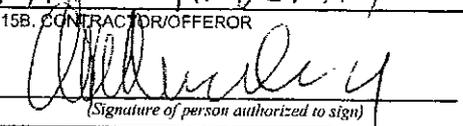
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	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  is not,  is required to sign this document and return 1 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.

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.

15A. NAME AND TITLE OF SIGNER (Type or print) Arthur R. Densky		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/9/09	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

## 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.

# Outline

## **Section One:**

Qualifications and Past Experience

## **Section Two:**

Plan of Control and Management

## **Section Three:**

Financial Proposal

## **Section Four:**

Response to Program Requirements.

Narrative Discussion:

➤ How DVA Program Requirements will be Achieved

## **Section Five:**

Design Concept

## **Exhibits**

- A. Ten (10) Year Revenue/Expense Analysis
- B. Project Director Resume
- C. Three (3) Years Financial Statements
- D. Five (5) Year Pro Forma Business Plan
- E. IRS 501 c3 Tax Exemption Letter
- H. Maggie Hathaway Management Contract

## **Section One: Qualifications and Past Experience**

- Southern Area Youth Programs, Inc. (SAYPI)  
1921 West 98<sup>th</sup> Street  
Los Angeles, Ca. 90047-9517  
323.755.6290 Fax 323.755.7592
- Authorized Person:  
Art Dansby, CEO/Project Director  
213.309.2797 Cell Email = [artdansbv@aol.com](mailto:artdansbv@aol.com)

### **Organizational History:**

Southern Area Youth Programs, Inc. (SAYPI) was formally incorporated as a non-profit tax-exempt organization in February, 1996 by Western States Golf Association, Southern California Area. Prior to formal incorporation, the organization had operated a junior golf training and college scholarship program since 1978. In April, 1998 SAYPI was awarded the management contract for Maggie Hathaway Golf Course, a 9 hole, par 3 County owned course in South Central Los Angeles. The contract formalized a joint venture with the County of Los Angeles and American Golf Corporation (CW Partners). The contract has been extended through 2015. In 2003, the junior golf/scholarship programs operated by SAYPI became a chapter of the national The First Tee Organization. SAYPI is currently sponsored and/or supported by the following organizations:

- County of Los Angeles
- United States Golf Association (USGA)
- Southern California Golf Association (SCGA)
- Public Links Golf Association (PubLinks)
- Professional Golf Association (PGA)
- The First Tee
- L A-84 Foundation
- American Golf Corporation/CW Partners
- Nestle USA
- Toyota USA
- Southern California Gas Company

### **Demonstrated Ability:**

SAYPI has demonstrated it's ability to perform this project over the past 10 years under the above mentioned contract with the County of Los Angeles/American Golf Corporation to manage the 9 hole, par 3 Maggie Hathaway Golf Course as follows:

- Ten (10) year history of profitable operations. (Exhibit A)
- Increased annual revenues from \$90,105 in 1999 to \$122,014 in 2008.
- Five (5) year maintenance of annual \$100,000 cash reserves.
- Successfully integrated junior golf and "women-in-golf" programs into the scheduling and management of the golf course.
- Implemented concession sales to supplement golf course green fee revenue.

### **Resumes of Key Personnel:**

(See Exhibit B)

**References:**

Erin Stennis (Maggie Hathaway Golf Course Contract)  
Deputy, Supervisor Mark Ridley-Thomas  
County of Los Angeles  
700 Exposition Park Drive  
Los Angeles, Ca. 90037  
[REDACTED]

Warren Leary (Maggie Hathaway Golf Course Contract)  
Regional Manager  
American Golf Corporation  
2951 28<sup>th</sup> Street  
Santa Monica, Ca. 90405  
[REDACTED]

Araceli Ortiz (Junior Golf Contract)  
Grants Associate  
United States Golf Association  
1631 Mesa Avenue  
Colorado springs, Co. 80906  
[REDACTED]

Pilar Diaz (Junior Golf Contract #21673)  
Program Manager  
LA84-Foundation  
2142 West Adams Boulevard  
Los Angeles, Ca. 90018  
[REDACTED]

Kevin Gigax (Junior Golf Contract and Scholarships)  
Executive Director  
Southern California Golf Association Foundation (SCGA)  
P. O. Box 7186  
North Hollywood, Ca. 91615  
[REDACTED]

Craig Kessler (Junior Golf Contract)  
Executive Director  
Public Links Golf Association (PLGA)  
7035 Orangethorpe Avenue Suite E  
Buena Park, Ca. 90621  
[REDACTED]

Henry Sandles (The First Tee)  
Director, Mountain Regional Affairs  
The First Tee  
P. O. Box 30641  
Albuquerque, NM 87190  
[REDACTED]

**Section Two: Plan of Control and Management**

SAYPI plans to implement a golf course management system that incorporates the following priorities:

1. Integration of clinically supervised therapy groups into daily scheduling.
2. Re-assignment, training, scheduling and supervision of Compensated Work Therapy (CWT) participants.
3. Integration of existing DVA/GLAHS procedures into SAYPI management plan.
4. Scheduling of orientation of SAYPI staff by DVA/GLAHS therapeutic/clinical staff.
5. Implementation of community based marketing plan for public golfers.
6. Secure approval for limited concession sales...(water, soft drinks, candy, snacks)
7. Organization of office clerical functions and acquire appropriate office equipment.
8. Installation of computer-based point-of-sale accounting system.
9. Installation of electronic credit card processing
10. Development of master work schedule for all staff.
11. Development of written Standard Operating Procedures (SOP)

Priority of Play:

1. Supervised Therapy Groups
2. Veterans Out Patients
3. Veterans at Large
4. General Public

Fee Schedule:

Public	Veterans	Twilight	Jr. Golfers*	Seniors	Out Patients	VA Inpatients
\$12.00	\$7.00	\$5.00	\$4.00	\$4.00	\$3.00	No Charge

\* SAYPI is a participant in the Southern California Golf Association Foundation’s “Youth on Course” Initiative. This program reimburses golf courses on average of \$2.00 - \$4.00 for each youth player (age 7 – 17). The program is designed to increase access for youth at area golf courses. Local Middle and High Schools are taking advantage of this program.

**Section Three: Financial Proposal**

- Three (3) Years Financial Statements (Exhibit C)
- Five (5) Year Pro Forma Business Plan (Exhibit D)

**Section Four: Response to Program Requirements. Narrative Discussion**

**How DVA Programs Will be Achieved**

SAYPI appreciates that the primary reason DVA/GLAHS maintains the golf course facility is to provide a therapeutic resource for veterans recovering from psychiatric and substance abuse problems, and to provide work experience and job readiness training to veterans attempting to eventually enter the unsubsidized work force. SAYPI understands this DVA/GLAHS mission and is prepared to incorporate this clinical and programmatic priority into a comprehensive golf course management plan as follows:

- Acquire and assign SAYPI staffing with prior experience supporting intensive and rehabilitative day treatment programs.
- Adopt and incorporate the existing DVA/GLAHS vocational rehabilitation and CWT programs into the SAYPI management model.

- Facilitate the training and orientation of SAYPI staff by GLAHS Community Care staff.
- Schedule and assign participants from the CWT program as starters, cashiers, data entry operators and groundskeepers.
- Provide job placement assistance and industry referrals to CWT participants.
- Implement a therapeutic and educational approach to job assignments for participating veterans.
- Participate in periodic management review sessions with GLAHS Community Care clinical staff.
- Grow the program by expanding public usage of the facility.

### **Section Five: Design Concept**

SAYPI plans to work within the existing physical design of the facility. SAYPI plans to initiate concession sales within available space in the existing Quonset hut. A “Clean-Up”, “Fix-Up”, “Paint-UP”, campaign will be launched immediately.

# Exhibit A

## 10 Year Revenue/Expense Analysis

# Southern Area Youth Programs, Inc. (SAYPI)

Exhibit A

dba Maggie Hathaway Golf Course

## Ten (10) Year Revenue/Expense Analysis 1999 - 2008

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008**	Total
Rounds	17,633	19,188	18,245	19,275	20,126	18,456	19,431	21,918	22,109	23,488	199,869
Golf Revenue	79,765	87,973	87,053	91,867	94,686	85,652	89,630	104,008	109,311	106,597	936,542
Store Revenue	10,340	13,282	13,215	13,297	13,468	12,468	11,471	13,129	14,085	15,417	130,172
<b>Total Revenue</b>	<b>90,105</b>	<b>101,255</b>	<b>100,268</b>	<b>105,164</b>	<b>108,154</b>	<b>98,120</b>	<b>101,101</b>	<b>117,137</b>	<b>123,396</b>	<b>122,014</b>	<b>1,066,714</b>
Golf Expense	67,704	82,669	75,349	84,737	90,998	90,039	89,932	96,383	102,563	159,247	939,621
Store Expense	4,723	7,326	6,564	7,691	7,451	8,425	6,566	6,470	7,208	6,405	68,829
<b>Total Expense</b>	<b>72,427</b>	<b>89,995</b>	<b>81,913</b>	<b>92,428</b>	<b>98,449</b>	<b>98,464</b>	<b>96,498</b>	<b>102,853</b>	<b>109,771</b>	<b>165,652</b>	<b>1,008,450</b>
<b>Net Revenue</b>	<b>17,678</b>	<b>11,260</b>	<b>18,355</b>	<b>12,736</b>	<b>9,705</b>	<b>(344)</b>	<b>4,603</b>	<b>14,284</b>	<b>13,625</b>	<b>(43,638)</b>	<b>58,264</b>

Notes:

\*\*\*One-Time \$58,000 Driving Range Expense taken in 2008.

# Exhibit B

## Project Director Resume

**Art Dansby**  
**Southern Area Youth Programs, Inc.**  
**1921 West 98<sup>th</sup> Street**  
**Los Angeles, Ca. 90047-9517**

**Exhibit B**

**Education:**

A. A. Degree      Government      1962      Los Angeles City College  
B. A. Degree      Political Science      1966      Cal. State University, Los Angeles  
Masters Certificate Management      1968      American University, D. C.

**Work History:**

March, 2004 – Present      **President/CEO**  
Southern Area Youth Programs, Inc.  
1921 West 98<sup>th</sup> Street  
Los Angeles, Ca. 90047-9517

May, 1992 – August, 2004      **Management Consultant**  
Kedren Community Mental Health Center  
4211 S. Avalon Boulevard  
Los Angeles, Ca. 90011

Provided management and technical assistance to CEO in the areas of Mental Health intensive/rehabilitative day treatment, outpatient, regulatory reporting, transportation, contract compliance, fiscal monitoring, cost reporting, audit management, and information systems design.

January, 1973 – May, 1992      **President/Founder**  
Shotwell Computer Systems, Inc.  
1028 E. Compton Boulevard  
Compton, Ca. 90224-5287

Organized and managed private-for-profit company providing medical management, computer services and training services to variety of clients.

June, 1970 – December, 1972      **Senior Systems Programmer**  
Aerospace Corporation  
2350 West El Segundo Boulevard  
El Segundo, Ca. 90245

Provided training and technical support to applications programmers in the use of IBM OS/HASP operating systems. Installed and maintained systems and communications software in support of multi-user computer resource.

September, 1966 – August, 1968      **Systems Programmer**  
U. S. Department of Army  
Pentagon  
Washington, D. C. 20250

# Exhibit C

## Financial Statements

2006

2007

2008

*Samuel V. Trice, Jr.*  
**CERTIFIED PUBLIC ACCOUNTANT**

4415 Victoria Park Drive  
Los Angeles, CA 90019  
(323) 937-9462  
(323) 778-2248

July 16, 2007

Board Of Directories  
Western States Golf Associations Southern Area Youth Program, Inc.  
1921 West 98<sup>th</sup> Street  
Los Angeles, CA 90047

I have reviewed the accompanying balance sheet of Western Golf Association Southern Area Youth Program, Inc. (WSGASAYP) a non Profit Corporation as of December 31, 2006 and the related statements of income, retained earnings, and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accounts. All information included in these financial statements is the representation of the management of WSGASAYP.

A review consists principally of inquires of Company personnel and analytical procedures applied to financial data. It is less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based on my review, I am not aware of any material modification that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Samuel V. Trice, Jr.  
Certified Public Accountant

July 16, 2007

CONFIDENTIAL FINANCIAL  
INFORMATION WITHHELD FROM  
RECORD

# Exhibit D

## Five (5) Year Pro Forma Business Plan

# Southern Area Youth Programs, Inc. (SAYPI)

Exhibit D

## Department of Veterans Affairs Golf Course

### Five (5) Year Business Plan (Pro Forma Projection)

Revenue	2010	2011	2012	2013	2014	Total
Golf Course Green Fees (note 1)	98,400	110,208	123,433	138,245	138,245	608,531
Golf Course Store Sales (concessions)	3,500	3,850	4,235	4,659	4,659	20,902
Golf Course Driving Range Revenue						
Tournament/Facility Fees						
Other Revenue						
<b>Total Revenue</b>	<b>101,900</b>	<b>114,058</b>	<b>127,668</b>	<b>142,903</b>	<b>142,903</b>	<b>629,433</b>

Expense	2010	2011	2012	2013	2014	Total
Salaries and Wages	45,855	51,326	57,451	64,307	64,307	283,245
Payroll Taxes	6,420	7,186	8,043	9,003	9,003	39,654
Store Purchases	2,500	2,750	3,025	3,328	3,328	14,930
Repairs & Maintenance	3,500	3,500	3,500	3,500	3,500	17,500
Casualty Insurance	800	800	800	800	800	4,000
CWT Reimbursement for (note 2)	36,109	39,720	43,692	48,061	48,061	215,642
Information Technology	2,500	2,750	3,025	3,328	3,328	14,930
Advertising & Public Relations	1,200	1,320	1,452	1,597	1,597	7,166
Telephone	300	330	363	399	399	1,792
Corporate Overhead	2,000	2,200	2,420	2,662	2,662	11,944
<b>Total Expense</b>	<b>101,184</b>	<b>111,881</b>	<b>123,770</b>	<b>136,984</b>	<b>136,984</b>	<b>610,803</b>

<b>Surplus/Deficit</b>	<b>717</b>	<b>2,177</b>	<b>3,898</b>	<b>5,920</b>	<b>5,920</b>	<b>18,630</b>
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<b>50% Revenue Share</b>	<b>358</b>	<b>1,088</b>	<b>1,949</b>	<b>2,960</b>	<b>2,960</b>	<b>9,315</b>
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**Notes:**

note 1 Green Fees (annual projection)

600 Public Plays/Mo X 12 Mo @ \$12.00	86,400
50 Veteran Plays/Mo X 12 Mo @ \$7.00	4,200
30 Twilight Plays/Mo X 12 Mo @ \$5.00	1,800
60 Jr Golfer Plays/Mo X 12 Mo @ \$4.00	2,880
20 Senior Plays/Mo X 12 Mo @ \$4.00	960
60 Outpatient Plays/Mo X 12 Mo @ \$3.00	2,160
<b>First Year Total</b>	<b>98,400</b>

note 2 CWT Reimbursement

4,160 annual man hours @ \$8.00/hr	33,280
(4 half-time equivalents @ 20 hours/week)	
payroll burden @ 8.5%	2,829
<b>First Year Total</b>	<b>36,109</b>

# Exhibit E

## IRS 501 c3 Non-Profit Exemption Letter

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
2 CUPANIA CIRCLE  
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: MAR 08 1996

WESTERN STATES GOLF ASSOCIATION  
SOUTHERN AREA YOUTH PROGRAM, INC.  
C/O JOE W. BOYD  
1727 BUCKINGHAM ROAD  
LOS ANGELES, CA 90019

501(C)(3) APPROVAL

Employer Identification Number:  
95-4549435  
Case Number:  
956026045  
Contact Person:  
JULIE Y. CHAN  
Contact Telephone Number:  
(213) 725-6619  
Accounting Period Ending:  
December 31  
Foundation Status Classification:  
170(b)(1)(A)(vi)  
Advance Ruling Period Begins:  
January 11, 1996  
Advance Ruling Period Ends:  
December 31, 2000  
Addendum Applies:  
NO

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

Letter 1045 (DO/CG)

# Exhibit F

## SAYPI Golf Course Management Contract

County of Los Angeles and  
American Golf Corporation

## AGREEMENT REGARDING JACK THOMPSON GOLF COURSE

1. Parties. This Agreement, dated for identification purposes only April \_\_, 1997, is and entered into by and between CW Golf Partners, a California limited partnership ("CW Golf") and Western States Golf Association Southern Area Youth Program, Inc., a Not for Profit, Public Benefit Corporation ("WSGA").

2. Recitals.

2.1 CW Golf is the lessee under that certain Lease Agreement ("the Lease") dated September 14, 1993 by and between the County of Los Angeles (the "County"), as lessor, and CW Golf, as lessee. The Lease covers the operations at Chester L. Washington Golf Course and Jack Thompson Golf Course.

2.2 American Golf Corporation ("AGC") is the general partner of CW Golf.

2.3 CW Golf and WSGA desire to enter into this Agreement to provide for the creation and implementation of one or more junior golf programs benefiting inner city youth at Jack Thompson Golf Course (the "Golf Course").

2.4 CW Golf and WSGA also desire to authorize, license and permit WSGA to undertake those operations of the Golf Course as listed on Exhibit "A" attached hereto (and incorporated herein by this reference) with the consent and agreement of the County of Los Angeles.

In consideration of the foregoing, and for other good and valuable consideration, CW Golf and WSGA agree as follows:

3. Agreement.

3.1 CW Golf will continue to maintain the Golf Course and its facilities in accordance with the provisions of the Lease, and remain fully responsible for compliance with all of the terms of the Lease. CW Golf will pay all expenses related to the maintenance of the Golf Course, and maintain the Golf Course in accordance and compliance with the terms of the Lease. CW Golf will maintain the right to claim any rent credits from the County of Los Angeles as provided for under the terms of the Lease. In addition, CW Golf will have the right, from time to time, and upon advance notice to WSGA, to close the Golf Course for (a) maintenance reasons or (b) revenue generating events such as tournaments and television and motion picture productions. Revenue shared as stated in §3.3(c).

3.2 WSGA will undertake and be responsible for those operations and management responsibilities of the Golf Course as listed on Exhibit "A" under the supervision and direction of CW Golf. WSGA shall have the obligation to operate the Golf Course in accordance and in compliance with the terms of the Lease (which WSGA hereby acknowledges receipt of) and the terms of this Agreement. WSGA will create, implement and maintain one or more junior golf programs of its own. WSGA will operate, schedule and coordinate with the Ladies Professional Golf Association, the Young Golfers Association and other similar organizations for youths to learn to play golf on the Golf Course (The WSGA junior golf programs and the other junior golf programs are hereinafter referred to collectively as the "Programs"). WSGA will develop a standardized junior golf program. The purpose of these Programs will be to promote and facilitate golf instruction and golf participation by inner city youth. Certified Graduates of the program will be entitled to free access to the Golf Course, subject to availability. Without limiting the foregoing, WSGA will do the following:

(a) WSGA will operate a non-profit youth center for learning the rules, etiquette, playing the game of golf, and for the development of good citizenship.

(b) WSGA will solicit sponsors from the general business community to contribute to the junior golf programs being run at the Golf Course and to improve and/or develop the facilities at the Golf Course (including the construction of the clubhouse and meeting rooms).

(c) WSGA will coordinate the use of the Golf Course with other junior golf programs.

(d) WSGA will ensure that the junior golf program is properly operated to assure greater participation in the game of golf by inner city youth.

(e) WSGA will solicit, coordinate and supervise volunteers to participate in the implementation and maintenance the program.

(f) WSGA will be responsible for all costs and expenses incurred in connection with the Golf Course operation and its program. CW Golf's obligations will be confined to the costs and expenses of maintaining the Golf Course in compliance with the provisions of the Lease.

3.3 (a) WSGA will make the Golf Course and ancillary facilities available to adult patrons, and not exclusively operate Junior Golf Programs at the Golf Course. CW Golf and WSGA will meet, on an annual basis, and mutually develop a business plan that (a) identifies WSGA's use of the Golf Course for its Junior Golf Program and other junior golf programs, (b) coordinate the use of the Golf Course for these Programs with the availability of the Golf Course to the general public, (c) specifically identify any action to be taken by CW Golf relative to the maintenance of the Golf Course necessary to facilitate the program being run by WSGA, and (d) establish an operational budget for the Golf Course. Each business plan will be subject to the reasonable approval of WSGA and CW Golf. WSGA understands and agrees that CW Golf's primary purpose in reviewing and approving each annual business plan is to ensure that CW Golf is continuously in compliance with its obligations under the Lease and to ensure that CW Golf is not required to incur any extraordinary expense in connection with any junior golf program that would not otherwise be incurred in connection with the normal operation of the Golf Course.

(b) WSGA will prepare and provide CW Golf (with CW Golf's assistance) monthly financial statements for the operations of the Golf Course in a form and manner acceptable to CW Golf, in its sole and absolute discretion. CW Golf and/or the County shall have the right to audit and inspect all books, ledgers and records of WSGA upon providing reasonable written notice to WSGA.

(c) WSGA and CW Golf will divide all "Net Profits" derived from WSGA's operation of the Golf Course on an equal basis until such time as CW Golf has recouped all expenses incurred under this Agreement by CW Golf for the maintenance of the Golf Course as provided under Paragraph 3.1. For purposes of this subparagraph, "Net Profit" shall mean the revenues received from the operation of the Golf Course less the expenses incurred by WSGA in operating the Golf Course as provided in Paragraph 3.2. WSGA shall not include in operating expenses any costs incurred in obtaining sponsorships or related to fundraising, or in any way dealing with WSGA's charitable purpose or not-for-profit functions. Only those expenses related directly to the day-to-day functioning of the Golf Course shall be considered operational expenses.

(d) CW Golf will also allow WSGA, sixty (60) days after the execution of this Agreement by all parties, to take over the operation and management of the Golf Course as provided for under this Agreement.

3.4 In addition to CW Golf's obligations under this Agreement, AGC hereby agrees to cooperate with WSGA in promoting and facilitating golf instruction and golf participation by inner city youth in the following manner:

(a) AGC will make available to Certified Graduates of WSGA's junior program, on a year round basis, the driving ranges and golf courses at Arcadia Golf Course in Arcadia, California, Brookside Golf Course in Pasadena, California, Simi Hills Golf Course in Simi Valley, California, Chester Washington Golf Course in Los Angeles, California, Dominguez Golf Course in Carson, California and Westchester Golf Course in Los Angeles, California, for use by WSGA junior members who have completed a junior golf programs, Mondays through Fridays (except holidays) on the driving range at any time, and on the golf course during off peak hours for a charge of \$1.00 per medium size of bucket of practice balls, or \$1.00 per round of golf (except Westchester Golf Course which can not be used between the hours of 5:00 p.m. and 7:00 p.m.).

(b) AGC, will, at WSGA's request, use reasonable efforts to assist WSGA in obtaining golf equipment for junior golfers.

(c) AGC will sponsor WSGA's annual fund raising tournament to be held at Chester Washington Golf Course on a weekday (other than a holiday) acceptable to AGC. At a minimum, sixty percent (60%) of green fees and golf cart fees collected from this event will be donated to the WSGA Junior Golf Program.

(d) AGC will provide a \$1.00 rebate to the Program for each player in WSGA club tournaments played on AGC golf courses located in California, Arizona and Nevada upon presentation of the appropriate receipts for the tournaments.

(e) AGC will provide WSGA with the use of Dominguez Golf Course as the location for the WSGA's Annual Drive-A-Thon.

(f) AGC will continue its junior golf internship program for two to three outstanding juniors. Each participant must be a junior or senior in high school and maintain a minimum grade point average of 2.50. Each participant will be employed by AGC during summer vacation on an as-needed basis. Provided that a participant successfully completes the required employment tasks throughout the summer, the participant will receive a one time scholarship of \$1,000 at the end of the summer. WSGA understands that each participant will be offered employment for one summer only and further understands that AGC's offer of employment will extend only for the summer vacation period. Each participate is eligible for only one scholarship under this internship program.

3.5 WSGA will ensure that AGC's name and corporate logo are prominently displayed, promoted, and recognized as a primary sponsor in all signage, brochures, literature, promotional items, events, fundraisers or any other public advertisements dealing with the Golf Course or WSGA's programs. The County (through its Director of Parks and Recreation) reserves the right to approve all advertisements, promotional items, signage, brochures, literature, events or fundraisers and shall also receive appropriate acknowledgement as a sponsor on all of such items.

3.6 WSGA agrees that it will:

(a) Indemnify CW Golf, AGC and the County against and hold CW Golf, AGC and the County harmless from any injury to person or property, and all costs, claims, suits or liabilities arising from WSGA's operation to the Golf Course and the conduct of WSGA's Programs, business or anything else done or permitted to be done in or about the Golf Course, including any breach or default in the performance of WSGA's obligations under this Agreement; or any other acts or omissions of WSGA while operating the Golf Course or during the term of the Agreement. WSGA shall defend CW Golf, AGC and the County against any such injury to person or property, and all claims, suits or liabilities at WSGA's sole expense with counsel reasonably acceptable to CW Golf, AGC or the County, or at CW Golf's, AGC's or the County's election, WSGA shall reimburse CW Golf, AGC or the County for any legal fees or costs incurred by CW Golf, AGC or the County in connection with any such injury, claim, suit or liability. As a material part of the consideration to CW Golf, AGC or the County, WSGA assumes all risk of damage to property or injury to person in or about the Golf Course arising from any cause associated with WSGA's operations, and WSGA hereby waives all claims in respect thereof against CW Golf, AGC or the County, except for any claim arising out of CW Golf's, AGC's or the County's gross negligence or willful misconduct. As used in this Section, the term " WSGA" shall include WSGA's employees, agents, contractors and invitees, if applicable.

(b) WSGA shall obtain as a condition precedent to WSGA's enforcement of this Agreement, and maintain in force during the term of this Agreement the following types of insurance coverage: Comprehensive General Liability Policy of Insurance with an aggregate and per occurrence bodily injury and property damage policy limit of no less than One Million Dollars (\$1,000,000). In addition, WSGA will acquire and maintain workers' compensation insurance for every employee, volunteer or contractor of WSGA engaged in any manner with the operation of the Golf Course, or implementation of the Programs and shall provide proof of said insurance as a precondition to CW Golf's performance under this Agreement. No policy of insurance shall include any self-insurance retention endorsement nor any individual policy deductible of more than \$2,500. These policies shall be considered primary coverage and shall contain the following special endorsements and/or provisions:

(i) CW Golf, AGC, the County and their officers, employees, and servants shall be included as additional insureds on all liability coverage policies and will be provided with an additional insured certificate prior to the commencement of this Agreement as pertains to the Golf Course;

(ii) The insurer will not cancel or reduce the insured's coverage without thirty (30) days' prior written notice to CW Golf;

(iii) CW Golf, AGC and the County shall not be responsible for the payment of any premiums or assessments on the policy; and

(iv) Rating of Insurance Company: WSGA shall maintain all insurance required under this Agreement with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide".

No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of WSGA to furnish insurance during the term of this Agreement. Said policy or policies shall be underwritten to the satisfaction of CW Golf. A signed and complete certificate of insurance, with all endorsements required by this section and naming CW Golf, AGC and the County as specific additional named insureds, shall be submitted to CW Golf prior to the execution of this Agreement. At least thirty (30) days prior to the expiration of any such policy, a signed and complete certificate of insurance coverage as renewed or extended shall be filed with CW Golf. If proof of such renewed or extended coverage is not provided to CW Golf then this Agreement shall terminate upon the policy expiration date. Upon request, insurer shall furnish CW Golf a certified copy of the policy within ten (10) days.

4. Term. This Agreement shall be for an initial term of five (5) years commencing on the date control of operation and management of the Golf Course is given to WSGA by CW Golf. WSGA shall have the right, by option, to extend this Agreement for an additional five (5) years by giving notice in writing to CW Golf not less than one hundred eighty (180) days prior to the expiration of the initial term. This Agreement may be terminated by expiration of its term, any material breach of its provisions and conditions, failure to adhere to the annual business plan after reasonable notice (as defined herein) is provided to the non-complying party, termination of the underlying Lease with the County, or mutual consent of the parties. Reasonable notice shall be given by either party desiring to terminate this Agreement under the terms of this paragraph. Reasonable notice, as used in this Paragraph 4, shall not be a period of the longer than sixty (60) days under any circumstance.

5. Miscellaneous.

5.1 Any communication containing the name or logo of AGC must be approved in advance by AGC. AGC's consent will not be unreasonably withheld.

5.2 This Agreement is the entire agreement between the parties and may not be amended or modified except by an instrument in writing signed by both parties.

5.3 WSGA will comply with all laws relating to the operation of the Golf Course or any program operating at the Golf Course.

5.4 Any notices or other communications required or permitted under this Agreement shall be given in writing, delivered personally, forwarded by overnight delivery or sent by certified mail. For purposes of notice, CW Golf's address shall be:

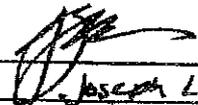
c/o American Golf Corporation  
2951 28th Street  
Santa Monica, California 90405  
Attention: Riki M. Ichiho - Legal Department

and WSGA's address shall be:  
Joe W. Boyd, President  
WSGA Southern Area Youth Program, Inc.  
1727 Buckingham Rd.  
Los Angeles, CA 90019

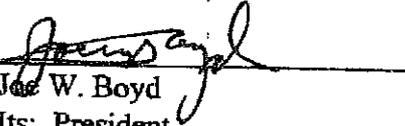
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CW Golf Partners,  
a California limited partnership

By: American Golf Corporation,  
a California corporation  
Its: General Partner

By:   
\_\_\_\_\_  
Joseph L. Guern  
Its: Executive Vice President

Western States Golf Association  
Southern Area Youth Program, Inc.,  
a Not for Profit Public Benefit Corporation

By:   
\_\_\_\_\_  
Joe W. Boyd  
Its: President

## **EXHIBIT "A"**

### **WESTERN STATES GOLF ASSOCIATION DUTIES**

1. Hire and supervise a Golf Course Manager who will oversee the Golf Course operations;
2. Prepare and provide all business forecasting and budgeting data;
3. Hire and supervise all operations staff, including, but not limited to, starter's booth, pro shop, snack bar, marshals, golf professional(s), and clubhouse maintenance staff;
4. Prepare, implement and supervise all payroll functions, training functions, computer training, marketing and advertising functions, security functions, cash handling and bookkeeping functions, policies and procedures functions and clubhouse and facilities maintenance functions; and
5. Golf instruction and junior golf programs as more specifically described herein.

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

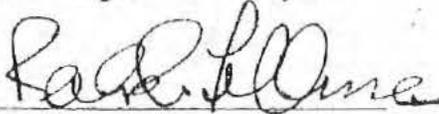
United States Veterans Initiative

Stephen Peck, President  
Keith R. Ellis, Chairman

800 West 6<sup>th</sup> 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.

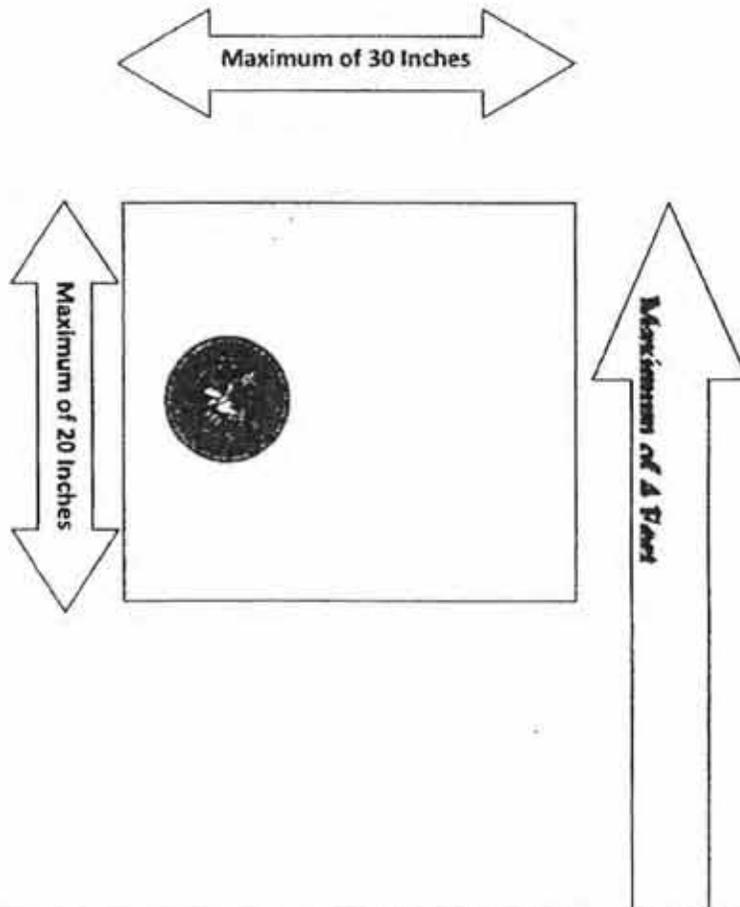
## Attachment "B"

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)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				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 Chief, External Affairs VHAGLAS 11301 Wilshire Blvd. LA, CA 90073		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
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			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<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)					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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 1 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.1.2.  
AGENCY REVIEW DOCUMENTS

**Geffner, Patricia**

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**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.

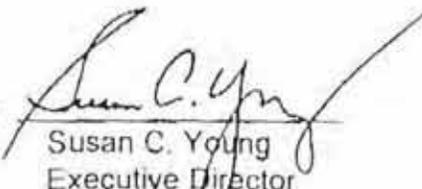
D. This Memorandum of Agreement will remain in effect unless amended, modified or superseded. Additions, deletions or changes shall be made in writing and signed by the signatories or their designated representatives.

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.

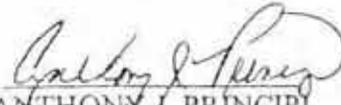
B. This Memorandum of Understanding represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of the Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, 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.

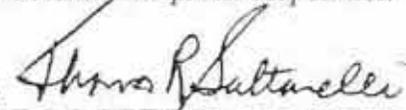
IN WITNESS WHEREOF, VETERANS PARK and VA have executed this Agreement on the date signed below.

DEPARTMENT OF  
VETERANS AFFAIRS

By:   
ANTHONY J. PRINCIPI  
Secretary

Date: July 27, 2001

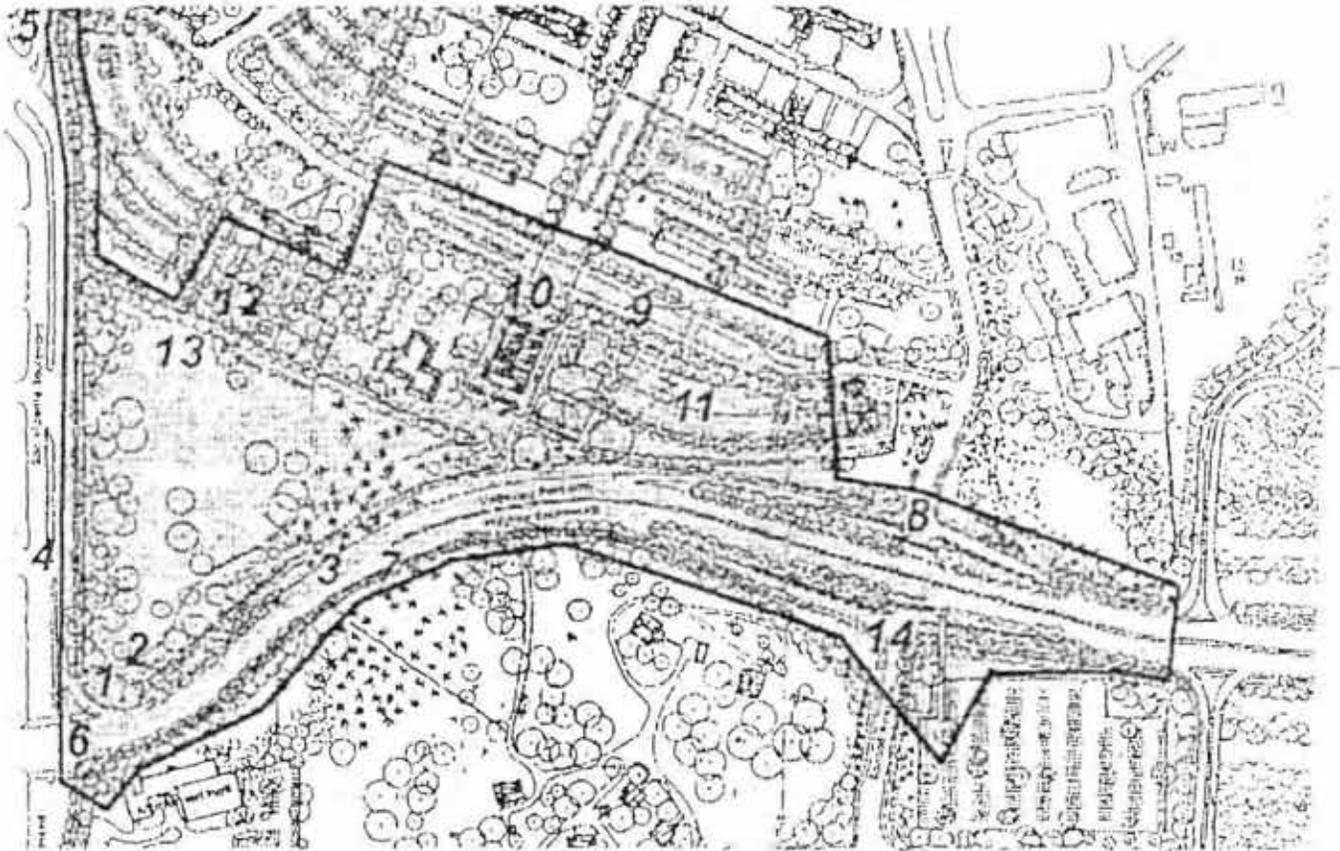
VETERANS PARK,  
a California non-profit corporation

By:   
THOMAS J. SALTARELLI  
President, Board of Directors

Date: June 21, 2001

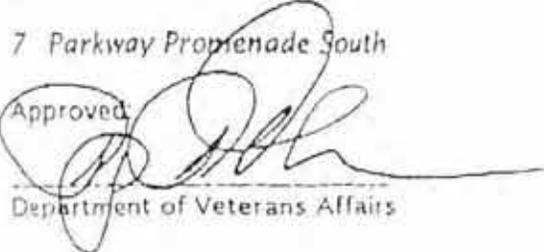
Memorandum of Understanding July 14, 2000

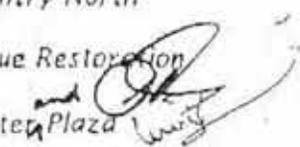
Schedule depicting Scope of Paragraph III A 1 and A2.



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      |
| 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**

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**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]

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**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]

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**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

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**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]

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**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**

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**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**

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**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]

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**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]

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**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]

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**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-██████████

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**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.

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**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-██████████

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**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]

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## Liguoro, Joan

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**From:** Geffner, Patricia  
**Sent:** Tuesday, October 10, 2006 9:06 AM  
**To:** Liguoro, Joan  
**Subject:** FW: West LA

fyi

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**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-██████████

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**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**

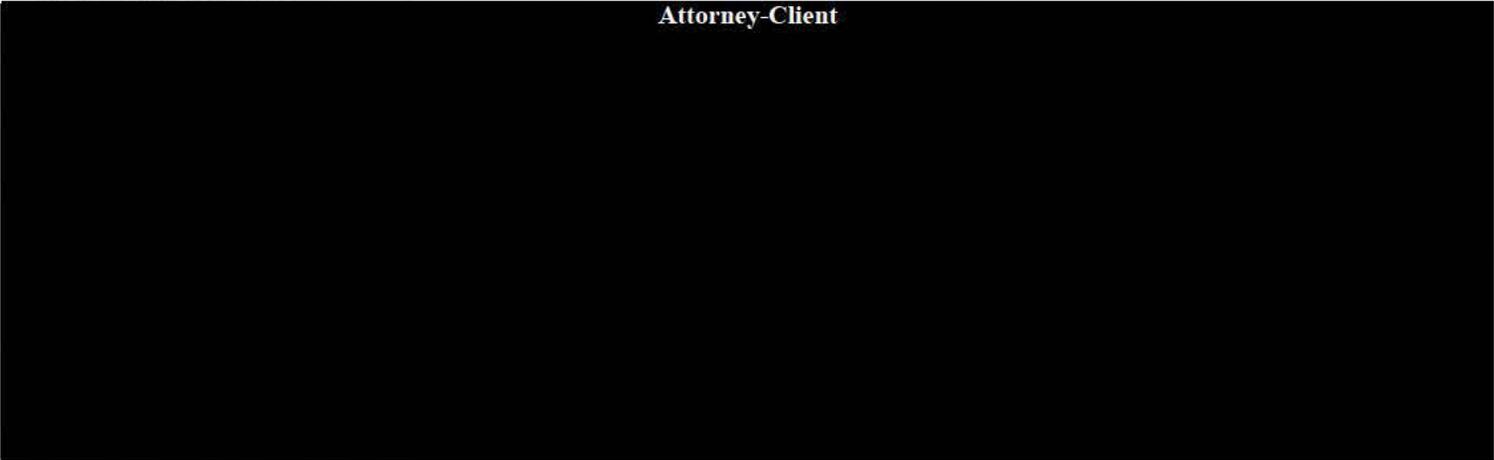
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**From:** Geffner, Patricia  
**Sent:** Tuesday, October 10, 2006 9:29 AM  
**To:** OGC Region 17 Attorneys (LA); Bayard, Dave; Fishbein, Susan

**(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

**Tillman, Ralph D**

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**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**

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**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]***

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**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

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**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**

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**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.

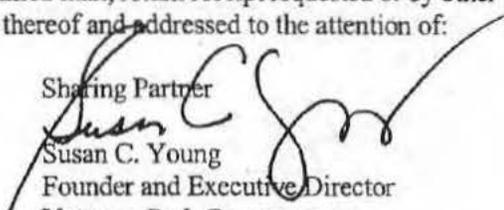
H. **Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

VA Contact Person

Ralph Tillman  
Director, Asset Management  
VA Greater Los Angeles Healthcare System  
Los Angeles, CA 90073

Telephone: (310) 268-3769  
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

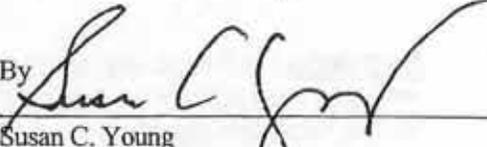
Telephone: (310) [REDACTED]  
Facsimile: (310) 820-1486

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

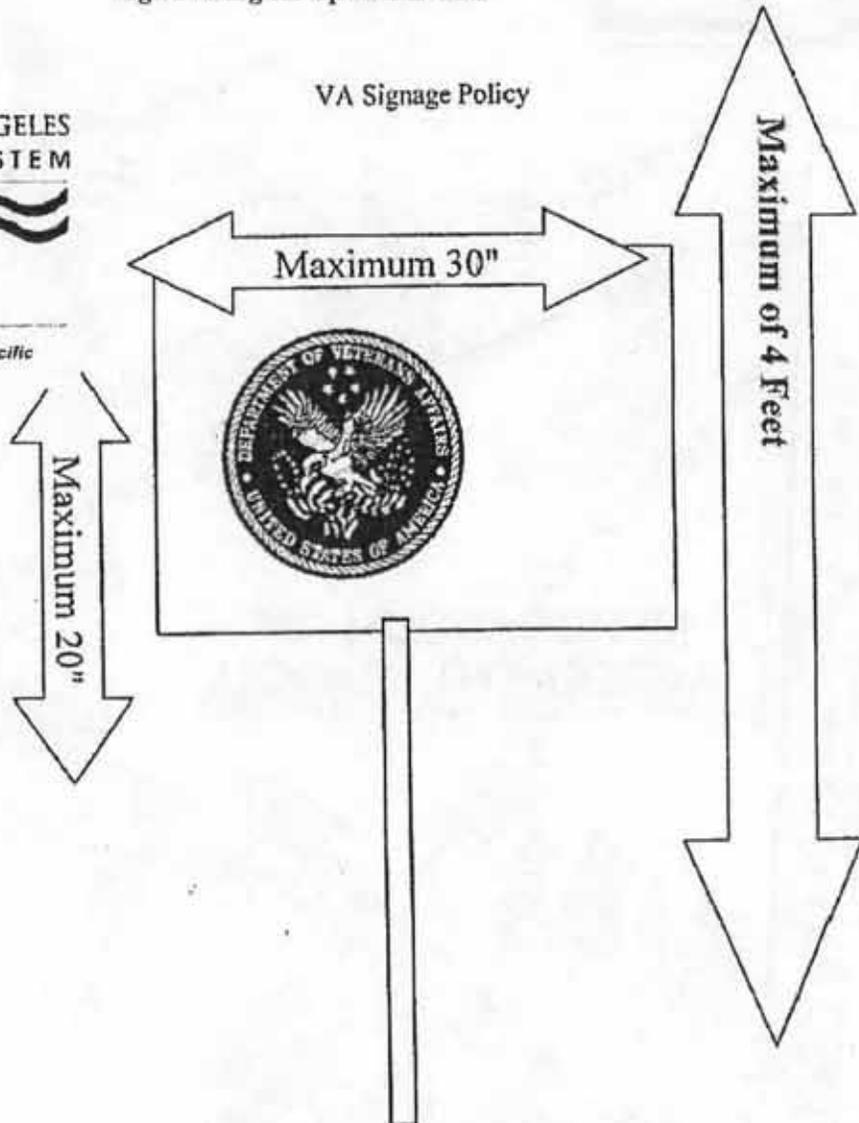
Sign Posting for Special Events

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.

*Enhanced Sharing Agreement*

Proposed Project (Financial and Construction) Schedule

**Attachment F**

Los Angeles National Veterans Park

Date	Construction Milestone	Project	Fundraising Total
Sept 2007	Project Team Assembled (1 month)		
October 2007	Design Development & Construction Drawings (6 months)	Surveys & Mapping (1 month)	
April 2008	Design Development & Construction Drawings Complete		
	Bidding Process (1 month)		
May 2008	Construction Begins (14 months)	Excavation of Land	
June 2009	Groundbreaking Ceremony	Restoration of the Rose Garden	
July 2009	4 <sup>th</sup> of July	Amphitheater	
Jul-09		Inspiration Hill	TOTAL COST:
Aug-09		Pond, Terrace, Fountain	
Sep-09		Teahouse	
Nov-09		Great Lawn	
Jan-10		Italian Garden	
Apr-10	Construction Complete	Labyrinth	
Nov-10	Park Dedication (November 11- Veterans Day)		\$7,000,000

**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"> <li>• The ability to cancel/amend the contract if the terms result in VA failing to meet requirements of law.</li> <li>• The time period covered by the contract.</li> <li>• The liability assumed by VA for failure to perform.</li> <li>• Other terms such as quantities, deadlines, quality issues, hours of operation, manpower commitments and ability to deliver services as required?</li> <li>• If the contract is for the use of equipment, does it address the responsibility for equipment maintenance or loss?</li> </ul>	X X 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			Cost comparison with other land use agreements
Does documentation exist to support local market rates assessment?		X		

Self Certification Review Checklist  
Enhanced Sharing Contracts

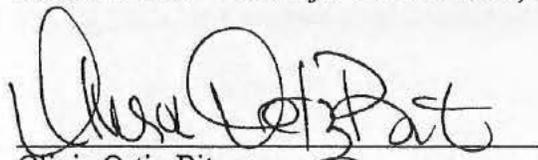
Item	Yes	No	N/A	Comments
Does the contract recover full cost?	X			
Is the full cost data included in the contract file?	X			
What is the source of cost information used for pricing?				
If full cost is not recovered, what cost components are excluded from pricing consideration?			X	
What is the justification for not recovering full cost? <ul style="list-style-type: none"> <li>• The services or goods are being sold to maintain essential clinical skills or to continue programs essential to the veteran population.</li> <li>• Prices are set by law or executive order and are not based on full cost or market price</li> <li>• Other</li> </ul>			X	
Is the market price being charged? If so: <ul style="list-style-type: none"> <li>• Was the justification for using market price fully documented in the contract file?</li> <li>• Does the contract recover at least the local direct costs, i.e., fixed direct variable supply and variable labor costs?</li> </ul>	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

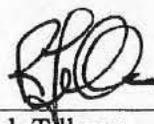
Item	Yes	No	N/A	Comments
What billing and collection procedures were used?				Asset Mgmt Office procedures
What systems are used to record accounts receivable?				Recurring Alternative Revenue Report, Quick Books
Are provisions made for uncollectible accounts?	X			
Is the debtor being provided with due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

Confidentiality Note: This e-mail is intended only for the person or entity to which it is addressed, and may contain information that is privileged, confidential, or otherwise protected from disclosure. Dissemination, distribution, or copying of this e-mail or the information herein by anyone other than the intended recipient is prohibited. If you have received this e-mail in error, please notify the sender by reply e-mail, phone, or fax, and destroy the original message and all copies. Thank you.

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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 1<sup>st</sup> of each month, and will be considered late if not received by the close of business on the 5<sup>th</sup> 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:

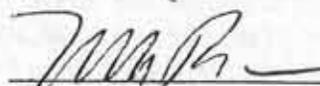


Ralph D. Tillman  
Director, Asset Management

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>
<b>SUBTOTAL DUE</b>	<b>\$84,900.00</b>
McArthur Field Maintenance credit + CPI credit	- <u>\$ 7,956.75</u>
<b>TOTAL DUE</b>	<b>\$76,943.25</b>

**SECURITY DEPOSIT PAYMENT MUST NOT EXPIRE PRIOR TO EXPIRATION OF PERFORMANCE PERIOD FOR THIS AGREEMENT.**

## Attachment "C"

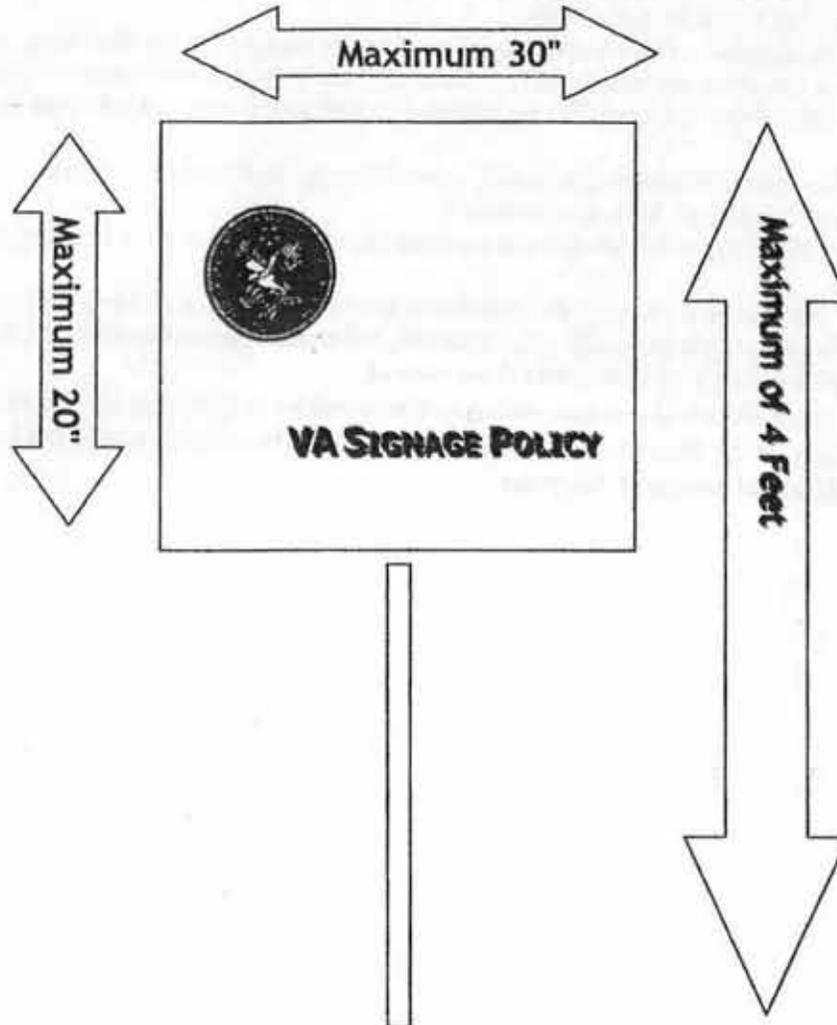
### Proposed improvements to the MacArthur Field by the Sharing Partner

- 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>
<b>Westside Breakers Soccer Club</b>							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
<b>Total Westside Breakers Soccer Club</b>					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

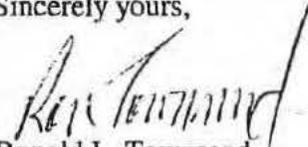
Gentlemen:

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>
<b>PARKING LOT (P1)</b> East of Sawtelle Blvd. North of Ohio Ave. NOTE: Entrance to this lot will be from Sawtelle & Ohio only.	148	Days, Nights & Weekends
<b>PARKING LOT (P3)</b> 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 <del>Only</del>
<b>PARKING LOT (P29)</b> 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 1<sup>st</sup> of each month and will be considered late if not paid by the 10<sup>th</sup>. All other Revenue Sharing monies will be paid in arrears, due on the 1<sup>st</sup> of each month and will be considered late if not paid by the 10<sup>th</sup>. 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:

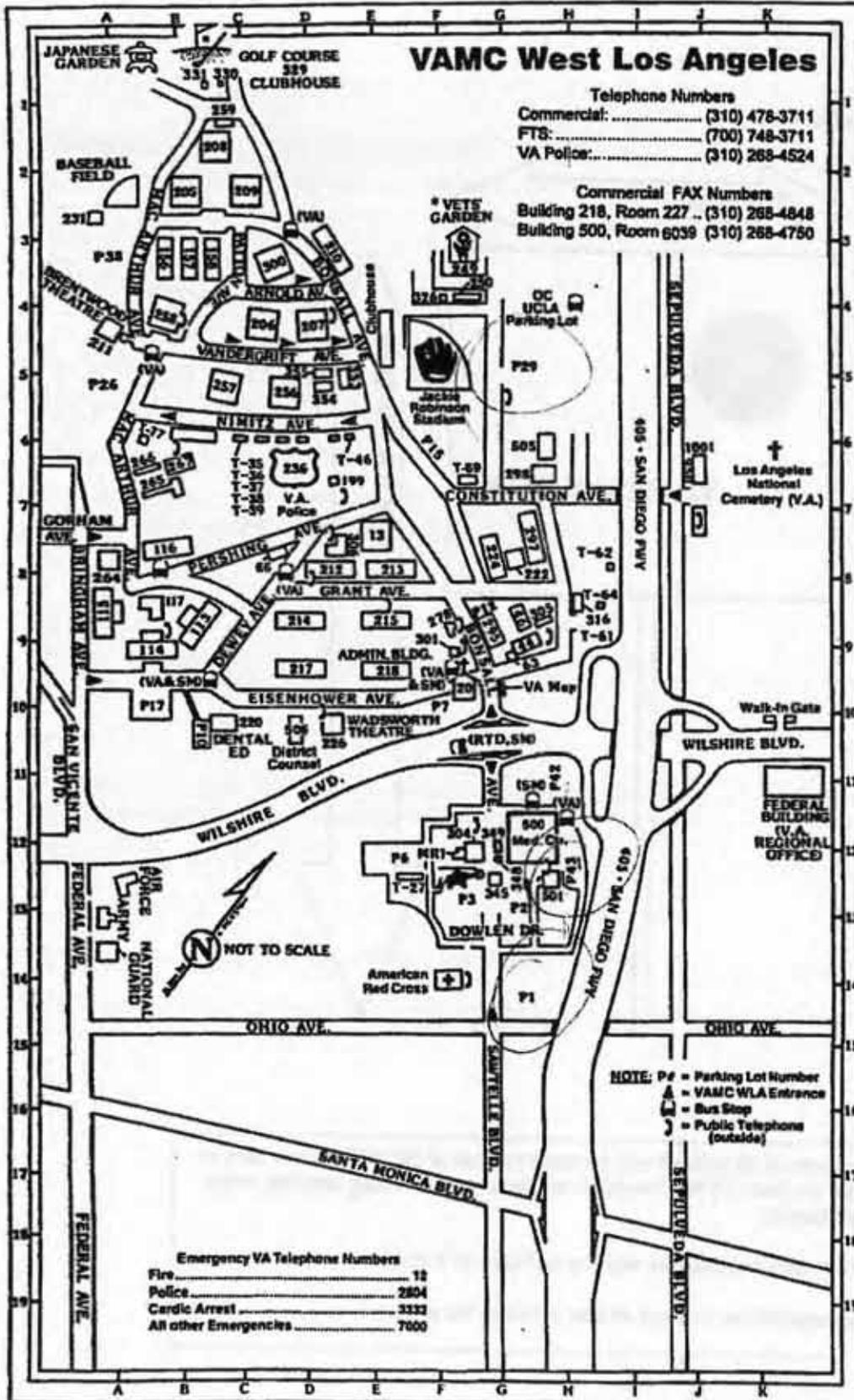
1. Responsibility: It is the responsibility of all contractors and subcontractors to comply with parking regulations and direct orders from Medical Center Police Officers in their duties of directing traffic. Failure to comply could lead to citations and the loss of parking privileges.

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)

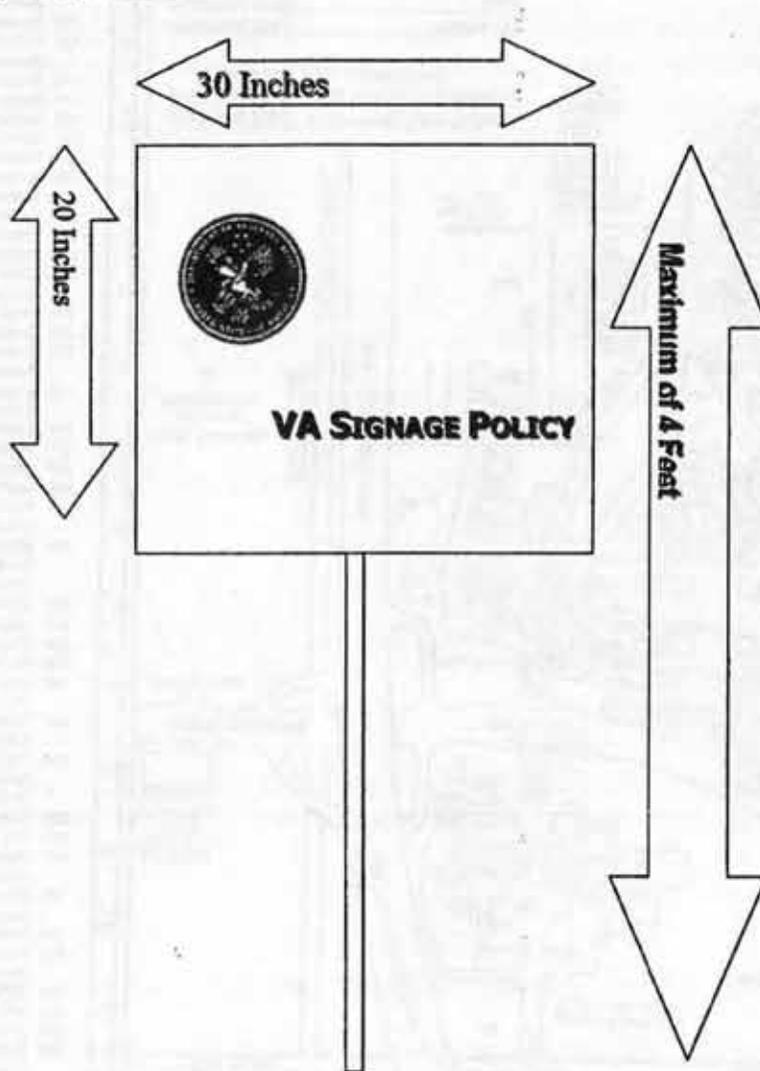
**VAMC WLA Facility Index**

Bldg. No.	Map Coordinates
20 Chapel (Historic Bldg.)	G-10
44 Engineering Shops	H-9
63 Maintenance & Operation	G-9
66 Trolley House Art Gallery (Historic Bldg.)	C-8
113 Research	B-8
114 Research, Administration, Research Library	B-9
115 Research (CURE)	B-9
117 Research	B-8
158 Mental Hygiene Clinic, Agent Cashier, Outpatient Pharmacy, Nursing Education	B-3
205 Recreation, Physical Therapy, Swimming Pool	B-2
206 Patient Care, Patient Ward, Wmn's Clinic, Vet. Svc. Ofc.	C-4
208 Rehabilitation Medicine	B-2
209 Patient Care, Patient Ward, Canteen, Clothes Room	C-2
210 Patient Care, Patient Ward	D-3
211 Brentwood Theater	A-4
212 Domiciliary, Prosthetics, Recreation, Neurology	D-8
213 Nursing Home Care Unit, Dialysis, Podiatry	E-8
214 Domiciliary	D-8
215 Nursing Home Care Unit	E-8
217 Domiciliary	D-9
218 A&AMS, Engineer, Fiscal, Personnel, EEO, Regional Office of Public Affairs	E-9
220 Wtrn. Dent. Ed. Ctr., Regional Dental Lab., Oral Biology Resch., GRECC	C-10
222 Mail-out Pharmacy	G-8
224 Laundry	G-8
226 Wadsworth Theater	D-10
236 VA Police Station	D-6
256 Medical, Out-PL, Personnel Physician, Optometry Svc.	C-5
257 Patient Care (Psychiatry), Substance Abuse	B-5
258 Patient Education, Volunteer, Dental, Radiology, Nursing, SWS, Research, Adm. & Ljb.	B-4
259 Comp. Work Therapy	C-1
264 Day Treatment Clinic	A-8
267 Rehabilitation Medicine, Office Machine Repair Training	B-6
297 Storage & Distribution, Warehouse, AAMS	G-7
298 Resid. Treatment Center	H-6
300 Patient Dining Rm., Dietetics, Veteran Service Office	C-3
301 AFGE (Union), Tel. Bldg.	F-9
304 MRI, PET, Research	F-12
305 Engr., Transportation	H-8
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329 Golf Clubhouse	C-1
345 Neutron Treatment Facility	G-13
500 Director's Ofc., Lib., Pub. Affairs Volunteer, Chaplain, Cafeteria, Canteen, Agent Cashier, R.M.S., Pharm., Q.M., Dental, Surg. Svc., Nuc. Med., Nsg. Ed., Pt. Rep. Emerg. Rm, Info. Desk	G-12
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T-35 Protestant Chapel	C-6
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T-68 Linen Repair	F-5
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Japanese Garden	A-1
L.A. National Cemetery (VA)	J-6
Fed. Bldg., VA Regional	K-11
Jackie Robinson Stadium, Clubhouse	F-5
Helicopter Pad	F-13

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**

<b>CONTACT INFORMATION</b>
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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

<b>AUTHORIZED INDIVIDUALS</b>
-------------------------------

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.
- Extensive experience in development, marketing and operations with Westside Limousine. Numerous national, international, local and governmental clients make up the customer base for Westside Limousine. Westside Limousine has transported more than one hundred thousand passengers over five million miles.
- Co-Operator Westside park & shuttle service to the Malibu Getty Museum for 11 years. Transported over one million visitors to the Malibu Getty Museum.
- 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  
Chart House Redondo Beach  
Moonshadows, Malibu  
Nantucket Inn, Malibu  
Sea Lion, Malibu

- 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.

### *Real Estate Investment*

Fourteen years in the sale, leasing, marketing, management, development and formation of limited partnerships for investment.

- Developed and marketed the conversions of:

Commercial Houses to Offices/Retail.  
Apartments to Condominium ("Torca")

## EDUCATION

California State University. Bachelors degree in Psychology. Two years of undergraduate courses in Business Administration with emphasis in Marketing.

## Resume

# Christopher Fox

### EXPERIENCE

- Total of 10 years in parking management. Responsible for approximately 5000 parking spaces at one time while managing multiple properties.

- Parking manager operator:

LAX Marriott Hotel  
LAX Sheraton Hotel  
Hyatt Irvine Hotel  
Irvine Marriott Hotel  
Raddison Marriott  
Torrance Marriott  
Dana Point Resort  
Westin South Coast Plaza

- Currently operating the following locations under the DBA of Minuteman Parking:

Marina Beach Marriott Hotel  
Manhattan Beach Marriott Hotel  
Raleigh Studios Manhattan Beach  
Marriott Courtyard Hotel

### EDUCATION

University of Massachusetts with a degree in Business Administration with Marketing emphasis.

REFERENCES

Andrea Leonard, Director of Visitor Services  
J. Paul Getty Center, 1200 Getty Center Dr., Los Angeles, CA 90049  
[REDACTED]

Amy Fisk, Assistant to the Director  
J. Paul Getty Center, 1200 Getty Center Dr., Los Angeles, CA 90049  
[REDACTED]

Javier Cano, General Manager, Marina Beach Marriott Hotel  
4100 Admiralty Way, Marina Del Rey, CA 90290  
[REDACTED]

David Chiodi, Controller Manhattan Beach Marriott Hotel  
1400 Parkview Ave., Manhattan Beach, CA 90266  
[REDACTED]

Jim Barton, President, Santa Monica Airport Association  
1445 Palisades Dr., Pacific Palisades, CA 90272  
[REDACTED]

Roy Ettenger, Representative, Malibu Jewish Center  
[REDACTED]

Rob Graham, Charthouse Restaurants  
13950 Panay Way, Marina Del Rey, CA 90292  
[REDACTED]

George Poptsis, Poptsis Realty  
1457 7th St., Santa Monica, CA 90401  
[REDACTED]

**Parking and shuttle services for the J. Paul Getty Center Employees.**

Park and shuttled 1500 employees each day for the J. Paul getty Center. Parking was at the West Los Angeles Veterans Administration.

Contact:

- (1) Barbara Whittney, Director, Getty Center, 1200 Getty Center, Drive. Los Angeles. Ca. 310-██████████
- (2) Barbara Powell, West Los Angeles Veterans Administration

**Parking and shuttle service for the J. Paul Getty Center Visitors.**

Park and shuttle visitors each day for the West Los Angels Veterans Administration to the J. Paul Getty Center.

Contact:

- (1) Ashley Tierney. Getty Center, 1200 Getty Center Drive, Los Angeles, CA 90049 310-██████████
- (2) Barbara Powell, West Los Angeles Veterans Administration

**Marina Beach Marriott Hotel: Operate all parking operations for the hotel.**

Contact: Javier Cano, General Manager, 4100 Admiralty Way, Marina Del Rey, CA 310-██████████

**Manhattan Beach Marriott Hotel: Operate all parking operations for the hotel.**

Contact: David Chiodi, Controller, 1400 Park View Ave., Manhattan Beach, CA 310-██████████

**Raleigh Studios, Manhattan Beach: Operate parking and employee shuttle services for the studio.**

Contact: Dana Bromley, Raleigh Studios, 1600 E. Rosecrans, Manhattan Beach, CA 310-██████████

**Marriott Courtyard Long Beach. Operate parking facilities for hotel.**

Contact: Robert Thomas, General Manger, 500 First St.,  
Long Beach, CA 562-4 [REDACTED]

**Malibu Getty Museum. Park and shuttle visitors to the Malibu Museum**

Contact: Andrea Leonard, Getty Center, 1200 Getty Center Dr.,  
Los Angeles, CA 90049 310 [REDACTED]

**Chart House Restaurants: Valet and self parking for the Chart house  
Restaurants**

Contact: Rob Graham, Marina Del Rey Charthouse  
13950 Panay Way, Marina Del Rey, CA 90292 310 [REDACTED]

**Operate Park and Shuttle for:**

Malibu Jewish Center  
Bel Air Country Club  
Barbara Straisand Center  
TRW Space and Defense

## PERFORMANCE ABILITY

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.

Further, we are profitably managing parking and transportation services in numerous projects. We have parked and shuttled over one million visitors in our 12 years at the Getty Museum (Malibu Villa). We have been responsible for over 5000 parking spaces at multiple properties. We currently operate multiple high level properties.

We have transported passengers more than 5 million miles in our transportation division, accident and injury free. We have provided the necessary marketing to make all of these projects succeed. We have demonstrated the ability to manage and operate multiple, large scale parking operations and transportation services. Our real estate expertise and experience, plus our experience in the Los Angeles area, give us the ability to bring all the qualities that are necessary to succeed with this contract and to offer attractive financial returns to the Department of Veterans Affairs.

We have pioneered new markets and have created successful ventures for communities as well as business owners on the Westside. Our experience and our Westside contacts give us confidence that we will meet, and exceed, the challenge of profitable utilization of parking areas and designated spaces on the grounds of the VA West Los Angeles Healthcare Center.

## EXPERIENCE WITH GOVERNMENT AGENCIES

The success of WESTSIDE SERVICES in working with government agencies has been amply demonstrated through our year and a half performance on the West Los Angeles Veterans Medical Center Grounds:

- 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

<b>FEEES TO USERS</b>
-----------------------

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

<b>PROJECTED USAGE</b>
------------------------

	<u>Occupancy</u>	<u>Day</u>	<u>Month</u>	<u>Year</u>
<p><b>LOT (P1) 148 SPACES</b>            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><b>LOT (P3) 251 SPACES</b>            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><b>LOT (P29) 740 SPOTS</b>            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><b>ADDITIONAL PARKING/ GRASSY AREAS</b>            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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<b>CONTACT INFORMATION</b>
----------------------------

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

<b>AUTHORIZED INDIVIDUALS</b>
-------------------------------

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**

**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  
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**Ronald L. Townsend  
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**Submitted by  
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**May 21, 1999**

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## SECTION ONE: PAST EXPERIENCE

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**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**.

## 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

# 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.
- Extensive experience in development, marketing and operations with Westside Limousine. Numerous national, international, local and governmental clients make up the customer base for Westside Limousine. Westside Limousine has transported more than one hundred thousand passengers over five million miles.
- Co-Operator Westside park & shuttle service to the Malibu Getty Museum for 11 years. Transported over one million visitors to the Malibu Getty Museum.
- 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 of 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

Chart House Redondo Beach

Moonshadows, Malibu

Nantaucket Inn, Malibu

Sea Lion, Malibu

- 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.

### *Real Estate Investment*

Fourteen years in the sale, leasing, marketing, management, development and formation of limited partnerships for investment.

- Developed and marketed the conversions of:

Commercial Houses to Offices/Retail

Apartments to Condominium ("Torca")

## EDUCATION

California State University. Bachelors degree in Psychology. Two years of undergraduate courses in Business Administration with emphasis in Marketing.

## Resume

# Christopher Fox

### EXPERIENCE

- Total of 10 years in parking management. Responsible for approximately 5000 parking spaces at one time while managing multiple properties.

- Parking manager operator:

LAX Marriott Hotel  
LAX Sheraton Hotel  
Hyatt Irvine Hotel  
Irvine Marriott Hotel  
Raddison Marriott  
Torrance Marriott  
Dana Point Resort  
Westin South Coast Plaza

- Currently operating the following locations under the DBA of Minuteman Parking:

Marina Beach Marriott Hotel  
Manhattan Beach Marriott Hotel  
Raleigh Studios Manhattan Beach  
Marriott Courtyard Hotel

### EDUCATION

University of Massachusetts with a degree in Business Administration with Marketing emphasis.

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]

Javier Cano, General Manager, Marina Beach Marriott Hotel  
4100 Admiralty Way, Marina Del Rey, CA 90290  
310- [REDACTED]

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]

Rob Graham, Charthouse Restaurants  
13950 Panay Way, Marina Del Rey, CA 90292  
310- [REDACTED]

George Poptsis, Poptsis Realty  
1457 7th St., Santa Monica, CA 90401  
310- [REDACTED]

**Parking and shuttle services for the J. Paul Getty Center Employees.**

Park and shuttled 1500 employees each day for the J. Paul Getty Center. Parking was at the West Los Angeles Veterans Administration.

**Contact:**

- (1) Barbara Whitney, Director, Getty Center, 1200 Getty Center, Drive. Los Angeles. Ca. 310-██████████
- (2) Barbara Powell, West Los Angeles Veterans Administration

**Parking and shuttle service for the J. Paul Getty Center Visitors.**

Park and shuttle visitors each day for the West Los Angeles Veterans Administration to the J. Paul Getty Center.

**Contact:**

- (1) Ashley Tierney, Getty Center, 1200 Getty Center Drive, Los Angeles, CA 90049 310-██████████
- (2) Barbara Powell, West Los Angeles Veterans Administration

**Marina Beach Marriott Hotel: Operate all parking operations for the hotel.**

Contact: Javier Cano, General Manager, 4100 Admiralty Way, Marina Del Rey, CA 310-██████████

**Manhattan Beach Marriott Hotel: Operate all parking operations for the hotel.**

Contact: David Chiodi, Controller, 1400 Park View Ave., Manhattan Beach, CA 310-██████████

**Raleigh Studios, Manhattan Beach: Operate parking and employee shuttle services for the studio.**

Contact: Dana Bromley, Raleigh Studios, 1600 E. Rosecrans, Manhattan Beach, CA 310-██████████

**Marriott Courtyard Long Beach. Operate parking facilities for hotel.**

Contact: Robert Thomas, General Manger, 500 First St.,  
Long Beach, CA 562-██████████

**Malibu Getty Museum. Park and shuttle visitors to the Malibu Museum**

Contact: Andrea Leonard, Getty Center, 1200 Getty Center Dr.,  
Los Angeles, CA 90049 310-██████████

**Chart House Restaurants: Valet and self parking for the Chart house  
Restaurants**

Contact: Rob Graham, Marina Del Rey Charthouse  
13950 Panay Way, Marina Del Rey, CA 90292 310-██████████

**Operate Park and Shuttle for:**

Malibu Jewish Center  
Bel Air Country Club  
Barbara Straisand Center  
TRW Space and Defense

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.

Further, we are profitably managing parking and transportation services in numerous projects. We have parked and shuttled over one million visitors in our 12 years at the Getty Museum (Malibu Villa). We have been responsible for over 5000 parking spaces at multiple properties. We currently operate multiple high level properties.

We have transported passengers more than 5 million miles in our transportation division, accident and injury free. We have provided the necessary marketing to make all of these projects succeed. We have demonstrated the ability to manage and operate multiple, large scale parking operations and transportation services. Our real estate expertise and experience, plus our experience in the Los Angeles area, give us the ability to bring all the qualities that are necessary to succeed with this contract and to offer attractive financial returns to the Department of Veterans Affairs.

We have pioneered new markets and have created successful ventures for communities as well as business owners on the Westside. Our experience and our Westside contacts give us confidence that we will meet, and exceed, the challenge of profitable utilization of parking areas and designated spaces on the grounds of the VA West Los Angeles Healthcare Center.

## EXPERIENCE WITH GOVERNMENT AGENCIES

The success of WESTSIDE SERVICES in working with government agencies has been amply demonstrated through our year and a half performance on the West Los Angeles Veterans Medical Center Grounds:

- 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 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.

<b>FEES TO USERS</b>
----------------------

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.

<b>PROJECTED USAGE</b>
------------------------

	<u>Occupancy*</u>	<u>Year</u>
<p><b>LOT (P1) 148 SPACES</b>            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><b>LOT (P3) 251 SPACES</b>            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><b>LOT (P29) 740 SPOTS</b>            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><b>ADDITIONAL PARKING/            GRASSY AREAS</b></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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<b>CONTACT INFORMATION</b>
----------------------------

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

<b>AUTHORIZED INDIVIDUALS</b>
-------------------------------

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

**Townsend, Ronald**

**From:** Townsend, Ronald  
**Sent:** Tuesday, June 01, 1999 10:39 AM  
**To:** Happy, Brian J.  
**Cc:** Fitzgerald, Beverly.; Fitzgerald, John E.; Powell, Barbara A.; Watts, Frank M; Lysaght, William.  
**Subject:** RE: Selection of Parking Management Company - VAGLAHCS

The contract will be awarded with an effective date for commencement of performance July 1, 1999. Such date would commence the guarantee portion of the revenue. Prior to my making the award, I'm trying to finalize the ESA in order to transmit it to Alan Achen for legal review prior to execution. I hope to have approval by week's end.

*Ronald L. Townsend*  
Contracting Officer  
Network Business Center  
Long Beach, California  
PH: [REDACTED]

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

**From:** Happy, Brian J.  
**Sent:** Saturday, May 29, 1999 1:50 PM  
**To:** Townsend, Ronald  
**Cc:** Fitzgerald, Beverly.; Fitzgerald, John E.; Powell, Barbara A.; Watts, Frank M; Lysaght, William.  
**Subject:** RE: Selection of Parking Management Company - VAGLAHCS

Ron, I have received the revised Cost Proposals from Five Star and Westside. I have forwarded them to John and Beverly and I have conferred with Frank Watts. We recommend you award the contract to Westside Services. When would the guaranteed payments begin?

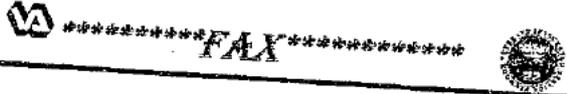
Transmission Report

Date/Time  
Local ID  
Local Name  
Company Logo

5-28-99: 9:24AM  
562 464 5828

Network Business Center

This document was confirmed.  
(reduced sample and details below)  
Document Size Letter-S



Department of Veterans Affairs  
Desert Pacific Healthcare Network  
Network Business Center  
5901 East Seventh Street, Building 14P  
Long Beach, CA 90822-5201

Date: 5/28/99  
Number of pages (incl. Cover): 9



TO: VAGLAHS - A&MID (69156)  
ATTN: BrianHappy  
Phone: (310) 266-4739  
Fax:  
Phone:  
CC:

From: Ronald L. Townsend  
Contracting Officer (SIC/CC)  
Phone:  
Fax:  
Phone:

This message is intended for the use of the person or office to whom it is addressed. If you have received this message in error, please notify the person or office to whom the message was addressed. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Please do not forward to anyone other than the named addressee. Thank you.

REMARKS:  Urgent  For Your Review  Reply ASAP  Please Comment

RF: Operation & Management of Parking - Revised Cost Proposals  
Brian, in response to the solicitation amendment issued 4/30/99, Five Star Parking (1 page) and Westside Services (7 pages) have furnished revised Cost Proposals, and I am forwarding them to you for review and recommendation. Westside Services offers the highest guarantee and shared revenue percentage, as they did originally.  
You may furnish this information to others at your site that you deem appropriate.  
Thanks. Call me at (562) 494-5815 and we can discuss.

Total Pages Scanned : 9' Total Pages Confirmed : 9'

Doc	Remote Station	Start Time	Duration	Pages	Mode	Comments	Results
1 443	913102684739	5-28-99; 9:22AM	2'08"	9 / 9	EC		CP 14400

Notes \*\*

- : Error Correct
- : Broadcast Send
- : Completed
- : Local Scan

- RE: Resend
- MP: Multi-Poll
- RM: Receive to Memory
- LP: Local Print

- PD: Polled by Remote
- PG: Polling a Remote
- DR: Document Removed
- FO: Forced Output

- MB: Receive to Mailbox
- PI: Power Interruption
- TM: Terminated by user
- WT: Waiting Transfer

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 3

2. AMENDMENT/MODIFICATION NO.  
 Amendment No. "1"

3. EFFECTIVE DATE  
 4/30/99

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY  
 Contracting Officer (NBC/CC)  
 5901 E. Seventh St., Bldg. 149  
 Long Beach, CA 90822

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

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

Five Star Parking  
 600 S. Spring St., Suite 1750  
 Los Angeles, CA 90014

9A. AMENDMENT OF SOLICITATION NO.  
 RFP 600-059-99

9B. DATE (SEE ITEM 11)  
 1/12/99

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

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

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

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

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

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

Please see Pages 2 and 3.

NOTE: Proposal revisions are required NLT 4:00PM (local time), May 21, 1999, in the office identified in Block 6 of this document.

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Joseph Lumer</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>RONALD L. TOWNSEND, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>5-18-1999</b>	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>4-30-99</b>

In lieu of STANDARD FORM 30

Page 2 of 3

Effective Date: April 30, 1999

Solicitation No. RFP600-059-99

Project: Operation and Management of Parking

Amendment No. "1"

ITEM NO. 14 CONTINUED:

With reference to Solicitation Number RFP 600-059-99 which issued January 12, 1999 for "Operation and Management of Parking" of certain areas within the VA West Los Angeles Healthcare Center, the solicitation document is amended as follows:

First, it has come to my attention that an error exists within Attachment 2 of the original document, regarding the availability of Parking Lot (P3). The availability is amended to read "Days, Nights & Weekends".

Second, a Conference Call was held on April 23, 1999 between myself and various members of the Healthcare Center's Asset Management Team. Resulting from the Call are the following changes to the Scope of Work required of the selected Operator:

1. VA will retain the sole right to seek out and develop contractual agreements relating to Film and TV Production on the grounds of the Healthcare Center. Revenue from use of such property for said filming will be under the auspices of VA and the sole responsibility of VA.
2. VA will retain the sole right to negotiate for parking in support of the Nissan Open (historically held in February each year). Such parking requires use of lots/areas throughout the Healthcare Center, thus VA will bear the sole responsibility to coordinate, develop and oversee such event, as VA has done so in the past. NOTE: During such event, all areas within the Healthcare Center are subject to VA utilization in support of such event, to include the areas defined within this Solicitation.
3. Use of grassy areas identified in this Solicitation will be restricted to vehicular parking only, short-term in nature (not exceeding 7 days)(weather permitting), and will be permitted only if Operator has exhausted all available spaces within Lots #1, #3 and #29. NOTE: VA will not entertain any proposal for any type of development of such grassy areas defined in the Solicitation.
4. VA will not permit Operator to market for or schedule any type of event that would permit or require selling to the public (other than Park & Ride services), such as Taste of LA, Taste of Brentwood, Brentwood Art Fair, Brentwood Jazz Festival, Brentwood Classic Car Show & Fair, Computer Fair & Expo, etc. Such events have historically been held on Healthcare Center property in years past and VA will retain the sole right to contract for such events in the future.

5. VA will permit automobile parking and/or storage, provided that no selling to the public is involved. VA will not permit its grounds to be utilized as a New or Used Car Lot, regardless of the revenue generated.
6. Events (such as Fruit and/or Vegetable Mart) that potentially involve serving and/or selling of food and/or foodstuff is strictly prohibited.
7. VA retains the sole right to schedule and contract for any and all types of sporting events held on the Healthcare Center property.

The above restrictions and/or clarifications are the result of a review of proposals received in response to the Solicitation for Offers. Since the Solicitation document did not specifically address such restrictions, VA determined it necessary that all offerors, whose proposals were included in the Zone of Consideration, be made aware of such restrictions. As stated within the Solicitation, VA retains prior review and approval authority for any and all potential uses of the Healthcare Center property by Operator.

By virtue of issuance of this amendment, offerors are now accorded the opportunity to revise their Proposal (most certainly the Cost/Price Proposal) to VA, since the intent of the Solicitation is to award a contract on the offer evaluated as being most advantageous for VA acceptance, considering VA's goal of generating revenue from Sharing of certain Healthcare Center property.

Please review this document thoroughly, and respond with a Proposal Revision as deemed necessary to permit the evaluation process to continue. Such revision will be due in the office identified in Block #6 of this document by 4:00PM (local time), May 21, 1999.

All solicitation requirements not noted within this document are unchanged.

(End of Amendment)

cc: 691/90  
File

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 3

2. AMENDMENT/MODIFICATION NO. Amendment No. " 1 " 3. EFFECTIVE DATE 4/30/99 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE Contracting Officer (NBC/CC) 7. ADMINISTERED BY (If other than Item 6) CODE Same

5901 E. Seventh St., Bldg. 149  
 Long Beach, CA 90822

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

Five Star Parking  
 600 S. Spring St., Suite 1750  
 Los Angeles, CA 90014

9A. AMENDMENT OF SOLICITATION NO. RFP 600-059-99

9B. DATE (SEE ITEM 11) 1/12/99

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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- D. OTHER (Specify type of modification and authority)

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

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

Please see Pages 2 and 3.

NOTE: Proposal revisions are required NLT 4:00PM (local time), May 21, 1999, in the office identified in Block 6 of this document

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY <u>Ronald L. Townsend</u> (Signature of Contracting Officer)	
		4.30.99	

In lieu of STANDARD FORM 30

Page 2 of 3  
Effective Date: April 30, 1999  
Solicitation No. RFP600-059-99  
Project: Operation and Management of Parking  
Amendment No. "1"

ITEM NO. 14 CONTINUED:

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Please review this document thoroughly, and respond with a Proposal Revision as deemed necessary to permit the evaluation process to continue. Such revision will be due in the office identified in Block #6 of this document by 4:00PM (local time), May 21, 1999.

All solicitation requirements not noted within this document are unchanged.

(End of Amendment)

cc: 691/90  
File

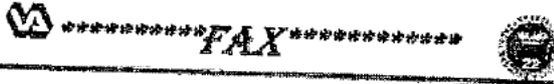
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4-30-99; 8:04AM  
582 494 5828

Network Business Center

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Department of Veterans Affairs  
Desert Pacific Healthcare Network  
Network Business Center  
5901 East Sawtooth Street, Building 140  
Long Beach, CA 90822-5201

Date:	4/30/99
Number of pages (incl. Cover):	4



TO:	Five Star Parking
ATTN:	Joe Lottary, General Manager
Phone:	
Fax:	(310) 627-8464
RFPhone:	
CC:	

From:	Ronald L. Townsend Contracting Officer (NRO/CC)
Phone:	
Text:	
RFPhone:	

This message is intended for the use of the person or office to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from public release. If you have received this communication in error, please notify the sender immediately by telephone at the above telephone number and retain the original message in its original form. Thank you.

REMARKS:  Urgent  For Your Review  Reply ASAP  Please Comment

RE: RFP600-059-99 Operation and Management of Parking  
Joe, forwarded is the solicitation amendment that we discussed. The original will be sent via Certified Mail, Return Receipt Requested.  
You will need to sign it (acknowledging receipt) and return a copy to my office.  
Call me with any questions.

Total Pages Scanned : 4 Total Pages Confirmed : 4

No.	Doc	Remote Station	Start Time	Duration	Pages	Mode	Comments	Results
1	275	912138278464	4-30-99; 8:02AM	1'32"	4 / 4	EC		CP 14400

\* Notes \*

C: Error Correct  
C: Broadcast Send  
P: Completed  
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PG: Polling a Remote  
DR: Document Removed  
FO: Forced Output

MB: Receive to Mailbox  
PI: Power Interruption  
TM: Terminated by user  
WT: Waiting Transfer

VIA FAX: MMLC



DEPARTMENT OF VETERANS AFFAIRS  
Network Business Center  
5901 East Seventh Street  
Long Beach, CA 90822-5201



April 26, 1999

Joseph Lumer, General Manager  
Five Star Parking  
600 S. Spring St., Suite 1750  
Los Angeles, CA 90014

In Reply Refer To: NBC/CC

RE: Solicitation No. RFP600-059-99, Operation and Management of Parking at the VA West Los Angeles Healthcare Center

Dear Mr. Lumer:

Your letter of April 23, 1999 requests additional evaluation information relating to the selection of Westside Services as Preferred Operator to perform the referenced potential contract services. My letter of April 23, 1999 furnished you with the overall rating of 86.5 that was accorded Westside's proposal. A more in-depth breakdown is now furnished:

- a. Experience – 25.5 of a possible 30. The proposal outlined substantial experience, including direct VA experience from prior contracts.
- b. Marketing Concept – 15 of a possible 20. The proposal set forth numerous concepts for usage and marketing, with many new to VA.
- c. Financial Stability – 6 of a possible 10. Westside's financial standing was deemed acceptable.
- d. Cost/Price – 40 of a possible 40. Westside's proposal was accorded the highest rating since it was deemed most advantageous of all received.

I trust the above adequately responds to your latest request for evaluation information. The above is as in-depth a comparison as I am permitted to furnish.

Once again, thank you for your proposal submission and your continued interest in meeting the needs of our nation's veterans.

Sincerely,

Ronald L. Townsend  
Contracting Officer

# Transmission Report

Date/Time  
Local ID  
Local Name  
Company Logo

4-26-99; 7:47AM  
562 494 5828

Network Business Center

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(reduced sample and details below)  
Document Size Letter-S



\*\*\*\*\*FAX\*\*\*\*\*



Department of Veterans Affairs  
Desert Pacific Healthcare Network  
Network Business Center  
3901 East Seventh Street, Building 149  
Long Beach, CA 90822-5201

Date: 4/26/99  
Number of pages (incl. Cover): 2



TO: The Star Parking  
Attn: Joe Lopez, General Manager  
Fax: (714) 927-8104  
Phone:

From: Ronald J. Townsend  
Contracting Officer (NBC/CC)  
Phone:  
Fax:  
MPhone:

This message is intended for the recipient specified in the address and may contain information that is private, confidential, or otherwise controlled by law. All users are hereby notified that the receipt of this message does not create any applicable policies or exceptions from disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this message in error, please notify the sender immediately by telephone at the above telephone number and make the original message to us at the above address via the United States Postal Service. Thank you.

REMARKS:  Urgent  For Your Review  Reply ASAP  Please Confirm

RE: Solicitation No. RFP00-059-98, Parking Management  
Joe, the forwarded letter is in response to your letter of April 23, 1999. Original via Mail.  
Call me with any questions.  
Thanks.

Total Pages Scanned : 2 Total Pages Confirmed : 2

No.	Doc	Remote Station	Start Time	Duration	Pages	Mode	Comments	Results
1	787	912136278464	4-26-99; 7:46AM	49"	2/ 2	EC		CP 14400

\* Notes \*\*

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PI: Power Interruption  
TM: Terminated by user  
WT: Waiting Transfer



FIVE STAR PARKING

Via Facsimile and U.S. Mail

★  
April 23, 1999

Department of Veterans Affairs  
Network Business Center  
5901 East Seventh Street  
Long Beach, CA 90822-5201  
Attn: Ronald L. Townsend  
Contracting Officer

Re: Operation and Manager of Parking (RFP 600-059-99)

Dear Mr. Townsend:

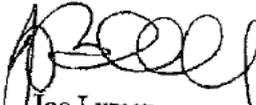
We are in receipt of your letter responding to ours of April 22, 1999. Thank you for being so prompt!

Are you permitted by Federal regulations to share with Five Star the breakdown of the proposal rating (total 86.5 points) for Westside Services' proposal?

If so, please fax us a copy of that information.

Thank you, in advance.

Sincerely,

  
Joe Lumer  
General Manager



FIVE STAR PARKING

Via Facsimile and U.S. Mail

★  
April 23, 1999

Department of Veterans Affairs  
Network Business Center  
5901 East Seventh Street  
Long Beach, CA 90822-5201  
Attn: Ronald L. Townsend  
Contracting Officer

Re: Operation and Manager of Parking (RFP 600-059-99)

Dear Mr. Townsend:

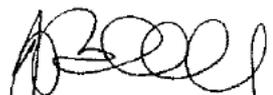
We are in receipt of your letter responding to ours of April 22, 1999. Thank you for being so prompt!

Are you permitted by Federal regulations to share with Five Star the breakdown of the proposal rating (total 86.5 points) for Westside Services' proposal?

If so, please fax us a copy of that information.

Thank you, in advance.

Sincerely,



Joe Lumer  
General Manager

FAX & MAIL



**DEPARTMENT OF VETERANS AFFAIRS  
Network Business Center  
5901 East Seventh Street  
Long Beach, CA 90822-5201**



April 23, 1999

**In Reply Refer To: NBC/CC**

Joseph Lumer, General Manager  
Five Star Parking  
600 S. Spring St., Suite 1750  
Los Angeles, CA 90014

RE: Solicitation No. RFP600-059-99, Operation and Management of Parking at the VA West Los Angeles Healthcare Center

Dear Mr. Lumer:

By my letter of April 15, 1999, you were informed that Westside Services of Beverly Hills, CA had been selected as the Preferred Operator and potential contract awardee as a result of proposal evaluations in response to the referenced Solicitation. You and I verbally discussed the evaluation process and you requested that I provide to you a more thorough debriefing, as permitted by Federal regulations, as to elements leading to the selection of Westside Services. In response to your letter of April 22, 1999, this letter is intended to provide such debriefing.

Proposals were evaluated utilizing the Evaluation Sheet (copy provided), with technical being accorded 60% and Cost/Price being accorded 40%, by an Evaluation Team consisting of three (3) employees of the VA West Los Angeles Healthcare Center, appointed by myself. Such employees are experienced in performing such evaluations, and are very familiar with the Solicitation's Scope of Work.

Your proposal was accorded a total rating of 80, devised as follows:

- a. Experience – 27 of a possible 30. The proposal outlined substantial experience, although no direct VA experience.
- b. Marketing Concept – 14 of a possible 20. The proposal outlined various concepts, although no ideas new to VA for usage were projected for marketing.
- c. Financial Stability – 9 of a possible 10. Five Star Parking was evaluated as financially stable.
- d. Cost/Price – 30 of a possible 40. Your cost proposal was not deemed as advantageous as that of Westside Services, thus the lower rating.

Page 2.

Five Star Parking

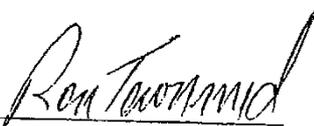
As to the rating of Westside Services, they were accorded a total rating of 86.5, their higher overall rating coming about because of their most highly rated Cost/Price proposal. At this time when VA is mandated to seek alternate revenue streams, Westside's guarantee of \$15,000 monthly "rent" to VA was most attractive. Their Cost/Price proposal also allowed, in addition to the guarantee, a share of the gross proceeds generated by Westside Services, whichever proved greater, as follows:

- a. 70% of gross revenue up to \$500,000;
- b. 65% of gross revenue from \$500,000 to \$1,000,000;
- c. 60% of gross revenue from \$1,000,000 to \$1,500,000;
- d. 55% of gross revenue from \$1,500,000 to \$2,000,000; and
- e. 50% of gross revenue above \$2,000,000.
- f. Additionally, Westside will donate 2% of their share of the generated revenue to the Mental Health fund at the VA West Los Angeles Healthcare Center.

I trust the above lends credibility to my decision to select Westside Services as the Preferred Operator. I am not permitted to perform a point-by-point comparison of your offer versus any other offer, other than what was previously furnished and that furnished in this letter.

Once again, thank you for your proposal submission and your continued interest in meeting the needs of our nation's veterans.

Sincerely,



Ronald L. Townsend  
Contracting Officer

Attachment

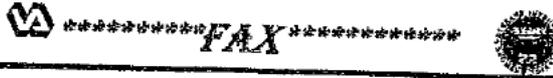
# Transmission Report

Date/Time  
Local ID  
Local Name  
Company Logo

4-23-99; 7:28AM  
562 494 5928

Network Business Center

This document was confirmed.  
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Document Size Letter-S



Department of Veterans Affairs  
Desert Pacific Healthcare Network  
Network Business Center  
3901 Base Seventh Street, Building 149  
Long Beach, CA 90822-5291

Date: 4/23/99  
Number of pages (incl. cover): 9



TO: Five Star Parking  
ATTN: Joe Lammie, General Manager  
E Phone:  
FAX: (213) 627-4484  
SPhone:  
CC:

From: Ronald L. Townsend  
Contracting Officer (MRO/CC)  
Phone: [REDACTED]  
Fax:  
EPhone:

This message is intended for the use of the person or office to whom it is addressed and may contain information that is privileged, confidential, or processed by law. All others are hereby notified that the receipt of this message does not constitute a publication or distribution of the information and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this message in error, please notify us immediately by telephone at the above telephone number and return the original message to the above address via the United States Postal Service. Thank you.

REMARKS:  Urgent  For Your Review  Reply ASAP  Please Comment

RE: Solicitation No. RFP600-056-89, Parking Management  
Joe, the forwarded documents are in response to our conversation and your letter of April 22, 1999.  
Call me with any questions.  
Thanks.

Total Pages Scanned : 9 Total Pages Confirmed : 9

No.	Doc	Remote Station	Start Time	Duration	Pages	Mode	Comments	Results
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FIVE STAR PARKING

Via Facsimile and U.S. Mail

★  
April 22, 1999

Department of Veterans Affairs  
Network Business Center  
5901 East Seventh Street  
Long Beach, CA 90822-5201  
Attn: Ronald L. Townsend  
Contracting Officer

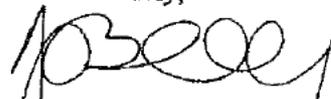
Re: Operation and Management of Parking (RFP 600-059-99)

Dear Mr. Townsend:

This will verify our conversation of earlier today wherein you agreed to send Five Star Parking a copy of as much of the above-mentioned proposal submitted by Westside Services as you legally could. We are particularly interested in your manner of evaluation of the proposals.

Thank you in advance for your cooperation.

Sincerely,



Joe Lumer  
General Manager



FIVE STAR PARKING

Via Facsimile and U.S. Mail

★  
April 22, 1999

Department of Veterans Affairs  
Network Business Center  
5901 East Seventh Street  
Long Beach, CA 90822-5201  
Attn: Ronald L. Townsend  
Contracting Officer

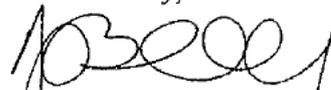
Re: Operation and Management of Parking (RFP 600-059-99)

Dear Mr. Townsend:

This will verify our conversation of earlier today wherein you agreed to send Five Star Parking a copy of as much of the above-mentioned proposal submitted by Westside Services as you legally could. We are particularly interested in your manner of evaluation of the proposals.

Thank you in advance for your cooperation.

Sincerely,



Joe Lumer  
General Manager



DEPARTMENT OF VETERANS AFFAIRS  
Network Business Center  
5901 East Seventh Street  
Long Beach, CA 90822-5201



April 15, 1999

In Reply Refer To: NBC/CC

Joseph Lumer, General Manager  
Five Star Parking  
600 S. Spring St., Suite 1750  
Los Angeles, CA 90014

RE: Solicitation No. RFP600-059-99, Operation and Management of Parking at the VA West Los Angeles Healthcare Center

Dear Mr. Lumer:

As stated in my letter dated March 23, 1999, the Government completed the initial evaluations of proposals received in response to the referenced solicitation. The letter gave you the opportunity to supplement your proposal with any additional information that you felt warranted evaluation and/or consideration, in order that we might perform final evaluations leading to the selection of a Preferred Operator. Such supplemental information was submitted by letter dated March 29, 1999 and was supplied to the Evaluation Team for consideration, as was such information supplied by other offerors. I met with the Team at 8:30AM on April 12, 1999 to jointly finalize evaluations and select the Preferred Operator.

We have selected Westside Services, Beverly Hills, CA as the Preferred Operator. Proposals were evaluated at length leading to two (2) offers being deemed within the "Zone of Consideration", Westside Services and Five Star Parking. One additional offer was received from AllCity Parking. Such offer was evaluated and a decision was made that the offer was not as advantageous to the Government, when compared to the offers of Westside Services and Five Star Parking, thus AllCity was informed of that decision and that no further consideration of their offer would be made.

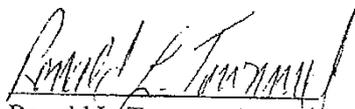
Both proposals, yours and that of Westside Services, were technically sound, with Five Star being accorded a higher evaluation from our analysis of the technical portion of the proposal. Such higher evaluation resulted from your vast experience in the subject matter. Upon merging the Cost/Price portion with the Technical portion, Westside Services was deemed to merit a higher overall evaluation, as their Cost/Price Proposal was accorded the highest evaluation of all received, primarily because of their guarantee of a minimum monthly income to VA of \$15,000, or a percentage of gross revenue, whichever is greater. At a time when VA is mandated to seek alternative revenue

2.  
Five Star Parking

streams, acceptance of the proposal of Westside Services was deemed most advantageous to VA.

We will now enter negotiations with Westside Services to draft and execute an Enhanced Use Sharing Agreement (ESA), as set forth in the solicitation. It is our plan to finalize and execute the ESA for performance to commence June 1, 1999. Should we be unsuccessful in reaching agreement with Westside Services within the allotted 30 calendar days following their notification as the Preferred Operator, the Government reserves the right to terminate negotiations with Westside Services and proceed to open negotiations with Five Star Parking that could lead to a contract award. Should such termination occur, Five Star Parking will be notified immediately.

Sincerely,

  
Ronald L. Townsend  
Contracting Officer

P 372 055 972



**Receipt for Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

Sent to	
Joseph Lumer, General Manager	
Five Star Parking	
600 S. Spring St, #1750	
Los Angeles, CA 90014	
Postage	\$
Certified Fee	)
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	)
TOTAL Postage & Fees	\$
Postmark or Date	
RFP 600-059-99	
Ron Townsend	

Form 3800, June 1991

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BUSINESS  
CENTER

29 MAR 99 AM 10:43



Via Federal Express

**FIVE STAR PARKING**

★  
March 29, 1999

Department of Veterans Affairs  
Network Business Center  
5901 East Seventh Street  
Long Beach, CA 90822-5201  
Attn: Ronald L. Townsend  
Contracting Officer

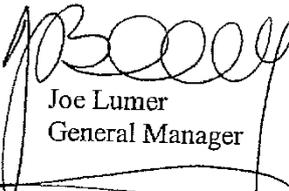
Re: Operation and Management of Parking (RFP 600-059-99)

Dear Mr. Townsend:

In response to your letter dated March 23, 1999, Five Star Parking has one piece of supplemental information to our Proposal dated February 11, 1999, which we received by mail only today. Specifically, it is a contractor performance report from the U.S. Department of Justice. The results are self-explanatory.

If there are any questions you wish to ask of us regarding our Proposal, or if you have areas of concern, we will certainly be happy to respond to you.

Sincerely,



Joe Lumer  
General Manager

Enclosure



U.S. Department of Justice

Washington, D.C. 20530

March 25, 1999

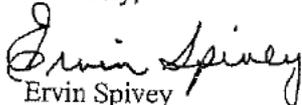
Five Star Parking  
600 S. Spring Street  
# 1750  
Los Angeles, CA 90014  
Attn: Joseph Lumer

Dear Mr. Lumer:

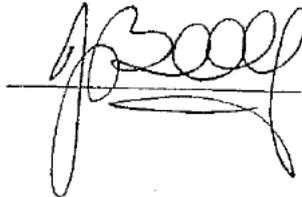
Enclosed for your records is the completed contractor past performance report for fiscal year 1998 for Department of Justice contract 5C-C-USA-0018 for parking and shuttle bus service for the United States Attorneys Office in Los Angeles, California.

After receipt of the enclosed, please sign the acknowledgment below and return this page to the undersigned.. If you have any questions concerning the enclosed, I can be reached on [REDACTED]

Sincerely,

  
Ervin Spivey  
Contracting Officer

Contractor's Acknowledgment \_\_\_\_\_



Date 3-29-99

Enclosures

# Transmission Report

Date/Time  
Local ID  
Local Name  
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4-15-99: 9:15AM  
562 494 5828

Network Business Center

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Department of Veterans Affairs  
Desert Pacific Healthcare Network  
Network Business Center  
5901 East Seventh Street, Building 149  
Long Beach, CA 90827-5267

Date:	4/15/99
Number of pages (incl. Covers):	3



TO:	Five Star Parking ATTN: Joe Lumer, General Manager
☎ Phone:	
Fax:	(714) 627-8464
☎ Phone:	
CC:	

From:	Ronald L. Yarnwood Contracting Officer (NBC/OC)
Phone:	[REDACTED]
Fax:	[REDACTED]
☎ Phone:	[REDACTED]
CC:	

This message is intended for the use of the person or office to whom this address and every credible information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this message does not imply any applicable privileges or immunities from disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by telephone at the above telephone number and request an original copy to be sent to the address above via the United States Postal Service. Thank you.

REMARKS:  Urgent  For Your Review  Reply ASAP  Please Contact

RE: Solicitation No. RFP00-059-99, Parking Management  
Mr. Lumer, forwarded is a letter which explains that Westside Services has been selected as the Preferred Operator for Parking Management at the VA West Los Angeles Healthcare Center. The original of the letter will be sent via Certified Mail, Return Receipt Requested.  
Call me with any questions.  
Thanks.

Total Pages Scanned : 3 Total Pages Confirmed : 3

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PI: Power Interruption  
TM: Terminated by user  
WT: Waiting Transfer

[ ] Final [ ] Interim Period Report: From - 10/1/97 To 9/30/98  
NOTE: CONTINUATION SETS MAY BE USED IF MORE SPACE IS REQUIRED

1. Contractor Name and Address: (Identify Division) <b>FIVE STAR PARKING</b> <b>600 S. Spring St. #1750</b> <b>Los Angeles, CA 90014</b>	2. Contract Number: <u>5C-C-USA-0018</u>
	3. Contract Value (Base Plus Options): <u>\$349,200</u>
	4. Contract Award Date: <u>9/9/94</u>
	5. Contract Completion Date: <u>9/30/99</u>

6. Type of Contract: (Check all that apply) -- Negotiated  Sealed Bid   
 Sole Source  Fixed Price  Cost Reimbursement  Other   
 Delivery Orders yes  no  Task Orders yes  no   
 6a. Subcontracts yes  no   
 Name of 1st Tier Sub \_\_\_\_\_

7. Description and Location of Requirement: Provide regular shuttle service for employees from 7A to 10am + 4pm to 7pm.

8. Ratings. Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see Attachment II for an explanation of rating scale.

	Comments	0 1 2 3 4 5
A. Quality		4
B. Cost Control		4
C. Timeliness of Performance		4
D. Business Relations		4
E. Customer Satisfaction		4

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Comments/Rating \_\_\_\_\_

Employment Dates \_\_\_\_\_

0  
1  
2  
3  
4  
5

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Comments/Rating \_\_\_\_\_

Employment Dates \_\_\_\_\_

0  
1  
2  
3  
4  
5

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Comments/Rating \_\_\_\_\_

Employment Dates \_\_\_\_\_

0  
1  
2  
3  
4  
5

AVERAGE SCORE FOR 8F ---->

9. AVG. Score: (Add the ratings of 8A-8F and divide by 6 or number of areas rated if less than 6) 4.0

10. Would you select this firm again? Please explain.

*Yes - Has Provided Good responsible Service*

11. COTR Program Officer Name  
*Barbara Croody*  
Phone/FAX/Internet Address  
*(213) 894-6777 / 894-0052*

Signature *Barbara D. Croody*  
Date *11-10-98*

11A. COTR Manager's Approval:  YES  NO  
Name \_\_\_\_\_  
Signature *[Signature]* Date *11/25/98*

12. Contractor's Review. Were comments, rebuttals, or additional information provided?  
 No  Yes. Please attach comments.

13. Contractor Name *Five Star Parking*  
Phone/FAX/Internet Address  
*(213) 627-8211*

Signature *[Signature]*  
Date *2-12-99*

14. Agency Review. Were contractor's comments reviewed at a level above the contracting officer and COTR?  No  Yes. Please attach comments of Review official(s).  
Number of pages \_\_\_\_\_

15. Final Ratings. Reassess the Block 8 ratings based on contractor's comments and agency review. Revise block 8 rating, if appropriate and indicate the new scores in areas A-F. 4.0

A. Quality 4

B. Cost Control 4

C. Timeliness 4

<p><u>4</u> Business Relations</p>	<p><u>4</u> Customer Satisfaction</p>	<p>_____</p>
<p>16. Final AVG. Score (Add the ratings of 15A-15F and divide by 6 or number of areas rated if less than 6) <u>4.0</u></p>		
<p>17. Contracting Officer Name Phone/FAX/Internet Address</p>	<p>Signature <u>Erin Sperry</u> Date <u>3/25/99</u></p>	



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

Joseph Lumer, General Manager  
Five Star Parking  
600 S. Spring St., Suite 1750  
Los Angeles, CA 90014

RE: Solicitation No. RFP600-059-99, Operation and Management of Parking at the VA West Los Angeles Healthcare Center

Dear Mr. Lumer:

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.

Please respond with any supplemental information to my attention at the above address, with your response (negative response required) 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

Control and Operation of Parking Areas – VA West Los Angeles Healthcare Center  
Solicitation No. RFP 600-059-99

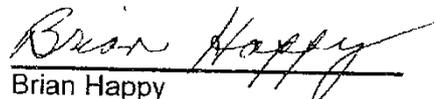
Date of Evaluation: March 11, 1999

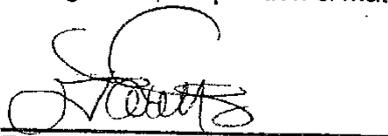
Offeror's Name: 5 Star

Total Evaluation Score: 80

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)

## 2. FIVE STAR PARKING

### 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 firm's 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

Reference Checks for:

FIVE STAR

Name of Contact:

Karry Gottlieb and Phil Patton, Supv. Contract Monitor  
Los Angeles County Beaches & Harbors  
13837 Fiji Way  
Marina del Rey, CA

1. Is the firm's management team competent?

Karry is very satisfied with 5 Star – Phil's comments:  
Minimum guarantee plus profit split April '99 contract up but  
they have given them a 2 yr. extension.

2. Did the firm increase revenue through their marketing efforts?

They have been with them 2 – 3 years - they are satisfied  
With the percentage split – this company brought them the  
best percentage deal.

No, they are not obliged to.

3. Are the firm's employees competent?

No problems employees are starting off at minimum wage,  
some language difficulties, they are competent.

Reference Checks for:

FIVE STAR

Name of Contact:

LA International Airport  
Roy Yoneda  
5930 West Century Blvd.  
Los Angeles, CA 90045  
[REDACTED]

1. Is the firm's management team competent?

On site – they operated it 5 years ago, and they are competent

2. Did the firm increase revenue through their marketing efforts?

Wouldn't put it on their marketing efforts their lots sell they have a guaranteed market

3. Are the firm's employees competent?

Cannot comment on employees but if there was a confrontation with employees and public they took care of it.

*1/2 page*

File Name: 5StarCity of LA Dept of Airports Reference





References

1. **Los Angeles International Airport**  
Client: City of Los Angeles Department of Airports  
Address: 5930 West Century Blvd.  
Los Angeles, CA 90045  
Contact: Roy Yoneda  
Phone: [REDACTED]
2. **John F. Kennedy International Airport**  
Client: Port Authority on New York and New Jersey  
Address: Building 14  
J.F.K. International Airport  
Jamaica, NY 11430  
Contact: Charles Seliga  
Phone: [REDACTED]
3. **Los Angeles County Beaches and Harbors**  
Client: Los Angeles County Department of  
Beaches and Harbors  
Address: 13837 Fiji Way  
Marina del Rey, CA 9092  
Contact: Karry Gottlieb  
Phone: [REDACTED]

*Handwritten notes:*  
1. 1/11/11  
2. 1/11/11  
3. check  
1/11/11  
ack

Reference Checks for:

FIVE STAR

Name of Contact: *Did not return my call.*

John F. Kennedy International Airport  
Charles Seliga  
Building 14  
Jamaica, NY 11430  
[REDACTED]

1. Is the firm's management team competent?
2. Did the firm increase revenue through their marketing efforts?
3. Are the firm's employees competent?

File Name: Reference 5Star JFK International Airport



**PROPOSAL**

**FOR**

**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**

**February 11, 1999**



FIVE STAR PARKING

February 11, 1999

Network Business Center  
Mail Code (NBC/CC)  
Building 149  
5901 East Seventh Street  
Long Beach, CA 90822  
Attention: Ronald L. Townsend  
Contracting Officer

Re: Request for Proposal 600-059-99

Dear Mr. Townsend,

Enclosed please find an original and five copies of Five Star Parking's Proposal for a Land Management Venture for "Control and Operation of Parking Areas" through Enhanced-Use Sharing Authority for the VA West Los Angeles Healthcare Center.

We at Five Star are both excited and confident about the opportunity to assist the Department of Veterans Affairs in the fulfillment of its goals.

Please call me at any time should you or your staff have any questions regarding our Proposal.

Sincerely,



Joe Lumer  
General Manager and Principal



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**PART I**

**TECHNICAL PROPOSAL**



**SECTION ONE**  
**PAST EXPERIENCE**



**Firm Information**

The following firm is submitting a proposal in response to RFP 600-059-99:

Five Star Parking  
600 South Spring Street, Suite 1750  
Los Angeles, CA 90014  
[REDACTED]

The following individual is authorized to negotiate and execute agreements on behalf of Five Star Parking:

Joseph B. Lumer  
General Manager and Principal



### **Five Star Parking**

Over the past fifteen years, **Five Star Parking** has become an industry leader, responsible for more than \$120 million in annual receipts. Established in 1981, we currently employ a staff of over one thousand people and manage a full spectrum of parking venues including municipal parking facilities, convention centers, airports, off-site airport parking facilities, sports facilities, office buildings, shopping centers, hospitals, entertainment facilities, universities, museums, and special events.

**Five Star Parking** has established management procedures and revenue controls which are currently used nationwide by major parking operations. Our growth is a result of the collective strength and experience of the principals working together with managers who respond creatively to problems and challenges. This team approach has created a company unparalleled in today's parking industry.

**Five Star Parking** has provided parking services for such diverse public agencies as the County of Santa Clara, the State of California, the City and County of San Francisco, the City and County of Los Angeles, the Federal Government, the City of Bakersfield, the City of San Jose, the City of Pasadena, the City of Long Beach, the City of Santa Monica, the City and County of San Diego, the Port Authority of New York and New Jersey, and the City of Philadelphia.

**Five Star Parking** and its contingent companies operate, the Los Angeles County Municipal Courthouses and Superior Court, the Los Angeles County Beaches, the City of Santa Monica Beaches, the Los Angeles Memorial Coliseum and Sports Arena, the Hollywood Bowl, the Hollywood Palladium, the Pasadena Rose Bowl, the Long Beach Convention and Entertainment Center, the Catellus Gateway Transit Center, the Blockbuster Pavilion, the Shrine Auditorium, the Santa Clara Convention Center, the San Jose Arena, the Foothill DeAnza Community College District, the Oakland Coliseum, JFK International Airport, LaGuardia Airport, Ontario Airport and Los Angeles International Airport. We have initiated and consulted on paid parking operations at the Rose Bowl, Joe Robbie Stadium in Miami, Florida, and Stanford University Stadium. We also provide valet service and operate the parking for the Academy Awards, the American Music Awards, the Grammy Awards, the Super Bowl, World Cup Soccer and numerous Studio Premieres.

Our expansion in the highly competitive parking industry can be credited to our emphasis on personnel training, customer service, professionalism and company integrity.



**Key Personnel**

Joseph B. Lumer, General Manager and Principal of Five Star Parking will be directly responsible for all contractual and legal aspects of the Department of Veterans Affairs Contract.

Richard Ullman Jr. will be responsible for all day-to-day operational matters.

Attached please find resumes for each of these individuals.



### **Responsibilities of Manager**

Five Star Parking will provide a parking manager (please see resume for Rick Ullman Jr.) to oversee the parking operation at the Department of Veterans Affairs. The manager's responsibilities will include the following:

1. Oversee all aspects of the parking areas in order to assure the most efficient, professional and responsible service possible.
2. Supervise, plan and schedule all aspects of employee duties and insure implementation of policies.
3. Be responsible for hiring and dismissing of employees.
4. Be the liaison between Five Star and the VA in order to solve quickly and thoroughly any problems that may arise.
5. Conduct routine inspections of the parking facilities and direct any observations which require immediate action to the proper individuals.
6. Assure the timely preparation and execution of all reports, logs, deposits, and any other required communications with the VA or the public.
7. Evaluate employee performance and counsel any employees requiring improvement.
8. Manage and oversee all quality-control issues required by the contract with the Department of Veterans Affairs.

**Joseph Lumer**  
600 South Spring Street, Suite 1750  
Los Angeles, California 90014

**RESUME OF QUALIFICATIONS**

Broad executive-level experience in the parking industry. Comprehensive background in developing policies and procedures, quality and revenue control, analyzing and compiling costs of operations and materials to minimize expenditures and maximize productivity and profitability. Responsible for orderly growth of Five Star Parking and good relations with its growing list of clients.

**EXPERIENCE:**  
January 1982 - Present

**FIVE STAR PARKING**  
General Manager

Responsibilities:

- Overseeing all phases of project estimating, bids, proposals, start-up, evaluation and specification review, coordination, scheduling and contract negotiation.
- Operating facilities within budget by working closely with property managers on providing additional value added services.
- Enhancing communication and management skills of regional and local managers.
- Staying "in touch" with employees at all levels of the organization to assure that quality goals are being met.

**EDUCATION:**

University of California, Santa Barbara  
Bachelor of Arts Degree, English Literature

**ORGANIZATIONAL  
AFFILIATIONS:**

National Parking Association  
Washington, D.C.

Central City Association  
Los Angeles, California

Holocaust Memorial Museum  
Washington, D.C.

**PERSONAL  
INFORMATION:**

Sailing, bicycling, travel

Richard Ullman, Jr.  
600 South Spring Street, Suite #1750  
Los Angeles, California 90014  
[REDACTED]

**RESUME OF QUALIFICATIONS**

---

**EXPERIENCE:**

*1988 - Present*

**FIVE STAR PARKING**

Manager of Los Angeles Memorial Coliseum  
and Sports Arena Parking Facilities

Duties:

Responsible for overall management operations.

Overseeing scheduling for 200 employees, deposits,  
invoicing and all aspects of employee/customer  
relations.

Planning operational strategies to insure efficient traffic  
flow for a variety of special event parking operations.

*1987 - 1988*

**FIVE STAR PARKING**

Assistant Manager of Exposition Park Facilities

Duties:

Special Projects Manager at Worldport of Los Angeles,  
Rose Bowl Stadium, Academy Awards, Grammy  
Awards, American Music Awards, Soul Train and  
Comedy Awards.

*1979 - 1987*

**GRANT PARKING**

Part-time Cashier and Valet Supervisor

---

**EDUCATION:**

University of Southern California  
Los Angeles, CA

Bachelor of Arts Communications



**References**

**1. Los Angeles International Airport**

**Client:** City of Los Angeles Department of Airports  
**Address:** 5930 West Century Blvd.  
Los Angeles, CA 90045  
**Contact:** Roy Yoneda  
**Phone:** [REDACTED]

**2. John F. Kennedy International Airport**

**Client:** Port Authority on New York and New Jersey  
**Address:** Building 14  
J.F.K. International Airport  
Jamaica, NY 11430  
**Contact:** Charles Seliga  
**Phone:** [REDACTED]

**3. Los Angeles County Beaches and Harbors**

**Client:** Los Angeles County Department of  
Beaches and Harbors  
**Address:** 13837 Fiji Way  
Marina del Rey, CA 9092  
**Contact:** Karry Gottlieb  
**Phone:** [REDACTED]



**References** (cont'd)

**4. Los Angeles Memorial Coliseum and Sports Arena**

**Client:** Los Angeles Memorial Coliseum Commission  
**Address:** 3911 South Figueroa Street  
Los Angeles, CA 90037  
**Contact:** Margaret Farnum  
**Phone:** [REDACTED]

**5. Santa Monica Beach Parking Lots**

**Client:** City of Santa Monica  
**Address:** 1685 Main Street, Room 210  
Santa Monica, CA 90407  
**Contact:** Judith Meister  
**Phone:** [REDACTED]



**Prior Contracts**

Five Star Parking has lost no major contracts over the past five years, so the following are additional contacts that may be helpful:

**1. LaGuardia International Airport**

**Client:** Port Authority of New York and New Jersey

**Address:** Hanger 7  
Flushing, NY 11371

**Contact:** Warren Kroppel

**Phone:** [REDACTED]

**2. Long Beach Convention and Entertainment Center**

**Client:** Spectacor Management Group

**Address:** 300 East Ocean Boulevard  
Long Beach, CA 90802

**Contact:** David Gordon

**Phone:** [REDACTED]

**3. MTA Headquarters Garage, Gateway Center**

**Client:** Catellus Development Corporation

**Address:** 800 N. Alameda Street, Suite 100  
Los Angeles, CA 90012

**Contact:** Monica Brown

**Phone:** [REDACTED]



**Prior Contracts** (cont'd)

**4. Los Angeles County Courthouses**

**Client:** County of Los Angeles  
Parking Facilities Management

**Address:** 299 Hall of Administration  
500 W. Temple Street  
Los Angeles, CA 90012

**Contact:** Laura Lambertson

**Phone:** [REDACTED]

**5. California Science Center**

**Client:** State of California

**Address:** 700 State Drive  
Los Angeles, CA 90037

**Contact:** Robert Campbell

**Phone:** [REDACTED]

**6. Pasadena Rose Bowl**

**Client:** City of Pasadena

**Address:** 1001 Rose Bowl Drive  
Pasadena, CA 91103

**Contact:** Grace Reyes

**Phone:** [REDACTED]



**Prior Contracts** (cont'd)

7. **San Jose Arena**

**Client:** San Jose Arena Management Corporation  
**Address:** 525 W. Santa Clara Street  
San Jose, CA 95113  
**Contact:** Frank Jirik  
**Phone:** [REDACTED]

8. **Oakland-Alameda Coliseum and Sports Arena**

**Client:** Oakland Athletics  
**Address:** 7677 Oakport Street, 2nd Floor  
Oakland, CA 94621  
**Contact:** David Rinetti  
**Phone:** [REDACTED]

9. **Watseka Parking Structure**

**Client:** Culver City Redevelopment Agency  
**Address:** 9770 Culver Boulevard  
Culver City, CA 90232  
**Contact:** Susan Berg  
**Phone:** [REDACTED]



**Prior Contracts** (cont'd)

**10. San Diego County Hall of Justice**

**Client:** County of San Diego  
**Address:** 5555 Overland Avenue  
Building 2, Room 110  
San Diego, CA 92123  
**Contact:** Jim Kastorff  
**Phone:** [REDACTED]



### Demonstrated Ability

There is no question that Five Star Parking possesses the ability to successfully perform the requirements of this Department of Veterans Administration project. The following demonstrates this fact.

- 1) Five Star Parking has a successful ongoing contractual relationship with virtually every kind of government agency. Many years of government contracting has made us sensitive to the needs and limitations of agencies such as the VA.
- 2) Five Star Parking and its associated companies generate more than \$1,000,000 per year in contracts with major movie studios. Virtually every producer and location manager has done business with us and is comfortable with our terms and methodology. This contact will prove a valuable asset to the VA in developing potential revenues from these sources.
- 3) Five Star Parking owns or leases more than 50 shuttle busses in Southern California. This fact is critical in continuing the ability to provide quality parking and shuttle service to the Getty Museum, and so continue the productivity of Parking Lot P 29. Additionally, if special events are held in Westwood or on the grounds of the Federal Administration Building to the east, a strong shuttle service will be vital to generate additional parking revenue.
- 4) Five Star Parking operates virtually every major special events and sports venue in California, including the L. A. Memorial Coliseum and Sports Arena, the Pasadena Rose Bowl (which uses the adjacent grass areas for 80% of its parking needs), the Long Beach Convention Center, Blockbuster Pavillion, the Oakland Coliseum, the San Jose Sports Arena, the Santa Clara Convention Center, etc. We have recently been selected to be the parking operator at the new Staples Arena in Los Angeles. Such experience in handling large volumes of vehicles in very short periods of time, make Five Star Parking eminently qualified to handle special events at the VA, particularly the semi-annual golf tournaments.
- 5) Our marketing department, and their plans for the VA properties available to us (and which is described in greater detail in Section II) will be a vital link in generating new revenues over the next five years.



### Shuttle Fleet Experience

Five Star Parking has wide-ranging experience operating shuttle bus fleets in a variety of configurations.

We have provided shuttle services for the following entities:

- The Los Angeles Department of Airports
- The Music Center of Los Angeles
- The Academy Awards
- The United States Justice Department
- The Port Authority of New York and New Jersey
- Various Off-Site Park and Fly Facilities

We currently own and lease a fleet of approximately 50 shuttle buses, for which we provide trained and licensed drivers and all required maintenance services.



**Narrative Discussion of Experience with Government Agencies**

The Prior Sections of References and Prior Contracts will in themselves attest to Five Star's significant experience and involvement with Government Agencies at all levels. We encourage DVA to contact any or all of the names listed on those pages. We believe that their narrative regarding Five Star will be more revealing than anything we would present.

In addition, Five Star presently has a contractual relationship with two Federal agencies:

**1) The U. S. Department of Immigration and Naturalization Services**

Location: Golden Gateway Garage, San Francisco  
Service: Parking  
Contact: Linda Grimm  
Phone: [REDACTED]

**2) The U.S. Department of Justice**

Location: Downtown Los Angeles  
Service: Shuttles and Parking  
Contact: Barbara Croddy  
Phone: [REDACTED]

In short, no other Proposer has the experience, expertise and ability to successfully work with a public agency such as the Department of Veterans Affairs.



**SECTION TWO**  
**MARKETING CONCEPT**



### Marketing the Parking Areas

Marketing the parking areas at the VA West Los Angeles Healthcare will require a multi-leveled approach in order to achieve the full revenue-generating potential of the land.

First, it is clear that Parking Lot P 29 has the most near and mid-term potential in this respect, because of its proximity to, and relationship with, the Getty Museum. However, the facility is underutilized, and would be improved by the following:

- 1) Improved signage on Sepulveda Boulevard.
- 2) Establishment of a web-site (with directions and maps) cross-referenced to "Getty Museum Parking."
- 3) Discussing the possibility of monthly parking for Getty Museum personnel, special conferences, etc.
- 4) Networking with the various promoters of special events to let them know of Lot P 29's availability for overflow parking.

Second, to increase the use of film companies for parking and filming, Five Star will utilize its many contacts with the industry to notify them of the Healthcare Center's availability for these uses. Five Star is in the rolodex of virtually every location scout in the Southland, and knowledge of our connection with VA areas will facilitate their use. Moreover, we would add the VA West Los Angeles Healthcare Center as an "available site" to the coveted lists at the California Film Commission and the Entertainment Industry Development Corporation. Such "lists" are not merely addresses, but digital images of various areas and angles that can be used as possible parking and filming sites.

Third, we would establish an additional web-site and create a small brochure to advertise the availability of the area for special events, such as company picnics, birthday parties, school celebration, etc. The grassy area in the Rear of Building 220, near San Vicente and Wilshire, has particularly interesting possibilities for arts and crafts shows, minor outdoor exhibitions, and other events that would benefit from such proximity to the Brentwood, Westwood and Santa Monica Communities.



**Marketing the Parking Areas (cont'd)**

And Finally, we would immediately establish contacts with the Brentwood and Riviera Country Clubs to insure a smooth operational plan for their upcoming tournaments. Five Star's experience with special event/sports parking, and our annual valet parking service with the Academy Awards, the American Music Awards, the Grammys, etc., will certainly help open those doors.

Of course, other marketing projects can and probably will be implemented over the years. Our in-house marketing director, Shawna Leimer, will be taking the lead in the marketing effort.



### Proposed Fees

The fee structure for parking at the VA West Los Angeles Healthcare Center will necessarily be a composite structure that is sensitive to the market, to fluctuating needs and to negotiating leverage.

For example, the parking charge for visitors of the Getty Museum would be \$5.00 in the winter months, but could be as high as \$8.00 on summer weekends. Such rates would be in line for parking at similar institutions.

Also, some film production companies, such as Paramount or Warner Brothers have significant budgets and can pay a higher fee than will a smaller group, shooting, for example, a thirty-second video spot for MTV.

Similarly, a special event such as a company picnic cannot be expected to pay the same amount as a commercial venture putting on an outdoor trade show.

In short, Five Star Parking will work closely with the Department of Veterans Affairs to establish a fair and flexible approach to the fee structure.



### Vehicular Parking Ventures

The types of vehicular parking ventures that Five Star Parking feels would work best for the areas offered by the VA would be the following:

- Getty Museum visitors
- Getty Museum employees
- Parkers participating at VA on-site events
- Parkers participating at off-site events (i.e. in Westwood or Brentwood)
- Crew vehicles for movie production companies
- Equipment (generators, grip-trucks, catering trucks, etc.) for movie production companies
- Golf tournament parkers



**Projected Usage**

The projected usage of the available parking areas are herein annualized, and fall into the following categories:

<u>Type</u>	<u>Description</u>
1) Golf Tournament Parking	Twice per year 10,000 cars over several days, per event
2) Special Event Parking	Four times per year variable number of cars
3) Movie Production Companies	40 times per year
4) Getty Museum Visitors	30,000 cars per year



**Comparable Print Media**

Enclosed please find printed materials we have developed to market another parking venture we operate, called "WallyPark."

Although the nature of WallyPark, being an off-airport parking facility, is much different from the VA venture, it will nevertheless reflect not only Five Star Parking's ability to market a parking enterprise, but to do so successfully.

Since we began our marketing efforts there in 1995, revenues have jumped from \$3,000,000 per year to more than \$8,000,000!



**SECTION THREE**  
**FINANCIAL STATEMENTS**



**Financial Ability**

In a separate confidential envelope, you will find financial statements for Five Star Parking for fiscal years ending, 1995, 1996 and 1997.

Five Star Parking carries a \$10,000,000 liability policy, ten times the insurance coverage required by the Department of Veterans Affairs.

In the many years Five Star Parking has provided parking services for major public entities, we have never failed to meet any of our financial obligations.



## FIVE YEAR BUSINESS PLAN

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<b><u>Golf Tournament</u></b>					
Projected Annual Revenue	60,000	66,000	72,600	79,860	87,846
Less Operating Expenses	(5,000)	(5,500)	(6,050)	(6,655)	(7,321)
Net	----- 55,000	----- 60,500	----- 66,550	----- 73,205	----- 80,526
Percentage Paid To DVA	90%	90%	90%	90%	90%
Percentage Rent	----- 49,500	----- 54,450	----- 59,895	----- 65,885	----- 72,473
<b><u>Other Special Events</u></b>					
Projected Annual Revenue	40,000	44,000	48,400	53,240	58,564
Percentage Paid To DVA	60%	60%	60%	60%	60%
Percentage Rent	----- 24,000	----- 26,400	----- 29,040	----- 31,944	----- 35,138
<b><u>Movie Company</u></b>					
Projected Annual Revenue	60,000	66,000	72,600	79,860	87,846
Percentage Paid To DVA	60%	60%	60%	60%	60%
Percentage Rent	----- 36,000	----- 39,600	----- 43,560	----- 47,916	----- 52,708
<b><u>Getty Museum Parking</u></b>					
Projected Annual Revenue	150,000	165,000	181,500	199,650	219,615
Percentage Paid To DVA	60%	60%	60%	60%	60%
Percentage Rent	----- 90,000	----- 99,000	----- 108,900	----- 119,790	----- 131,769
<b><u>Total Percentage Rent</u></b>	<b>199,500</b>	<b>219,450</b>	<b>241,395</b>	<b>265,535</b>	<b>292,088</b>
<b><u>Guaranteed Minimum Rent</u></b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>



**Insurance**

Five Star Parking is in a position to provide the following insurance protection:

- |   |              |
|---|--------------|
| 1) Comprehensive General Liability Insurance:           | \$10,000,000 |
| 2) Garage Keepers Legal Liability Insurance:            | \$10,000,000 |
| 3) Workers Compensation/Employer's Liability Insurance: | \$ 1,000,000 |
| 4) Hold-up and Robbery Insurance:                       | \$ 300,000   |
| 5) Fidelity Bonding:                                    | \$ 300,000   |

All of the above limits meet or exceed the requirements of the Department of Veterans Affairs.

**FIVE STAR PARKING**  
(A California General Partnership)  
**CONSOLIDATED FINANCIAL STATEMENTS**

**October 31, 1997**

CONFIDENTIAL FINANCIAL  
INFORMATION WITHHELD FROM  
RECORD



**SECTION FOUR**  
**NARRATIVE DISCUSSION**



### Employee Recruitment

Five Star Parking has stringent hiring policies to assure that each employee is responsible and fully qualified. Recruitment itself is based on a combination of sources, including personal recommendation, newspaper advertisement and local college employment offices.

Five Star Parking is an Equal Opportunity Employer far exceeding standards in this regard. We take pride in the fact that our employees come from diverse cultural and racial backgrounds.

After an applicant has made a written application, Five Star Parking undertakes a background check to verify the applicant's history.

Additionally, each applicant is given a series of written tests to gauge his/her mathematical and language abilities. The applicant will have to score above a standard grade before he/she will be hired.

Prior to their hiring date, all employees are informed that a polygraph screening may be periodically given subject to the employment and labor laws of the State of California and the Federal Government.

Finally, each applicant is interviewed by the general manager, who makes written comments of the interview process. This is where the applicant's potential to correctly handle the public and his/her oral language skills are assessed. Once on board, Five Star Parking employees are generally found to be loyal, honest and hard working. Our history of long term employee stability in an industry plagued with constant turnover of personnel may in large part be credited to our stringent hiring policies.



### **Employee Training**

At a time coinciding with the hiring date, a new Five Star Parking employee will be given an introduction to the company and a complete description of his/her position and duties with the company.

This description will include, but not be limited to educating the new employee on the following:

1. Specific duties of the position.
2. Pay, holidays, insurance information, and labor relations.
3. Uniforms and appearance standards.
4. Expected quality of service to patrons.
5. Security and safety measures.
6. Maintenance of duty stations, i.e., keeping booth clean, broom sweeping of booth and environs.

Once introduced to the position, the employee will not only be familiarized with his/her work area but also its relation to the structure and the surrounding community. This will enable the employee to provide better assistance to parking patrons.



### Uniforms and Appearance

Employees of Five Star Parking will adhere to the following regulations regarding Uniforms and Appearance:

1. All employees will be in full uniform at all times while on duty. A full uniform includes an identification badge.
2. Uniforms will be provided by Five Star. It is the obligation of the employee to keep them clean and fresh.
3. Employees will be well-groomed and neat at all times.
4. Smoking or eating are not permitted while on duty.
5. Employees will be responsible for the cleanliness and general appearance of their immediate work areas.



### **Parking Attendants Duties and Responsibilities**

The duties and responsibilities of the parking attendants will include but not be limited to the following:

1. Collect parking charges from patrons as they enter or exit the facility.
2. Assist patrons with directions and other information.
3. Assure the safeguarding of funds and be accountable for shortages.
4. Prepare a daily shift report recording by denomination the total number of tickets collected and recording any exceptions.
5. Maintain duty stations in a clean and presentable fashion including washing booth windows and sweeping.



**Drug-Free Workplace**

The following are the rules and regulations for drug and/or alcohol use. Please read this document carefully and sign where indicated to acknowledge understanding and receipt.

You are not permitted to report to work after having participated in the illegal use of drugs or while under the influence of alcohol, and you are not permitted to possess or use such substances while you are on duty. The unlawful possession, use, dispensing, distribution or manufacture of a controlled substance on Company premises or while conducting Company business off premises is absolutely prohibited.

If you must use a prescription drug which causes adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) you should inform your supervisor that you are taking medication and you should affirm that it is being done at the advise of a physician and that the proper dosage is being taken. You are responsible for informing your supervisor of the possible side effects of the drug on your performance and how long you expect to be on the medication. If you use an "over the counter" drug which causes adverse side effects, you should follow these same guidelines.

All employees must, as a condition of employment abide by the terms of this policy. You also must report any conviction under a criminal drug statute for violations occurring on or off Company premises while conducting Company business. A report of a conviction must be made within five days after the conviction.

Five Star Parking recognizes that alcohol and drug dependency is a major health problem. We also recognize substance abuse as a potential safety and security problem. If you need help with such problems you are encouraged to seek counseling and assistance. We will do our best to assist conscientious efforts by employees seeking to resolve such problems.

I have read and understood the policy regarding drug and alcohol use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



### Employee Discipline

At the time of hiring, an employee will be issued an employment manual which lists the company rules and regulations.

Disciplinary action for any infraction of these rules and regulations may range from a written warning to immediate dismissal depending upon the type of infraction. All disciplinary action will be documented in writing and signed by both the employee involved and a member of the management team. One copy of any such "warning" is to go to the employee and one copy will be retained in his/her personnel file.

Five Star Parking does not have an acceptable level of pilferage. It is our company's policy that employee dishonesty is not tolerable and will result in immediate dismissal. Also, any evidence of the following is grounds for termination:

1. Theft or willful damage of company, or patron property.
2. Use of or being under the influence of alcohol or illegal substances while on duty.
3. Any physical or abusive verbal altercations with the parking public.
4. An accumulation of warnings (i.e., more than 3) for any rule infraction (including excessive absenteeism, tardiness, insubordination, poor attitude, inefficient job performance, or being out of uniform).

We at Five Star Parking believe that, with thorough screening of applicants, attentive job training and open lines of communication between management and personnel, the need for formal disciplinary action can be greatly reduced.



### Compensation and Benefits

Five Star Parking takes considerable pride in the fact that its workforce, whether they be attendants, cashiers or managers are long-term loyal employees. Our "turnover" rate is among the lowest in the industry, and we feel that this can be attributed to several factors:

1. Stringent hiring policies that reflect our high standards.
2. Steady advancement and participation in the growth of Five Star Parking.
3. Personal contact and direct accessibility to upper management.
4. Fair compensation and benefits.

Five Star Parking's philosophy has always been to be able to provide its employees with a salary commensurate with an employee's skills and experience, generous health and hospitalization benefits, and regular paid holidays and vacations. A satisfied employee will consistently provide the best possible service to the public.



### Public Relations and Claim Procedures

Years of experience in the parking industry have made Five Star Parking acutely aware of the special parking needs of the general public.

By being aware of the potential pitfalls, precautions can be taken which will minimize problems. Any technical problem must be immediately reported to the Parking Manager to insure an immediate solution. Our personnel will be expected to maintain a professional appearance and manner for they are the key to good public relations.

Five Star Parking knows that when providing parking services for the Department of Veterans Affairs, we are indeed representing the Federal Government itself. We therefore strive for excellence in public relations as well as parking operations. A satisfied employee with a positive attitude will go a long way toward calming a customer's frustrations and ensuring a professionally operated facility.

Naturally, problems do occasionally arise. Any customer complaints will be directed to the Manager, who will address the situation. Various incident forms will be made available to the patron whether for car damage or some other claim. Completed forms will be processed by Five Star Parking's Claims Department which will either complete processing or forward them to the insurance carrier within twenty four hours. Follow-up will include an answer in writing to the patron within a forty-eight hour time frame. Appropriate remedial measures will be taken immediately.



## Revenue Control

The overall system of revenue control consists of measures to:

- > safeguard against waste, fraud and inefficiency
- > provide accuracy and reliability in accounting and operating data
- > secure and measure compliance with established procedures
- > evaluate the efficiency of the operation

It is Five Star Parking's goal to provide the highest level of service to the parking patron while still maintaining the maximum revenue control.

Revenue control procedures specific to a parking operation are dependent upon the following four items: vehicle accountability, ticket accountability, cash accountability, and constant supervision.

### A. Vehicle Accountability

A daily record of vehicle counts and tickets issued, verified by accurate detection equipment in each entrance/exit lane with counters recording transactions, if applicable.

### B. Ticket Accountability

1. All ticket orders are made through the central office. A log is kept of tickets issued to each facility.
2. To promote the integrity of ticket accountability, there will be a periodic unannounced check of the ticket inventory by Five Star Parking's Management and/or accounting staff.



**Revenue Control** (cont'd)

3. Manager will make a regular audit of ticket inventory. The area supervisor will audit the ticket inventory at a minimum of twice per month.
4. Ticket numbers will be recorded at the start and end of every shift by every employee.
5. Signs are posted at each entrance and exit stating the daily parking rate and who to call if the customer did not receive a ticket or was incorrectly charged.
6. Loop detector/counter readings are to be recorded at the start and end of every shift, if applicable.
7. Cashiers will be required to fill out shift reports listing starting and ending number of tickets, counters and passes collected which must balance with cash receipts if applicable. In case of a discrepancy between revenues and tickets distributed, the cashier will be held directly responsible.
8. Revenue, tickets issued, fees collected, car counts and passes will be reconciled by Five Star Parking's central office.
9. Each individual lane report will be audited and attached to a daily lane report.
10. The daily lane report will be audited and attached to a daily recap sheet which encompasses all the entrances.
11. The daily recap sheet must balance with the daily deposit recap.
12. Five Star Parking's controller will prepare monthly reports.
13. The reports to the County will include present income/expenses for the month, budgeted income/expenses and any variance for that month, previous months income/expenses and prior years month and any variances.



### Revenue Control (cont'd)

Five Star Parking agrees to implement and maintain the system of internal control over accounting for parking receipts included in its proposal or as modified to meet requirements.

Five Star Parking will establish and maintain procedures for the accounting and control of parking revenue from the time of its collection by the cashiers until it is deposited at the bank.

#### C. Cash Accountability

1. As needed, the manager picks up a deposit from each cashier to ensure that no cashier ever has large amounts of cash in his/her possession.
2. The deposits are taken to Five Star Parking's on-site secured office which is equipped with a quality safe.
3. At the end of his/her assigned shift, the cashier is checked out in the on-site parking office. A daily report sheet detailing each transaction is verified and recorded on a shift report form. The cash is counted and the revenue is reconciled with lane and gate counts, and tickets collected.
4. After all pick-ups have been made and the cashiers checked out and the money deposited, the Manager verifies the report sheet by physically counting the number of cars left at the facility, if applicable.
5. For each ticket distributed, fee collected or car counted, the cashier is responsible for the corresponding amount of money or validations.
6. Deposits must balance with the cashier's lane report (i.e., number of tickets issued times the amount charged per car must equal the amount of the deposit).
7. The summary of daily deposits will be prepared and must balance with the summary of the daily recap sheet.



Revenue Control (cont'd)

8. Money will be transported daily on a varying schedule to the bank.

D. Constant Supervision

1. Manager and cashier reports, tickets, daily logs and all other documentation will be audited daily. Daily reports and daily audits will quickly reveal discrepancies or irregular transactions. Any minor problems can be rectified before they become major losses. Continual discrepancies, however minor, by any one employee are reviewed and corrective or disciplinary action taken.
2. The Regional office will conduct complete audits and surprise field audits on a regular basis. Periodic undercover surveillance of operations will be conducted to ensure maximum revenue return.
3. Special parking permits must be carefully monitored by management of Five Star Parking. Five Star Parking will communicate any violations of the system and help generate plans to avoid further occurrences.



### Revenue Loss Prevention

Five Star Parking is of the opinion that the combined experience of its partners has made it a leader in revenue control measures for a vulnerable cash industry.

Five Star Parking concentrates on eliminating all theft opportunities by careful and thorough management, constant surveillance, surprise audits, "shopping" each cashier, and a system of redundant accounting procedures that eliminates fraud from the outset.

Five Star Parking strives for banking 100% and losing NO percentage to pilferage.

Five Star Parking's ability to diminish revenue pilferage to almost nothing can be attested to by our record at the John F. Kennedy, LaGuardia and LAX airport parking facilities. In 1995, based upon almost \$100,000,000 in annual revenues, Five Star Parking cashier shortages amounted to less than one hundredth of one percent!



### Five Star Parking's Capabilities

Five Star is confident that it can provide a full array of tools to meet any parking challenge. There is almost no aspect of parking services we have not provided, including:

Design. Five Star has helped design and lay-out parking facilities for the Los Angeles Department of Transportation, the Los Angeles Community Redevelopment Agency, the Los Angeles Memorial Coliseum and Sports Arena, the Beverly Connection, the Long Beach Convention Center and many smaller facilities. We are associated with a number of design and build firms specializing in parking structures and traffic control.

Consultation. Five Star is in constant consultation with its many clients, who are assured, of full access to our many years of experience. There is never a cost for parking consultation provided to our clients. Additionally, we have been hired to consult for Stanford University, Joe Robbie Stadium, the Melvin Simon Group, Catellus Development Corporation and other groups.

Graphics. Although we do not have our own in-house graphics department, we regularly contract with the two best-known parking graphics firms in Southern California: Curcio Enterprises and Los Angeles Sign Exchange. Either one can meet virtually all graphic and signage needs.

Shuttle Service. Five Star owns and leases a fleet of more than fifty shuttle buses in the Los Angeles area. We provide transportation services to many of our clients as an adjunct to a parking contract. As an example of our ability to provide complex transportation services, we own and operate WallyPark at LAX and cater to a demanding and sophisticated clientele.

Valet Parking. Five Star Parking provides valet service for its clients when needed and regularly provides valet service for such organizations as the Academy Awards, the American Music Awards, the Grammy Awards, the Hollywood Bowl, the Hollywood Palladium and numerous studio premieres.



**LETTERS OF RECOMMENDATION**



City of Los Angeles Department of Airports  
Richard J. Riordan, Mayor

**Board of Airport Commissioners**

Theodore Stein, Jr.  
President  
Patricia Mary Schnegg  
Vice President  
Martha Brown-Hicks  
Michelle E. Park-Steel  
Warren W. Valdry  
John J. Driscoll  
Executive Director

September 13, 1995

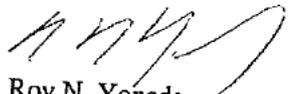
Joe Lumer  
General Manager  
Five Star International  
600 South Spring Street  
Suite 1750  
Los Angeles, CA 90014

Dear Joe:

I thought I would extend a belated "thank you" for your "hands-on" participation during Five Star International's management and operation of the public parking facilities at Los Angeles International, Ontario International and Van Nuys Airports from February 1, 1990 to August 1, 1994.

Your dedication and attention to detail over the four and one-half years your organization operated our parking facilities pointed the way to a very successful association.

Sincerely,

  
Roy N. Yoneda  
Airports Parking Manager

RNY:sth

**OFFICERS**  
MICHAEL D. ANTONOVICH  
PRESIDENT  
  
MIKE ROOS  
VICE PRESIDENT  
  
MARGARET U. FARNUM  
CHIEF ADMINISTRATIVE OFFICER



SITE OF 1932 AND 1984  
OLYMPICS ATHLETICS COMPETITION  
OPENING & CLOSING CEREMONIES



SITE OF 1984 OLYMPICS  
BOXING COMPETITION

**LOS ANGELES MEMORIAL COLISEUM COMMISSION**

COLISEUM, 3911 S. FIGUEROA ST. • [REDACTED] SPORTS ARENA, 3939 S. FIGUEROA ST. • (213) 748-6138  
LOS ANGELES, CALIFORNIA 90037-1292

July 24, 1997

STATE OF CALIFOR.  
JAMES F. DICKASON  
ROGER A. KOZBERG  
SHELDON H. SLOAN  
  
PETER W. DAUTERIVE  
ALTERNATE

COUNTY OF LOS ANG  
MICHAEL D. ANTONOVIC  
YVONNE BRATHWAITE BUI  
ZEV YAROSLAVSKY

DON KNABE  
ALTERNATE

CITY OF LOS ANGELE  
JOHN FERRARO  
MIKE ROOS  
LISA SPECHT

LEROY CHASE  
NATE HOLDEN  
ALTERNATES

To Whom It May Concern:

Five Star/Classic Parking has operated the parking lots in Exposition Park since 1987, following the Request for Proposals process. From the beginning, the willingness of the operators, particularly under the guidance of Rick Ullman (Five Star) and Cathy Tullar (Classic), to work in concert with our staff to make it a far better operation was evident.

Through their innovative ideas and working with DOT and staff, successful parking patterns have been devised, nearby parking has been increased for the security of the patrons, and parking revenues have almost tripled. The "above and beyond" efforts of Mr. Ullman assisted us in acquiring nearby property to increase the parking capacity of the complex. Five Star/Classic operates the lots very professionally with hands-on supervision by Mr. Ullman and/or Mrs. Tullar. Parking attendants are courteous, knowledgeable and helpful to the general public. Our complaints have diminished and compliments have been received. Whenever there is a parking question or problem, these two persons are always available for a mutual resolution -- this cooperative spirit makes them real team players.

After observing the parking operation of other facilities locally and throughout the country, as well as our own for over 20-years, I highly recommend Five Star/Classic for any parking operations -- an activity to which they devote incredible time, energy and expertise.

Sincerely,

  
Margaret U. Farnum  
Chief Administrative Officer

gbl



**Los Angeles Memorial Coliseum and Sports Arena**  
3939 S. FIGUEROA STREET, LOS ANGELES, CALIFORNIA 90037-1292 ( [REDACTED] ) FAX: (213) 746-9346

April 16, 1993

To Whom It May Concern:

Since 1987 when the Coliseum Commission awarded Five Star the parking contract at the Los Angeles Memorial Coliseum and Sports Arena, we have enjoyed expert, professional and courteous service under the direct supervision of Rick Ullman.

With approximately 7,200 parking spots on the grounds of these two facilities and more than two million patrons attending sports and entertainment events at the complex each year, the parking operation is certainly an extensive one requiring top-notch, hands-on attention.

I would strongly recommend Five Star Parking for any contractual appointment and would welcome direct inquiries from prospective clients. Rick Ullman and staff are the finest parking operators I have worked with in my 12 years in the sports facilities industry.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Luukko".

Peter Luukko  
SMG Southwestern Regional Vice President



July 25, 1997

To Whom It May Concern:

In 1987, Five Star Parking consulted with the City of Pasadena to develop a paid parking program at the Rose Bowl. The parking capacity at the Rose Bowl is approximately 22,000 and is unique in that the majority of the parking is on recreational turf. With the assistance and commitment of Five Star, we realized our goal of paid parking in 1988.

Five Star's participation in the paid parking program over the past ten years has been outstanding. I strongly recommend Five Star for their expert, professional and courteous operation.

Sincerely,

Grace Reyes  
Events Coordinator

Bridget Schinnerer  
Events Manager

1001 Rose Bowl Drive, Pasadena, California 91103. ( [REDACTED]



STAN WISNIEWSKI  
DIRECTOR

COUNTY OF LOS ANGELES  
DEPARTMENT OF BEACHES AND HARBORS



KERRY GOTTLIEB  
DEPUTY DIRECTOR

JUDITH KENDALL  
DEPUTY DIRECTOR

February 20, 1997

To whom it may concern:

On behalf of the County of Los Angeles Department of Beaches and Harbors, I would like to commend Five Star Parking on their responsive and professional approach to parking operations.

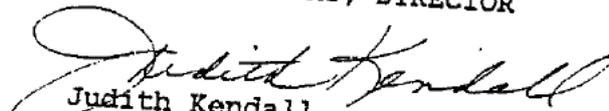
As the department's parking operator since April 1996, Five Star has been responsible for managing more than 10,000 spaces in 32 locations spread out over more than 50 miles.

In spite of such challenging conditions, Five Star has provided the County with both solid revenue returns and excellent customer service.

Needless to say, we are very pleased with Five Star Parking's performance.

Very truly yours,

STAN WISNIEWSKI, DIRECTOR

  
Judith Kendall  
Deputy Director

SW:JK:wf

FAX: (310) 821-6345

001010.088

SANTA



MONICA

Department of Community and  
Municipal Services

1685 Main Street, P.O. Box 220  
Santa Monica, CA 90407-220

February 26, 1997

To Whom It May Concern:

Five Star Parking has operated the Santa Monica Beach Parking Lots since May 1, 1995. There are fifteen beach parking lots which generate approximately \$3 million in gross revenues each year.

Five Star has worked hard to increase revenues through tight controls, staffing efficiencies, and responding to changing conditions. Management staff performs in a professional and responsive manner; parking attendants are personable and courteous. The staff is flexible and ready and able to respond to the City's request for changes or additional services.

I would recommend Five Star to any organization that is seeking high quality and professional parking management services.

Sincerely,

Judith Meister  
Beach Manager



Arena • Ballrooms • Center Theater • Exhibition Halls • Terrace Theater

July 25, 1997

Tim Fennell, General Manager  
DEL MAR FAIRGROUNDS  
22nd District Agricultural Association  
2260 Jimmy Durante Blvd.  
Del Mar, CA 92014-2216

Re: Five Star Parking

Dear Mr. Fennell:

I am pleased to write this letter of recommendation on behalf of Five Star Parking who is submitting a proposal to operate your parking operations at the Del Mar Fairgrounds.

Five Star Parking has handled the parking operations at the Long Beach Convention & Entertainment Center for the past seven years, and we consider them as one of our partners who have contributed to our success and excellent reputation. We have developed a close relationship with their management team who are always onsite to oversee the operation of the facility and are prepared to respond immediately to our requests.

Our organization has always maintained high standards of customer service and cleanliness starting from the ground up, and Five Star has met those requirements. Their parking attendants are friendly, efficient, and knowledgeable about the facility, which is an asset since they are often the first people our customers greet. We have received many positive comments on the courteousness of their employees and the smooth flow of traffic during peak hours.

Without hesitation, I recommend that the Del Mar Fairgrounds consider Five Star Parking as your parking operator. If you have any questions, please call me at [REDACTED]

Sincerely,

David Gordon  
General Manager

300 E. Ocean Blvd. • Long Beach, CA 90802 • [REDACTED] FAX (310) 436-9491





# ACADEMY OF MOTION PICTURE ARTS AND SCIENCES

8949 Wilshire Boulevard • Beverly Hills, California 90211-1972 • [REDACTED]  
FAX: (310) 859-9351 or (310) 859-9619

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HARD D. ZANUCK

July 9, 1996

Mr. Richard Ullman  
Five Star Parking  
600 So. Spring Street, Ste. 1750  
Los Angeles, California 90014

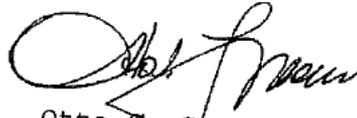
Dear Rick,

I just wanted to extend a note of appreciation for all the fine work you and the staff of Five Star Parking have done for the Academy over the years. Both at the Music Center and the Shrine Auditorium, Five Star has contributed quality valet parking services to us for fifteen years.

Your cooperation in servicing the Academy has been not only professional but pleasant.

Thanks again, Rick.

Sincerely,

  
Otto C. Spoerri  
Controller

OCS:mp



THE OAKLAND ATHLETICS BASEBALL COMPANY

May 16, 1996

Mr. Rick Ullman  
Five Star/Classic Parking  
600 South Spring Street, # 1750  
Los Angeles, CA 90014

Dear Rick:

In dealing with the various changes and barriers that I have been dealing with over the past several months, it has been a tremendous bonus for me to have you and your crew handling Oakland A's parking. The professionalism performed by your staff has greatly improved our parking operation. There has been a noticeable positive change from previous years that has been expressed both internally and by our fans- especially in the area of customer service.

I look forward to our continued working relationship.

Sincerely,

A handwritten signature in cursive script that reads "David Rinetti".

David Rinetti  
Director of Stadium Operations

Oakland-Alameda County Coliseum • Oakland, California 94621  
Administration (510) 638-4900 • Ticket Office (510) 638-0500 • Season Ticket and Group Sales Office (510) 568-5600  
Marketing / Executive FAX (510) 568-3770 Baseball FAX (510) 638-4937



Morgan Center 405 Hilgard Avenue Los Angeles, CA 90024-1639

June 27, 1996

**RE: RECOMMENDATION OF FIVE STAR PARKING SERVICES**

**TO WHOM IT MAY CONCERN:**

This is to recommend Five Star Parking for consideration in your venue. We have had the opportunity to work with this organization during our home football games at the Rose Bowl in Pasadena, CA.

We have found the staff of Five Star Parking to be very professional. Parking operations handled by Five Star are performed in an efficient and consistent manner. Five Star staff have always been readily available to address issues in a prompt fashion and have actively participated in aspects of event planning.

Perhaps the best testimony to this organization occurred during our 1995 football season. For the first time in our 14 season tenancy at the Rose Bowl, we implemented a comprehensive day of game paid parking plan. Since the Rose Bowl is a difficult venue from the standpoint of traffic and parking, we were most concerned that implementation of a paid parking plan would add to the existing problems.

Five Star Parking actively participated in the planning of the day of game operation and was responsible for execution of the plan. We received no parking complaints in our office concerning day of game paid parking during the 1995 season.

Again, it is with pleasure that we recommend Five Star Parking Services for your consideration.

Sincerely,

Mike Dowling  
Assistant Athletic Director

MD/



UNIVERSITY OF SOUTHERN CALIFORNIA  
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS • LOS ANGELES, CALIFORNIA 90089-0602 • TELEPHONE: [REDACTED]

MARKETING AND PROMOTIONS

September 4, 1991

Rick Ullman  
Five Star Parking  
650 South Spring Street  
Suite 919  
Los Angeles, CA 90014

Dear Rick:

Thank you so much for making our inaugural Kids Day at USC Football such a tremendous success.

Our carnival in Exposition Park preceding the Labor Day USC-Memphis State game was a very enjoyable event for kids of all ages. Over 5000 children came through the park during the three-hour period and the feedback we have received has been extremely positive.

I appreciate how easily our vendors were able to get in and out of the special parking area. Your staff's cooperation made the event flow very smoothly. I also appreciate the parking attendants distributing information to our fans as they parked their cars.

Due to the success of the event, we are already planning a Kids Day for the 1992 season. If you have any input for us, we would welcome it.

Again, thank you for your participation.

Cordially,

  
William G. Hardekopf  
Assistant Athletic Director



County of Los Angeles

Commendation

**LAX FIVE STAR**  
*International*

FOR YOUR OUTSTANDING CONTRIBUTION TO THE REFUGEE ASSISTANCE PROGRAM  
1994

In recognition of dedicated service  
to the affairs of the community and for the  
civic pride demonstrated by numerous  
contributions for the benefit of all the  
citizens of Los Angeles County.



*[Signature]*  
PLANT BANA



November 17, 1997

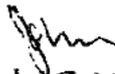
Five Star Parking  
Mr. Rick Ullman  
600 S. Spring Street, Suite 1750  
Los Angeles, CA. 90014

Dear Rick:

On behalf of the California Speedway I want to thank you for the parking services Five Star provided to us this inaugural season. Each event was exciting, uncertain, and stressful, but you and your staff came through in a most competent and professional manner.

It was a pleasure working with you and Rick Jr., as well as the many supervisors who put in so many long hours.

Sincerely,

  
John C. McGinley  
Vice President Corporate Security  
Penske Corporation

JCM/ksb



# FAX COVER SHEET

Date: April 18, 1995

TO: Rick Ullman, Jr. - Five Star Parking  
Phone: [REDACTED] FAX: 213-627-8464

Number of Pages: 3

FROM: Nick Kotos - Glen Helen Blockbuster Pavilion  
Phone: [REDACTED] FAX: 909-880-6565

REMARKS: Dear Rick

Once again, I would like to express my appreciation and thank you for the exemplary job you did for the Good Friday and the Easter Services this past weekend. You and your staff performed beyond our expectations, especially considering that these were our first events. I would appreciate it for future events if we could get a report of car counts, expenses, and revenues by 10:00 AM the following day after every event, in order that we can provide these numbers in our "Flash Reports" to our corporate offices. Additionally, I will need a copy of the insurance coverage specified in our Agreement.

I am sending you an estimated labor call for the Tom Petty Concert on April 28, 1995 for your inspection. Please review this and call me to discuss.

regards

Nick Kotos  
Director of Operations  
Glen Helen Blockbuster Pavilion

If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify us by telephone and return the original message to us at the address below via the U.S. Postal Service. Thank you.

October 21, 1994

Mr. Frank Jirik  
Executive Vice President, Building Operations  
San Jose Arena Management Corp.  
525 West Santa Clara Street  
San Jose, CA 95113

Thanks  
Nick &  
Michelle  
JJ

Dear Frank:

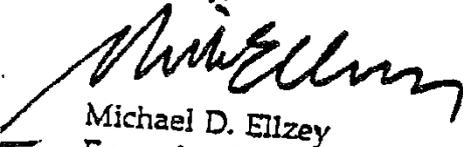
I want to take this opportunity, on behalf of the San Jose Arena Authority, to commend Five Star/Classic Parking representative Nick Carter for his outstanding contributions to the efficient management of Arena traffic, parking and pedestrian issues during the first year of Arena operations. Nick's knowledge, input and direction have been key elements to the success of these operations during the Arena's inaugural year.

Nick's efforts have had a positive impact on both Arena operations and neighborhood integrity. Nick has been quick to respond to unexpected situations that have developed during Arena events, has been proactive to ensure efficient traffic and parking management and has offered well-founded advice to improve the traffic and pedestrian flow prior to and following Arena events. The City's Arena operations team sincerely appreciates Nick's efforts.

Nick is also a valuable contributor to the Arena Authority's Community Relations Subcommittee and the Arena Events Operations Committee. His input and participation have been key components of the success of these committees' operations and, consequently, to the community's enjoyment of San Jose's downtown Arena event experience.

Please extend to Nick on my behalf, congratulations on a job well done.

Sincerely,

  
Michael D. Ellzey  
Executive Director

cc Members of the Community Relations Subcommittee  
Ed Alvarez, SJAA  
Jim Helmer, Streets & Parks  
Chris Morrissey, SJAA

CALIFORNIA MUSEUM OF SCIENCE AND INDUSTRY  
CALIFORNIA MUSEUM FOUNDATION

# Summer Symphony in the Rose Garden

September 28, 1995

Mr. Richard Ullman, Jr.  
Five Star Parking  
600 Spring Street, #1750  
Los Angeles, CA 90014

Dear Rick,

Just a note to say thanks for all of your help with our fifth annual "Summer Symphony" event on Saturday. This year's valet parking ran very smoothly and without a single complaint.

Thank you as well for working within our less-than-ideal non-profit budget. Your cooperation on this event is always very much appreciated.

As always, it was a pleasure working with you, Tony and the rest of your staff. We are looking forward to working with you again on the next big event.

Warmest regards,

Christina M. Wagman  
Director, Special Events

Ida L. Villanueva  
Special Events Coordinator

CALIFORNIA MUSEUM FOUNDATION  
700 STATE DRIVE  
LOS ANGELES, CALIFORNIA 90037  
[REDACTED] 213/744 3300



July 1991

To Whom It May Concern,

Five Star Parking has successfully provided a number of transportation related services to the Museum of Contemporary Art (MOCA) over the last three years. Services include parking for visitors at both the MOCA at California Plaza building as well as for MOCA at the Temporary Contemporary, valet parking for major museum events, and staff parking.

Recently MOCA contracted with Five Star Parking to provide shuttle service for MOCA staff parking as well as shuttle service for visitors traveling between the museum's two buildings. The new shuttle service has been an overwhelming success. Numerous MOCA visitors have used this new amenity and have commented on the positive effect it has had on their visit to MOCA. Of course much of the credit for the new service must be given to Five Star Management and staff. The sense of professionalism and enthusiasm with which Five Star approached this project was of the highest level. I am convinced that this project would not have enjoyed the same success without the talents and efforts of Five Star Parking.

Over the years Five Star parking has developed an outstanding reputation in the community. The service provided to MOCA upholds this reputation. We have found Five Star employees to be friendly and courteous and their equipment and parking lots to be well maintained and clean. The business is run in a professional manner and problems are dealt with promptly and efficiently.

Joe Lumer and his entire staff take a personal interest in the organizations they serve and it shows in the transportation services they provide. We are grateful for the commitment they have made to MOCA.

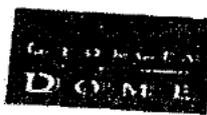
MOCA's Personnel Director and Facilities and Operations Manager coordinate transportation issues for the museum, if you should have any questions please write or call them at the address or phone number listed below.

Sincerely,

  
Richara Koshalek  
Director

RK/mw

The Museum of Contemporary Art  
The Temporary Contemporary  
250 South Grand Avenue at California Plaza  
Los Angeles, California 90012  
[REDACTED] FAX: (213) 620-8674



February 16, 1993

Mr. Nick Carter  
General Manager  
Five Star Parking/Classic Parking/JV  
693 Sutter Street Suite 400  
San Francisco, CA 94102

Dear Nick:

It was great to hear from you today, sorry to miss you at the Rose Bowl a couple weeks ago. Although I worked in traffic all week I was deployed to the (now famous) Halftime Show on gameday and didn't see one car. From what I heard though things went very well.

As you know Super Bowl XXVIII will be here at the Georgia Dome. In addition to the game the NFL Experience (which used 750,000 sq.ft. this year) will be at our sister facility, the Georgia World Congress Center. Since you're familiar with such events as this, the Sacramento Surge, Stanford University, etc. we may be interested in bringing you back to Atlanta from a few days to a week to help sort the traffic situation. Nothing definite as yet but please put a note on your calendar and we'll talk about it in more detail this spring.

Thanks for the equipment information. We're putting our "wishlist" together in the next couple weeks and it'll be nice to have some options.

Keep in touch!

Sincerely,  
*Pete Wenzel*  
Pete Wenzel

# Sacramento GOLD MINERS

14670 Cantova Way, Suite 200  
Rancho Murietta, CA. 95683  
Telephone: [REDACTED]

Fax: (916) 354-3244

February 17, 1993

Nick Carter  
Five Star/Classic Parking, Inc. Joint Venture  
693 Sutter Street, Suite 400  
San Francisco, CA 94102

Dear Nick,

I'd like to thank you and Rick Ullman and your staff for the help your companies have provided to both the World Champion Sacramento Surge Football Club and Aqua Productions over the past two years. Your input regarding traffic flow and to the stadium as well as your suggestion regarding pay points and prepaid parking were most helpful in making a difficult parking situation much easier for our patrons.

As I discussed with you and Rick, we are in the process putting together a new franchise for the Canadian Football League. We are looking forward to working with your organization again in July for both football and rock concerts this summer at Hornet Field at Sacramento State.

Please fax me any questions you may have regarding our new venture.

Sincerely,



Robert W. Herrfeldt  
Director of Operations  
fax: 916-354-3244





October 12, 1995

Richard Ullman  
 Five Star Parking  
 600 S. Spring Street, Suite 1750  
 Los Angeles, CA 90014

Dear Richard:

We would like to tell you again how much we enjoyed your efforts and generosity at the St. Petersburg Fantasy Ball Announcement Party on Sunday. The quality of your work and presentation was outstanding and greatly contributed to the success of the afternoon. Everyone with whom we have spoken since Sunday has said that this was one of the most superb events they had ever been to, due in large part to your high calibre capabilities.

Thank you so much.

With great appreciation,

*Maurice Staples*

Maurice Staples  
 General Manager

cc: Arsine Phillips

*Elizabeth Hirsch*

Elizabeth Levitt Hirsch  
 Benefit Chair

THE HONORABLE RICHARD J. RU  
 MAYOR OF THE CITY OF LOS ANGELES

THE HONORABLE ANATOLY SOB  
 MAYOR OF THE CITY OF ST. PETERSBURG

LOS ANGELES MASTER CHORAL

PAUL SALAMONOVICH  
 MUSIC DIRECTOR

BENEFIT CHAIR  
 Elizabeth Levitt Hirsch

AUCTION CHAIR  
 Elaine Griffin Robinson

PATRON CHAIR  
 Penelope C. Rober

COCHAIRS  
 Shirley Goshman  
 Tobias Polzik  
 Nathan Shapiro  
 Karole Strachinsky  
 Sandy Waxel

JUVENILE COCHAIRS  
 Jennifer Schultz  
 Andrea Troner  
 Victoria Van Aron Griffin

RUSSIAN COMMITTEE  
 Robert Dezell  
 Arkadi T. Drogomoshchenko  
 Svetlana Epikhanova  
 Andrei Kuznetsov  
 Elena Maronova  
 Mary Oboznenko  
 Tatiana Ribakomskaya  
 Alex Rogovoi  
 Katya Tsur  
 Anne Walsh  
 Vladimir Walsh

ADVISORY COMMITTEE  
 Monique Beck  
 Jennifer Diner  
 Madeline Don Sider  
 Della Duvare  
 Kathy Giannetti  
 Jane Glassman  
 Jane Haged  
 Phyllis Herman  
 Jane Jekubo  
 Marilee Karlin  
 Hilzi Krenkover  
 Susan Kube  
 Lauren Leichterova-Lovine

Ellen Levitt  
 Lynne McTinnock  
 Molly Munger  
 Miria Novec  
 Jaime Perez  
 Sandy Rivt  
 Lisa Quastman  
 Harvey Robinson  
 Susan Robinson  
 Carol Rottinger  
 Carol Stone  
 Miri Varga  
 Kim Warren

DINNER COMMITTEE  
 Barbara Berlin  
 Cynthia Bentley  
 Alita Braxton O'Brien  
 Colleen Crisp  
 Rosemarie Davis  
 Francine Di Blasi  
 Gerald Elijah  
 Meredith Gaudin  
 Sherie Gordon  
 Jerome H. Hritonen  
 Erik Luykin  
 Dana Mayber  
 Patricia Moore  
 Arsine Phillips  
 Mark Pring  
 Carol Salkow  
 Dana Schelle  
 Maurice Staples  
 Sharon Taddy  
 Lona Thorn  
 Beverly Threll  
 Carol Weintrauber  
 David Weiss

**KIMBALL  
SMALL  
PROPERTIES**

April 18, 1995

Mr. Nick Carter  
Vice President  
Five Star/Classic Parking  
440 West Julian  
Suite 230  
San Jose, CA 95113

Re: Silicon Valley Financial Center  
Parking Lot and Garage Operation

Dear Nick:

I just wanted to take the time to write you to say how pleased I am at the progress that your company is doing with managing the parking operations at our various Silicon Valley Financial Center facilities. Your local management and staff is handling the enormous, complex, (political at times) and high end service oriented task at hand in a most admirable fashion, plus your accounting information from Los Angeles has been extremely timely, and, based upon my review, very accurate.

When we spoke late last year, shortly before you took over operations on January 1st, we collectively estimated that there would be a two month acclimation period for your company, followed by a two month period of recommendations that your company would have to improve the parking services and operations at our locations, followed finally by a two month implementation period, so that we would have a complete transformation by July 1st. I was pleasantly surprised by the manner in which you were oriented within a couple of weeks and how you have organized and analyzed your recommendations two months early.

Even more impressive was how many of these items were implemented without any disruption as you identified them, but somehow you knew exactly which items I wanted to discuss before acting on them further. This is a perfect example of "doing what you're paid to do", i.e. handling matters as they arise, but bringing important issue to the attention of management for discussion. How you have gotten to know so precisely where I view this balance in such a short time is truly amazing.

I am so positive that we made the correct decision in hiring Five Star/Classic Parking. I look forward to working with you on the final step in the transformation of operations, namely, full implementation of the proposed revenue control equipment.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

KIMBALL SMALL PROPERTIES



Stephen P. Belomy  
Vice President, Development

Doc 44



**PART II**

**COST/PRICE PROPOSAL**



Cost/Price Proposal

Gross Annual Proceeds Anticipated	\$310,000.00
Monthly Guaranteed Minimum Rent or 60% of Projected Non-Golf Tournament Revenue (whichever is greater)	\$8,333.00
	\$12,500.00
Additional Rent Offered: 90% of Net Golf Tournament Revenues	\$49,500.00

The following page (Cost / Price Proposal Analysis) will delineate the various projected revenue streams for the first year of operations. We expect a 10% per year growth pattern for each of the following years. The Monthly Guaranteed Rent is subject to each of the revenue streams staying available to Five Star Parking during the term of the contract. Based on our projections, total rent paid to the Department of Veterans Affairs during the first year will be \$199,500.



## COST / PRICE PROPOSAL ANALYSIS

### Golf Tournament

Projected Annual Revenue	60,000
Less Operating Expenses	(5,000)
Net	-----
Percentage Paid To DVA	55,000
	90%
Percentage Rent	-----
	49,500

### Other Special Events

Projected Annual Revenue	40,000
Percentage Paid To DVA	60%
Percentage Rent	-----
	24,000

### Movie Company

Projected Annual Revenue	60,000
Percentage Paid To DVA	60%
Percentage Rent	-----
	36,000

### Getty Museum Parking

Projected Annual Revenue	150,000
Percentage Paid To DVA	60%
Percentage Rent	-----
	90,000

### Total Percentage Rent

199,500

### Guaranteed Minimum Rent

100,000



### Additional Benefits to DVA

Because Five Star Parking is one of the largest parking operators in the nation, and because we have more experience with government and public agency contracting than any of the other offerors, we are confident that we can provide the following additional benefits to the Department of Veterans Administration:

- Free consultation regarding all parking matters at the West Los Angeles Healthcare Center
- Striping services
- Signage services
- Layout and design of parking areas
- Additional as-needed manpower
- As-needed shuttle bus services
- Reduced parking rates at LAX for Government travel

Hopefully, over the years Five Star Parking can earn the Department's trust in these and other related matters, and can become part of the "team" that will assist the VA in the fulfillment of its mission of service to our veterans.



City of  
**Santa Monica**

Office of the City Manager  
1685 Main Street  
PO Box 2200  
Santa Monica, California 90407-2200

March 16, 1998

Joe Lumer  
Five Star Parking  
600 Spring Street  
Suite 1750  
Los Angeles, CA 90014

Dear Mr. Lumer:

Pursuant to Section 2.2 of Agreement No. 7137 (CCS) by and between the City of Santa Monica and Five Star Parking for Management Services of the Beach Parking Lots, this letter shall serve as notification by the City of Santa Monica of its intention to exercise its option to extend the Agreement for an additional two years. This extension is upon the same terms and conditions as set forth in the above Agreement. The operating expenses and the fixed monthly management fee for the extension period shall be evaluated based upon current service requirements, and shall be specified in a Modification to the Agreement, prior to the commencement of the two year option period. The term of the two year option shall commence on May 1, 1998, and shall terminate on April 30, 2000, unless terminated earlier as set forth in the Agreement.

Over the past three years the beach parking operation has run smoothly and revenues have grown steadily under Five Star Parking's management. We look forward to a continued efficient and productive operation over the next two years.

Sincerely,

John Jalili  
City Manager

cc: Barbara Stinchfield  
Judith Meister



**Five Star Parking Employee Handbook**

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## **Welcome to Five Star Parking**

We have prepared this Employee Handbook to acquaint you with the policies, procedures, and philosophy that makes Five Star Parking a leader in the parking industry. This handbook is intended to provide you with information about our company's employment practices, benefits and other general information. Please understand that this handbook only highlights our company's policies, practices and benefits for your personal education and therefore cannot be construed as a legal document. This handbook is not a contract of employment.

Circumstances obviously may occur which will require the policies, practices and benefits described in this handbook to change from time to time. The company reserves the right to amend, supplement or rescind any or all provisions of this handbook as it deems appropriate at its sole and absolute discretion.

## LETTER FROM THE GENERAL MANAGERS

We are proud of our parking and transportation services company and are hopeful that you will do your part to insure that Five Star Parking continues to be successful. Because we are genuinely concerned for our employees, their personal and professional growth and development, their security and that of their families; we will do all that we can to support you in your efforts. Nothing is more important to our success than the dedication and effort of our team members. Operating practices can be copied by our competition, but they cannot duplicate the pride, enthusiasm and commitment of our people. This is the margin of difference that gives us our competitive advantage enjoyed by no other organization in our business. To those who are newcomers, we welcome you and trust you will find your work with us stimulating and fulfilling. To those who have been with us for a period of time, we hope you are finding the challenges rewarding. At Five Star Parking, our employees are the source of our strength.

Sincerely,

---

Joseph Lumer  
Co-General Manager

---

Rick Ullman  
Co-General Manager

## **CONFIDENTIALITY STATEMENT**

As an employee of Five Star Parking you agree that all client and staff information is confidential and should not be discussed with any person(s) outside of the Company, and that copying, removing, allowing unauthorized access to Company documents, files, or mailing lists or any form of distribution of client information is not allowed. You agree that should you breach this Confidentiality Requirement, your employment with The Company will be immediately terminated.

## **REPRESENTING THE COMPANY**

When you are conducting Company business, you have a special responsibility as a representative of the Company to project the image that we want our customers to see. Your behavior is looked upon as the Company's behavior and your appearance projects the Company image. We ask that you display the highest standards of integrity and professionalism possible.

## **HIRING PRACTICES**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Five Star Parking is an equal opportunity employer. This means that as employees, your religion, age, sex, national origin, race, color, handicap, marital status, height, or weight will have nothing to do with your hiring, pay, or benefits. Employment opportunities are open to all qualified applicants solely on the basis of their experience, aptitude, and ability. In short the Company does not discriminate against anyone on any basis which is prohibited by law.

### **HARASSMENT/SEXUAL HARASSMENT**

The Company is firmly committed to maintaining a work environment in which all employees are free from sexual harassment. The Company will not tolerate sexual harassment of any employee or client by a supervisor, fellow employee(s), or by any third party individuals on the Company premises or while working at client job sites. Prohibited acts are sexually abusive jokes, sexually graphic literature, horseplay with sexual overtones, sexual advances, demands for sexual favors for advancement reasons or other acts that could be construed as harassment.

If any employee feels that he/she is a victim of any form of harassment, a written complaint must be filed with the supervisor on duty, the employee's manager, or someone designated by The Company for prompt investigation. This method will help to promptly answer and resolve any problems that may exist. It is our intent to investigate the complaint promptly and to take what ever action is deemed appropriate, up to and including discharge.

Harassment of any type will not be tolerated by any employee or third party individuals.

### **EMPLOYMENT ELIGIBILITY VERIFICATION**

The Immigration Reform Act of 1987 requires all employers to verify employment eligibility of all individuals in a form approved by the Attorney General. You will be asked to complete an I-9 (Employment Eligibility Verification Form) and to provide the required identification for the Company to complete its portion of the I-9 form. The completed form must be kept on file by the Company.

## **OUTSIDE EMPLOYMENT**

It may be possible that under certain circumstances, a full-time or regular part-time employee may hold two jobs at the same time. We must ask, however, that your responsibility to Five Star Parking as your principal employer come first. All cases will be evaluated on an individual basis and management reserves the right of final approval. The following procedures must be followed.

Any employee who is seeking an outside job must notify their supervisor for final approval in writing as to where they are working, who they are working for, when they are working at the other employer, and what job they will be performing. This must be submitted prior to accepting a second job.

## **PROBATIONARY PERIOD**

The first six (6) months of Full-Time or Part-Time employment is referred to as the Probationary Period. During this time it will be determined by Management whether the new employee has the skills and abilities needed to make an effective contribution to Five Star Parking.

Termination by Management, without notice or cause, may be made at any time during the Probationary Period.

## **ANNIVERSARY DAY**

Your Anniversary Day is the first day after completing one full year of employment. Each successive Anniversary Day is twelve (12) months from the previous Anniversary Day.

## **EMPLOYMENT STATUS AND ELIGIBILITY**

### **EMPLOYEE STATUS**

- Full Time: Employees who work at least a 40 hour week.
- Part Time: Employees who average less than 40 hours worked per week.
- Temporary: Employees who are employed for a specific period of time. Temporary employees can work any number of hours in a pay week.

### **BENEFIT ELIGIBILITY**

There is an initial waiting period of six (6) months for insurance benefits. In addition, service time requirements and employment status are applicable to other benefit areas as indicated.

## **EMPLOYEE BENEFITS**

### **VACATIONS**

Paid vacation time is granted to all Full-Time Employees each year and is intended to give you an opportunity to rest and relax away from the job. The amount of vacation time and how it is computed is as follows:

- \* Vacation time is earned at the rate of 40 hours for each year worked.
- \* A year is defined as the time between two consecutive Anniversary dates.
- \* Vacation time earned for any year is available for use at the beginning of the following year.
- \* All vacation time must be used during the year of eligibility, unless otherwise arranged.
- \* Vacation time can not be carried over from one year to the next. Vacation time must be used prior to the end of your anniversary year or it will be lost.
- \* All vacation requests involving more than one day must be submitted in advance to management for approval. Management reserves the right to approve or reject all vacation requests based on business needs.
- \* Vacation requests will be considered on a first come first served basis.
- \* Part-Time Employees are not eligible for paid vacation. Time off without pay may be granted by following the request process.

## **HOLIDAY PAY**

Five Star Parking recognizes six (6) paid holidays each year. They are as follows:

- \* New Years Day
- \* Thanksgiving
- \* July 4th
- \* Labor Day
- \* Christmas
- \* Memorial Day

All full-time employees are eligible for Holiday Pay as follows, after completing the Probationary Period:

- \* All full-time employees will receive eight (8) hours pay for each holiday while they are actively employed.
- \* Holiday pay will be paid at your current hourly rate of pay.
- \* You must work your last scheduled day before the holiday and you must work your first scheduled day after the holiday to be eligible for holiday pay.
- \* Holiday pay is not included in overtime calculations.

## **MEDICAL INSURANCE**

After completing the Probationary Period, all Full-time employees qualify for coverage in the group plans of Medical Insurance. This coverage is extended to the employee only. The specifics of the programs are communicated through the informational booklets and material provided by the Insurance Carrier. Coverage does end on the first billing following an employees termination or resignation.

## **LEAVE OF ABSENCE**

The Company may grant a leave of absence to an employee. This is time off is without pay. To request a leave of absence, you must submit in writing a request containing the following information:

- \* Name, address, date of writing the request.
- \* Starting dates, projected return date and reason for the LOA. Maximum length for a Leave of Absence is four (4) weeks.
- \* If a Leave of Absence is granted, the employee must contact the Company one (1) week prior to the end of the Leave. This to provide for the effective planning necessary for the employees return to work.

All requests will be considered and either approved or disapproved by the Company. Benefits are not accumulated during a leave of absence. In addition you will need to make arrangements for the paying of any insurance programs that you are enrolled in to prevent a lapse in coverage. Upon the termination of the Leave of Absence, the employee is eligible for reinstatement providing that a vacancy exists. Five Star Parking reserves the right to fill any position for business reasons.

## **EMPLOYEE SUGGESTION PROGRAM**

Employees who actually perform the various jobs, normally are the people who have the best ideas on how to make a job easier, more efficient, or how to save additional costs. In light of this, we encourage our employees to take an active part in helping Five Star Parking to become more efficient in the services that we provide to our clients. Our suggestion box is located in the main office, or you may submit your written suggestions to your immediate supervisor.

## **TIME AND WAGES**

### **SCHEDULING**

The normal hours of operation for employees at Five Star Parking are as follows:

\*Monday through Friday: 8:00am to 5:00pm (main office personnel only).

For on-site employees at various locations:

The normal work week begins Saturday (Midnight) with the start-up of the third shift and ends with the closing of second shift hours on the following Saturday (Midnight).

Additional information is as follows:

- \* All employees must be at their work station ready for work at the start of their shift.
- \* Additional start/stop times may be established by your supervisor.
- \* A meal period is scheduled for all employees and is one/half hour in length. Lunch periods are not paid.

### **LUNCH PERIODS**

The lunch period is one/half hour and is unpaid. You must take this time away from your immediate work area.

### **TIMEKEEPING**

All employees must record their time worked on the Company approved system. All time worked is to be recorded as follows:

- \* Use of the Time Clock serves as an employees record of time worked.

### **TIMEKEEPING (CONTINUED)**

- \* You must punch in or out, when you arrive for work, take your lunch period and leave for the day. Your supervisor must also confirm your time worked with the Company to insure that your time worked is accurate and factual. In addition you will be asked to sign your timecard at the end of each week. Please review your hours worked for accuracy.
- \* Failure to properly record each day's activities could result in missed pay for the employee.
- \* Any irregularity or falsification of time worked will be considered as a serious violation of Company rules, and may be subject to severe discipline, up to and including dismissal.
- \* You are not to punch another employee's Time Card and you are not to authorize another employee to punch you Time Card. Violation of this is considered to be a serious infraction of Company Rules.

### **OVERTIME**

Overtime is paid for any hours worked in excess of forty (40) hours in any one pay week. Overtime is paid at a rate of 1 1/2 times your base pay or average base pay rate. Benefit days or time are not included in overtime calculations.

All overtime must be approved in advance by Management.

## **ATTENDANCE AND PUNCTUALITY**

Even the most efficient worker is of less value when he/she is late or absent from work. Since we are a service organization, it is essential that all jobs be completed as quickly as possible, so that our client's needs can be quickly satisfied in the shortest possible time. The following procedures are to be followed if you are going to be absent or late:

- \* All employees are required to notify the Office as soon as possible, but no later than two hours prior to the start of their shift, if they are not going to be available for work.
- \* If you are ill, you must call in each day to advise Management that you will not be in. In the event of a prolonged illness, a statement from your doctor must be submitted indicating the nature of the illness and a prognosis of the time you will be away from work.
- \* Any absence due to illness or hospitalization, will require a statement from the doctor authorizing your return to work.
- \* Any employee absent from work two (2) days without notifying the Company will be considered to have voluntarily quit.
- \* Excessive absenteeism is defined as missing three (3) days of scheduled work in a six (6) month period, excluding valid illness related time off or previously arranged time off approved by Management.
- \* Habitual lateness will not be tolerated by the Company. Habitual lateness is defined as reporting for work late as two (2) times in any two (2) week period or as many as four (4) times in any six (6) week period.

## **PAYROLL DEDUCTIONS AND PERSONAL STATUS**

Federal Income Tax, Social Security, State and Local Income Tax will be withheld from the employee's pay check. The amount of Federal Income Tax withheld is calculated from the status and number of exemptions claimed on the employee's W-4 form. If there are any changes in status or exemptions the employee must see Management to fill out a new W-4.

Also deductions for the insurance premiums while on a leave of absence, friend of the court, etc...can be arranged. If any of the employee's personal information changes (marital status, address, phone number, etc..), the employee must inform management as soon as possible so that their employee file can be kept up to date.

### **TERMINATION OF EMPLOYMENT**

An exit interview may be conducted for Company informational purposes. An employee must return all equipment, uniforms, keys, manuals, or any other property of the Company prior to receiving his/her last paycheck. If the items are not returned, the cost of these items will be deducted from his/her final paycheck.

### **INSURANCE CONTINUANCE**

Upon termination of employment, an employee can continue his/her insurance plans at his/her own expense. Contact Management for a full explanation.

### **BINDING ARBITRATION AGREEMENT**

I also hereby agree that any dispute for any claims I may have in connection with the termination of my employment will be subject to binding arbitration pursuant to the rules of the American Arbitration Association. I further agree that I must bring any claim I may have within one month of my termination, and that the losing party in the arbitration will pay all costs associated with that arbitration.

## **STANDARDS WE LIVE BY**

As a member of the Five Star Parking staff, it is everyone's responsibility to maintain a neat, clean, orderly, and pleasant atmosphere for all employees. Following are some guidelines to help each of us do our part.

### **GOOD HOUSEKEEPING**

Whatever area you may work in, you are responsible to do your part in keeping our work and rest areas as clean, neat and organized as possible. You spend a great deal of time here, and your fellow workers expect and deserve your best efforts in this area.

### **SMOKING**

Smoking is allowed in designated areas only on your personal time. Otherwise smoking is not allowed on company premises during working hours. We do expect everyone to be considerate of other employees.

### **LANGUAGE**

Offensive language is never appropriate in the work place. You should show your fellow employees the type of consideration as you would expect to be shown.

### **TELEPHONE CALLS**

Discretion should be used in making or receiving personal phone call during business hours. Personal long distance and toll calls are the financial responsibility of the employee. Ours is a business phone so limit your calls to insure that our customers can reach us.

Also, personal incoming calls are limited to emergency calls only.

### **SOLICITATION**

Solicitation of any kind, including solicitation for subscriptions, memberships, donations or contributions by employees or non-employees is not permitted at any time in any area of the Company.

### **VISITATION**

While at work, you are not allowed to receive visitors.

### **REFERENCE CHECKS**

As a normal course of business, your past employers and other references that you supply to Five Star Parking will be contacted to verify all information that you have written on your application and provided during the interview process for accuracy. Falsification of any of this information is immediate grounds for dismissal.

### **SECURITY**

Due to the nature of our business, great care must be taken to prevent the access by person(s) not authorized to be in our facilities. Internal information about our services or information about our clients must not be duplicated, given to unauthorized person(s), or allowed to be used in any manner that places Five Star parking in a position of liability.

The removal of any equipment, supplies, or property of the Company without permission from management is not allowed and will be treated as a breach in the security of the Company. Should there be a breach in security, the Company will investigate fully. All employees are expected to cooperate fully with the investigation.

## RULES OF CONDUCT

Most of our employees never violate any Company rules or give Five Star Parking any reason to terminate their employment. Unfortunately, there are employees in any organization who from time to time must be terminated.

Obviously, it is impossible to list every single action which might cause harm to the Company, our customers or employees. Following is a list of some, but not all, of the acts that can result in termination.

*This list is provided for your information only and in no way should it be construed as the only reason for termination.*

- \* Committing or attempting to commit deliberate damage to Company property or facilities or the unauthorized use of Company property or facilities.
- \* Disorderly conduct; striking another employee or client; use of abusive language; possessing, using, buying or selling drugs or alcohol or being under the influence of alcohol or drugs while at work.
- \* Tampering with the Company time systems or falsifying time worked.
- \* Removing, sending, or furnishing to unauthorized person(s), Company records or information.
- \* Violating the "Company's" anti-discrimination or sexual harassment policy.
- \* Indulging in any type of harassment towards any other employee or client.
- \* Obtaining employment on the basis of false or misleading information; falsification of application.
- \* Allowing unauthorized person(s) access to our facilities.
- \* Possessing firearms of any type while on Company property or while on Company business.
- \* Removal of any Company property, or the property of another employee or client without prior permission from Management.

## RULES OF CONDUCT CONTINUED

- \* Insubordination: The refusal to perform all job requirements or services as outlined by the Company.
- \* Sleeping or dozing on the job.
- \* Falsification of any Company records, reports, or documents.
- \* Abuse or waste of tools, equipment, supplies, materials or products.
- \* Restricting or interfering with others in the performance of their jobs.
- \* Knowingly violating any Company, OSHA, or MIOSHA guidelines, rules or regulations governing work place safety.
- \* All employees who are required to drive shall be in possession of a valid automobile driver's license. Employees are obligated to report to management if their license is suspended for any cause. Automobiles are to be driven with care and caution. If any damage occurs while driving a customer's automobile, a supervisor should be notified immediately.
- \* While parking a customer's car, never disturb settings of auxiliary equipment including radios, decks, air conditioning, etc.. This includes the selection of a different radio station.
- \* Problems, such as disputes with customers or the public which require the assistance or direction of the supervisor, shall be reported to the Company by telephone or another suitable method at the earliest possible moment.
- \* All thefts of or damages to automobiles, contents or Company property and all injuries to persons which occur at the facility shall be reported immediately to the Company by the employee. The employee shall forthwith fill out and complete the Company's standard incident form and give this completed form to the Company's Supervisor at the first opportunity.
- \* At the time of closing the Parking Facility, all automobiles remaining on the lot shall be locked and the ignition keys shall be deposited in accordance with the specific instructions for that lot, if applicable.

## **CORRECTIVE ACTION NOTIFICATION**

Management from time to time may make use of a Corrective Action Notification to inform you of a problem that may exist.

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## **RIGHT OF APPEAL**

Any action taken against an employee may be appealed to the Manager of the Company for review. The request for a review must be submitted in writing to the Manager of the Company within thirty (30) days of the action. All pertinent information and facts about the action in question should be included, thereby allowing for a true and factual review of the action in question.

If termination of employment is involved, the termination will stand unless a final determination is made by the General Manager of Five Star Parking, that an adjustment is needed.

## **HEALTH AND SAFETY**

Five Star Parking is very concerned that our employees are working in as safe and as healthy an environment as we can provide. We, as employees, must make a conscious effort to be aware of safety and health procedures as well as hazards at all times. Our goal is to avoid accidents altogether. Following are our safety regulations that must be complied with:

- \* All injuries, no matter how slight, must be reported immediately to your supervisor.
- \* All unsafe conditions or practices must be reported immediately to your supervisor.
- \* All work areas must be kept clean and free of hazards. Safety is no accident.
- \* Horseplay and practical jokes are prohibited, as they often lead to injury.

Most accidents can be prevented. Rules themselves do not make a work place safe, rather the constant and diligent awareness of all employees is necessary to provide a safe work environment. All OSHA and MIOSHA safety requirements must be complied with. These rules are specific. In the event that you are unsure of the rules or have taken on a new responsibility, contact your supervisor for additional training.

## **REPORTING OF ACCIDENTS**

All accidents are to be reported immediately to your supervisor. This is to insure correct treatment and the proper handling of the accident situation. If you see an accident occur, be sure to remember what happened, how it happened, what chemicals were being used, and any other information that would be helpful in the treatment of the injured individual.

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK  
AND AGREEMENT TO CONDITIONS OF EMPLOYMENT.**

I have read and fully understand the rules governing my employment with Five Star Parking. I agree to employment with Five Star parking and the conditions explained. I understand these conditions can be changed by the Company, at its sole discretion without notice, at any time. I also understand and agree that my employment is for no definite period of time and may, regardless of the time and manner of payment of my wages and salary, be terminated at any time with or without cause, and with or without notice. I also agree to the Confidentiality statement of Five Star Parking. In addition, I also agree to the Binding Arbitration Agreement clause in the event I should dispute my termination of employment.

In addition, I also agree that upon the termination of my employment I will return all Company property as outlined on my last day of employment.

I have read and understand the contents of this handbook, I agree to abide by the conditions specified in this handbook and by any other rules, practices, or procedures that the Company adopts.

\_\_\_\_\_  
EMPLOYEE NAME

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESSED BY  
FIVE STAR PARKING

\_\_\_\_\_  
DATE

EMPLOYEE COPY

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK  
AND AGREEMENT TO CONDITIONS OF EMPLOYMENT**

I have read and fully understand the rules governing my employment with Five Star Parking. I agree to employment with Five Star Parking under the conditions explained. I understand these conditions can be changed by the Company, without notice, at any time. I also understand and agree that my employment is for no definite period of time and may, regardless of the time and manner of payment of my wages and salary, be terminated at any time with or without cause, and with or without notice.

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\_\_\_\_\_  
EMPLOYEE NAME

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESSED BY  
FIVE STAR PARKING

\_\_\_\_\_  
DATE

**FIVE STAR'S COPY**



DEPARTMENT OF VETERANS AFFAIRS  
Network Business Center  
5901 East Seventh Street  
Long Beach, CA 90822-5201



April 15, 1999

Ted Folkert, President  
AllCity Corporation  
517 Ocean Front Walk, Suite 11  
Venice, CA 90291

In Reply Refer To: NBC/CC

RE: Solicitation No. RFP600-059-99, Operation and Management of Parking at the VA West Los Angeles Healthcare Center

Dear Mr. Folkert:

Please be advised that the Government has finalized evaluations of proposals received in response to the referenced solicitation. We have selected Westside Services, Beverly Hills, CA as the Preferred Operator, based on their submission of the offer deemed most advantageous for Government acceptance.

We will now enter negotiations with Westside Services towards development and execution of an Enhanced Use Sharing Agreement (ESA). We plan to finalize and execute the ESA to be effective on June 1, 1999.

Thank you for your proposal submission and your continued interest in meeting the needs of our nation's veterans.

Sincerely,

Ronald L. Townsend  
Contracting Officer



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

Ted Folkert, President  
AllCity Corporation  
517 Ocean Front Walk, Suite 11  
Venice, CA 90291

RE: Solicitation No. RFP600-059-99, Operation and Management of Parking at the VA West Los Angeles Healthcare Center

Dear Mr. Folkert:

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 will not be included in the "Zone of Consideration" for potential contract award.

The evaluation revealed proposal deficiencies as follows:

- a. Key Personnel assigned to the project: Your proposal set forth the names and titles of top management for AllCity Corporation. Our solicitation required that you name the Key Personnel to be assigned to our specific project, so that we could review their qualifications, experience, etc.
- b. We do not question your ability to perform, however your proposed approach to marketing and managing our onsite resources was vague. Your proposal set forth the methodology for operation, control and marketing of the "...11<sup>th</sup> & Oak Parking Facility...", and was vague in how you intended to develop our onsite resources.
- c. Your proposal projected no proposed user fees and the projected daily, monthly and/or annual usage was not addressed.
- d. Your proposal addressed your intent to advertise (market) the proposed venture, but offered no credible marketing plan of accomplishment.

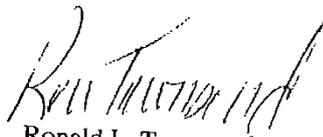
Page 2  
AllCity Corporation

- e. Your proposal set forth revenue projections from varying and estimated income sources, but offered no rationale for such projections. Thus, it can be construed that there would be no guaranteed income to VA.

The above sets forth the basis for our determination that your proposal will not be included in the "zone of consideration" for contract award. A revision of your proposal will not be permitted in order that this process remain in complete compliance with Federal procurement regulations.

We thank you for submitting the proposal and your desire to assist us in meeting the needs of our veterans.

Sincerely yours,



Ronald L. Townsend  
Contracting Officer

Control and Operation of Parking Areas – VA West Los Angeles Healthcare Center  
Solicitation No. RFP 600-059-99

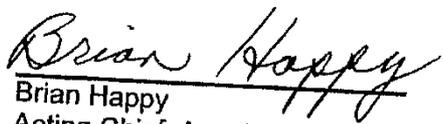
Date of Evaluation: March 11, 1999

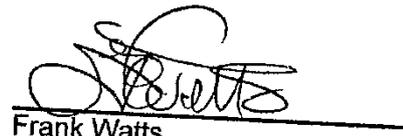
Offeror's Name: All City

Total Evaluation Score: 37

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)

3. ALL CITY PARKING:

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 firm's marketing approach was vague with no specifics. Also filming is not part of the contract.
- (2) Proposed user fees were not included in the firm's package.
- (3) The firm's projected usage of parking areas offered no specifics.
- (4) The team could find no credible marketing plan in the firm's 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		<u>20</u>
	37	

Reference Checks for:

AllCity Corp.

Name of Contact: *Did not return call.*

Tony Fernandez  
Miramar Sheraton Hotel  
Santa Monica, CA  
[REDACTED]

1. Is the firm's management team competent?
2. Did the firm increase revenue through their marketing efforts?
3. Are the firm's employees competent?

File Name: REFERENCES ALL CITY

Reference Checks for:

AllCity Corp.

Name of Contact:  
Mark Maravelas, Controller  
Avalon Corporation  
[REDACTED]

1. Is the firm's management team competent?

Excellent, very professional he gave them high praise.

2. Did the firm increase revenue through their marketing efforts?

Was not aware of their marketing efforts.

3. Are the firm's employees competent?

Mark did not specifically give comments about the employees, but since he gave them high praise I feel he was satisfied with the way the contractors did their parking.

File Name: REFERENCES ALL CITY MARK MARAVELAS

Reference Checks for:

AllCity Corp.

Name of Contact:

Roger Ainsworth, Manager of Event Services

Auditorium Plaza Garage

Kansas City, Kansas



1. Is the firm's management team competent?

Yes, the Auditorium had a good relationship with the team

2. Did the firm increase revenue through their marketing efforts?

Roger did not know of the revenues generated – AllCity  
Did put into their current operations section – "...total  
revenue collected and profit to the City within the first year  
of operation and have continued to set new records ever since.  
This garage generates more than \$1 million annually.

3. Are the firm's employees competent?

Yes.

File Name: REFERENCES ALLCITY AUDITORIUM PLAZA GARAGE

(b) CURRENT OPERATIONS:

- **Auditorium Plaza Garage** - AllCity Parking has been contracted by the City Of Kansas City to operate the APG for seven years now. This is a 1,000 space garage serving various public facilities, including the convention center, municipal auditorium, little theatre and conference center, as well as several hotels and office buildings. Through our efficient planning of traffic flow and operating procedures we broke all previous records for the number of cars parked, total revenue collected and profit to the City within the first year of operation and have continued to set new records ever since. This garage generates more than \$1 million annually.

*Call*  
*114 6/11/89*  
Reference - Roger Ainsworth, Manager of Event services - [REDACTED] *→ 1/29/91*

- **Wyandotte Garage** - AllCity Parking has operated the Wyandotte Garage for 10 years now for Kansas City Southern Industries. This garage parks 1,200 cars, grosses more than \$1 million annually and is a mixed-use facility.

Reference - Lou VanHorn, Comptroller, KCSI, [REDACTED]

- **Bank Street Garage** - AllCity Parking has operated this garage for several years. We were involved in specifications and implementation of operating procedures and revenue control systems when the garage was built. This garage parks 460 cars and grosses more than \$500,000 annually.

Reference - Diane Doran, Property Manager, [REDACTED]

- **Centennial Parking Decks** - AllCity Parking has operated this mixed use facility for more than 10 years. It is operated as a valet park operation with capacity of 450 cars and gross revenue of \$400,000 annually.

Reference - Linda Graham, Property Manager [REDACTED]

DEPARTMENT OF VETERANS AFFAIRS  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
SOLICITATION #RFP600-059-99  
OPERATION AND MANAGEMENT OF PARKING  
FEBRUARY 11, 1999  
ALLCITY CORPORATION

- **Convention Center/ Auditorium area locations** - AllCity Parking has operated various surface parking lots and parking garages around the Convention Center and Auditorium area for 25 years. Current parking capacity exceeds 3,000 spaces. This involves monitoring various event schedules, scheduling traffic control, parking and fee collection staffs to accommodate the various size events. Our well experienced crew provides very efficient coordination and control of these events. They are well equipped with radio and cellular communication and work closely with the City staff assigned to alleviate traffic problems and parking coordination during major events.

Reference - Grace & Holy Trinity Cathedral, Robin Rosconi ( [REDACTED] )

- ✓*  
*called*  
*3/9*
- **Miramar Sheraton Hotel** - AllCity Parking has provided 24 hour valet parking and parking management for 6 years for this nationally acclaimed, ocean view hotel in Santa Monica, CA. Off-site parking requirements during special events requires crews of 30 or more valets to provide efficient service. President Clinton and others stay there frequently, which requires delicate handling of traffic and parking due to security requirements.

Reference - Tony Fernandez ( [REDACTED] )

- called*  
*3/9*  
*✓*
- **Venice Beach/ Ocean Front Walk** - AllCity Corporation provides complete property management and leasing of several properties including housing, retail stores, offices, parking and outdoor vending on the Venice Boardwalk. Through efficient management and diligent promotional efforts we increased the occupancy of these properties to nearly 100% of have increased the income to the owners by more than \$100,000 in the first year of operation.

Reference - Avalon Corporation, Mark Maravelas, Controller ( [REDACTED] )

- **Sears, Roebuck & Co.** - AllCity has provided parking, traffic control and promotion of off-hour event revenue for the Sears properties in Santa Monica for several years.

Reference - David Goodman, General Manager

- **Office Buildings, Shopping Centers, Public Surface Lots, Restaurants** - AllCity Parking provides parking management for numerous office buildings, shopping centers, restaurants and public surface facilities other than those mentioned above.

**DEPARTMENT OF VETERANS AFFAIRS  
NETWORK BUSINESS CENTER  
MAIL CODE (NBC/CC)  
BUILDING 149  
5901 E. SEVENTH STREET  
LONG BEACH, CA 90822**

**PROPOSAL - RFP 600-059-99**

**FEBRUARY 11, 1999**

**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**

**SUBMITTED BY:**

**ALLCITY CORPORATION  
ALLCITY PARKING SERVICE**

CONFIDENTIAL FINANCIAL  
INFORMATION WITHHELD FROM  
RECORD

MICHAEL HOWE  
DAVID JUDY  
CATHY GOODGER

**HOWE & COMPANY**  
CERTIFIED PUBLIC ACCOUNTANTS  
A PROFESSIONAL CORPORATION  
1111 MAIN STREET, SUITE 500  
KANSAS CITY, MISSOURI 64105-2116

[REDACTED]  
FAX (816) 842-5840

All-City Parking Service, Inc.  
Kansas City, Missouri

We have compiled the accompanying consolidated balance sheets of All-City Parking Service, Inc. (an S Corporation) and subsidiary as of December 31, 1997 and 1996, and the related consolidated statements of income and retained earnings and cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying consolidated financial statements and, accordingly, do not express an opinion or any other form of assurance on them. However, we did become aware of a departure from generally accepted accounting principles that is described in the following paragraph.

Generally accepted accounting principles require that fixed assets be depreciated over their estimated useful lives. Management has informed us that the Company has computed depreciation on several fixed assets in accordance with the Modified Accelerated Cost Recovery System required for federal income tax purposes, which does not allocate depreciation to expense over the estimated useful lives of the assets. The effects of this departure from generally accepted accounting principles on financial position, results of operations, and cash flows have not been determined.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

*Howe & Company*

September 14, 1998



February 11, 1999

Mr. Ronald L. Townsend  
Contracting Officer  
Department of Veterans Affairs  
Network Business Center  
NBC/CC, Building 149  
5901 East Seventh Street  
Long Beach, CA 90822-5201

RE: Solicitation No. RFP600-059-99, Operation & Management of Parking

Dear Mr. Townsend:

Thank you for the opportunity to offer a proposal for providing parking management for the VA Greater Los Angeles Healthcare System. Thanks also for your courtesy in providing the Pre-Proposal Conference to familiarize us with the scope of the proposed project.

We take much pride in associating our company with vital and prestigious organizations such as the Department of Veterans Affairs and would be pleased to provide service for you and the many thousands of deserving veterans whom you serve.

Having operated parking facilities and managed and promoted property for thirty years now, we feel that we have the experience and integrity to provide you with maximum efficiency in utilization and management of these facilities.

As a token of our appreciation and an acknowledgement of the debt and respect that we owe our countries veterans we will gladly use available veterans exclusively for employment duties in connection with our role there.

We hope that you will find our company qualified to serve your needs and our proposal to be commensurate with the task. We will put forth a diligent effort to maximize the income for you in fulfilling your mission of service to our veterans. I am sure that we will develop a long-lasting and mutually beneficial relationship.

Sincerely,

Ted Folkert

**REAL ESTATE & TRANSPORTATION SERVICES**  
517 OCEAN FRONT WALK, SUITE 111, VENICE, CA 90291  
TEL [REDACTED] FAX (310) 664-1388

DEPARTMENT OF VETERANS AFFAIR  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
SOLICITATION #RFP600-059-99  
OPERATION AND MANAGEMENT OF PARKING  
FEBRUARY 11, 1999  
ALLCITY CORPORATION

**PART I: TECHNICAL PROPOSAL**

**(1) FIRM AND INDIVIDUALS RESPONSIBLE:**

ALLCITY CORPORATION - A Missouri corporation since 1970  
ALLCITY PARKING SERVICE  
517 Ocean Front Walk, Suite 11, Venice, CA 90291

**THEODORE FOLKERT, President & General Manager**  
Thirty years experience leasing and operating parking facilities, managing real estate and operating transportation services. B.A., Business Administration, University of Missouri at Kansas City. Has purchased, leased, designed and developed numerous parking facilities. Has consulted on garage design, traffic flow, parking layout, operating procedures and revenue control of numerous parking facilities. Licensed real estate broker, Member - California Association of Realtors.

**RICHARD FOLKERT, Vice President & Operations Manager**  
Ten years experience operating parking facilities and fifteen years in developing, leasing and managing commercial real estate. B.A., Business Administration, William Jewel College.

**DANIEL IORIO, Division Manager**  
Five years experience promoting and managing parking facilities. B.A., Marketing, University of Maryland - Parking facility acquisition and management for 5 years.

**(2) REFERENCES AND PAST EXPERIENCE:**

AllCity Parking, in our 30 years of experience, has previously provided planning and implementation of parking layout design, operating procedures and revenue control systems for many parking facilities in virtually all types of parking operations. In addition we have promoted and managed mixed use real estate projects and have operated transportation services involved in charter and shuttle operations.

**a) PREVIOUS OPERATIONS:**

- **Missouri State Fair** - AllCity contracted with the state of Missouri for several years to provide planning and implementation of traffic control, parking operations and admission gate operations during the fair each year.. Duties included planning and controlling traffic flow, parking layout, fee collection and revenue control. This required hiring and training of a staff of more than 100 temporary employees to provide efficient handling of up to 10,000 vehicles on a given day. Parking was conducted on grassy, unmarked areas.
- **American Royal Livestock & Horse Show** - AllCity Parking was contracted by the City of Kansas City to handle traffic and parking control during the American Royal Show. This involved planning and staffing for all scheduled

DEPARTMENT OF VETERANS AFFAIR  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
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FEBRUARY 11, 1999  
ALLCITY CORPORATION

events, direction of traffic flow, parking of all vehicles, fee collection and revenue control.

- **Kemper Arena** - AllCity Parking was contracted with the City of Kansas City to handle event parking at Kemper Arena. Duties included planning and implementation of traffic flow, fee collection, parking of all vehicles and revenue control.
- **Good Samaritan Hospital** - AllCity Parking handled all parking for this major medical center operation for more than 4 years. Total parking capacity is 1,800 cars and gross revenue is \$300,000 annually.
- **City of Irvine** - AllCity launched a test valet parking program for the Irvine Train Station to find solutions to alleviate a parking shortfall for commuters.

(b) **CURRENT OPERATIONS:**

- **Auditorium Plaza Garage** - AllCity Parking has been contracted by the City Of Kansas City to operate the APG for seven years now. This is a 1,000 space garage serving various public facilities, including the convention center, municipal auditorium, little theatre and conference center, as well as several hotels and office buildings. Through our efficient planning of traffic flow and operating procedures we broke all previous records for the number of cars parked, total revenue collected and profit to the City within the first year of operation and have continued to set new records ever since. This garage generates more than \$1 million annually.

Reference - Roger Ainsworth, Manager of Event services - [REDACTED]

- **Wyandotte Garage** - AllCity Parking has operated the Wyandotte Garage for 10 years now for Kansas City Southern Industries. This garage parks 1,200 cars, grosses more than \$1 million annually and is a mixed-use facility.

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- **Bank Street Garage** - AllCity Parking has operated this garage for several years. We were involved in specifications and implementation of operating procedures and revenue control systems when the garage was built. This garage parks 460 cars and grosses more than \$500,000 annually.

Reference - Diane Doran, Property Manager, [REDACTED]

- **Centennial Parking Decks** - AllCity Parking has operated this mixed use facility for more than 10 years. It is operated as a valet park operation with capacity of 450 cars and gross revenue of \$400,000 annually.

Reference - Linda Graham, Property Manager [REDACTED]

DEPARTMENT OF VETERANS AFFAIR  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
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OPERATION AND MANAGEMENT OF PARKING  
FEBRUARY 11, 1999  
ALLCITY CORPORATION

- **Convention Center/ Auditorium area locations** - AllCity Parking has operated various surface parking lots and parking garages around the Convention Center and Auditorium area for 25 years. Current parking capacity exceeds 3,000 spaces. This involves monitoring various event schedules, scheduling traffic control, parking and fee collection staffs to accommodate the various size events. Our well experienced crew provides very efficient coordination and control of these events. They are well equipped with radio and cellular communication and work closely with the City staff assigned to alleviate traffic problems and parking coordination during major events.

Reference - Grace & Holy Trinity Cathedral, Robin Rosconi [REDACTED]

- **Miramar Sheraton Hotel** - AllCity Parking has provided 24 hour valet parking and parking management for 6 years for this nationally acclaimed, ocean view hotel in Santa Monica, CA. Off-site parking requirements during special events requires crews of 30 or more valets to provide efficient service. President Clinton and others stay there frequently, which requires delicate handling of traffic and parking due to security requirements.

Reference - Tony Fernandez [REDACTED]

- **Venice Beach/ Ocean Front Walk** - AllCity Corporation provides complete property management and leasing of several properties including housing, retail stores, offices, parking and outdoor vending on the Venice Boardwalk. Through efficient management and diligent promotional efforts we increased the occupancy of these properties to nearly 100% of have increased the income to the owners by more than \$100,000 in the first year of operation.

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Reference - David Goodman, General Manager

- **Office Buildings, Shopping Centers, Public Surface Lots, Restaurants** - AllCity Parking provides parking management for numerous office buildings, shopping centers, restaurants and public surface facilities other than those mentioned above.

**(3) MARKETING PLAN:**

Our marketing plan for promoting the use of these facilities includes the following:

DEPARTMENT OF VETERANS AFFAIRS  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
SOLICITATION #RFP600-059-99  
OPERATION AND MANAGEMENT OF PARKING  
FEBRUARY 11, 1999  
ALLCITY CORPORATION

- A. **Parking/ Shuttle operations.** We believe that the parking and shuttle operation serving the Getty center can be expanded and more much more profitable for the veterans. In addition, we propose to advertise for other parking/shuttle operations for tour operators and others needing a parking site and central meeting point.
- B. **Service organization events.** There are probably many service organizations who could utilize these facilities for events to raise funds for their respective charitable operations. We plan to approach all of these organizations to inform them of these facilities.
- C. **Office building off-site parking.** We plan to contact the area office buildings in the areas surrounding the VA facilities to offer parking and/or parking/shuttle service.
- D. **Entertainment company usage.** We have a directory and mailing database of entertainment companies including filming companies and production companies. We plan to circulate literature advertising the facilities that are available for parking and/or filming. We have a great deal of experience in dealing with these companies at various other locations that we have available.
- E. **Temporary storage for auto dealerships.** We propose to circulate information to these companies to promote the use of these locations as well.

(4) **CUSTOMER SERVICE SUMMARY:**

A. **Business Philosophy and Methodology:**

AllCity Parking is a client driven and customer oriented parking operator. We structure operating methods and procedures to maximize the objectives of the property owner, which in all cases entails providing the customers of the facility with a safe and efficiently run parking facility at a competitive price. We use the most cost effective methods possible and provide ongoing review of revenue, expenses and additional income sources in order to achieve the highest level of service and maximum operating income.

In a facility such as the 11<sup>th</sup> & Oak Parking Facility the first priority would be to assure that the needs of the governmental offices are accommodated, as well as other area organizations to which initial space commitments have been made. Once these requirements have been identified and provided for then remaining spaces can be marketed to other area businesses. Ample space should be set aside in a convenient area for visitors to governmental offices in the area.

Marketing of available monthly spaces would be provided by the garage manager and company managers. This would include calling on other area businesses to offer group parking contracts, client validation programs and special event accommodations.

DEPARTMENT OF VETERANS AFFAIR  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
SOLICITATION #RFP600-059-99  
OPERATION AND MANAGEMENT OF PARKING  
FEBRUARY 11, 1999  
ALLCITY CORPORATION

Facility cleanliness will be maintained by scheduled daily hand cleaning of all garage levels for trash removal, weekly power sweeping of all floors, weekly cleaning of oil spots by hand using oil removing products and hot pressure washing of floors as needed. Lobbies, stairways, office and restroom areas would be cleaned on a daily basis.

**B. Training Techniques and Performance Standards:**

All new employees are orientated regarding company operations, philosophy, rules and regulations both orally and with written explanations and instructions. Additional training of garage managers, cashiers and maintenance personnel is accomplished almost entirely by on-the-job training. New cashiers are trained by managers and then by experienced cashiers and are accompanied by experienced personnel until fully competent.

**C. Customer Service Training:**

Customer service is of utmost importance in our business and is highly emphasized in our business philosophy as taught to our employees. Good customer service includes being pleasant, efficient, honest and helpful in handling customers. In our business, since customers are sometimes less than pleasant (because they cannot find a space or various other reasons), employees dealing with the public must be understanding of the customer's problem and retain their congeniality even if the customer is being less than pleasant. Our employees are taught that customer complaints are opportunities to learn ways to improve service or solve problems that we may be unaware of.

**D. Employee Recruiting, Hiring, Evaluation:**

Employee recruiting is accomplished through employee referrals, solicitation of impressive personnel observed at other locations, newspaper ads and various association referrals. Hiring is done by management screening of applicants, interviewing of candidates and professional background checks of those selected.

Compensation and benefits are maintained at a level commensurate with our industry and the specific role of the employee. Benefits include health insurance and paid annual vacation. Employees receive annual evaluation by management in order that compensation be maintained at a level sufficient to retain valuable employees and provide motivation.

**(5) OPERATIONS:**

**A. Cash Control Procedures:**

Cash from cashiers will be collected by the garage manager at the end of the shift along with tickets and other cash transaction forms. In cases where cash accumulates greater than one hundred dollars, scheduled cash pickups are recommended. Monthly payments will be collected by the garage manager in person or by mail. All cash and checks collected each day is stored in the location safe, if there is one, or in the company safe, if a location safe is not available. Deposits are made each morning for the prior day's collections.

DEPARTMENT OF VETERANS AFFAIRS  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
SOLICITATION #RFP600-059-99  
OPERATION AND MANAGEMENT OF PARKING  
FEBRUARY 11, 1999  
ALLCITY CORPORATION

Our internal auditing is accomplished in various ways depending upon the type of business generated and the type of revenue control system. We use several computer programs in recording ticket counts, ticket collections, monthly payments and other sources of income. These programs compute the data and indicate discrepancies such as ticket shortages, cash shortages, manual gate openings and inconsistent gate or loop counts. We also use various code number and license number inventory systems in certain operations. We do not tolerate cash shortages, ticket shortages or any variance from prescribed revenue control procedures for any location.

(6) **INSURANCE:**

Current insurance policies carry the following limits:

General Liability	2,000,000
Excess Liability	9,000,000
Personal Liability	1,000,000
Garage Keeper's Legal	1,000,000
Automobile Liability	1,000,000
Worker's Compensation	1,000,000
Errors & Omissions	1,000,000

DEPARTMENT OF VETERANS AFFAIRS  
 VA GREATER LOS ANGELES HEALTHCARE CENTER  
 SOLICITATION #RFP600-059-99  
 OPERATION AND MANAGEMENT OF PARKING  
 FEBRUARY 11, 1999  
 ALLCITY CORPORATION

**PART II: COST/ PRICE PROPOSAL**

**ESTIMATE OF REVENUE AND DVA INCOME:**

We estimate the following revenue projections and DVA income:

Income Source	Revenue	% to DVA	DVA Income
Getty Parking/Shuttle	125,000	65%	81,250.00
Other Parking/Shuttle	25,000	90%	22,500.00
Event Parking	75,000	75%	56,250.00
Filming Companies	25,000	90%	22,500.00
Temporary Storage	25,000	90%	22,500.00
<b>Total</b>	<b>275,000</b>		<b>\$205,000.00</b>

The above estimates and income percentages are based on our assumption that we would pay all payroll, operating expenses and liability insurance involved in operating the various events. We would pay a percentage of gross revenue or a percentage of net revenue after operating expenses, as the DVA prefers.

CONFIDENTIAL FINANCIAL  
INFORMATION WITHHELD FROM  
RECORD



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

Ted Folkert, President  
AllCity Corporation  
517 Ocean Front Walk, Suite 11  
Venice, CA 90291

RE: Solicitation No. RFP600-059-99, Operation and Management of Parking at the VA West Los Angeles Healthcare Center

Dear Mr. Folkert:

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 will not be included in the "Zone of Consideration" for potential contract award.

The evaluation revealed proposal deficiencies as follows:

- a. Key Personnel assigned to the project: Your proposal set forth the names and titles of top management for AllCity Corporation. Our solicitation required that you name the Key Personnel to be assigned to our specific project, so that we could review their qualifications, experience, etc.
- b. We do not question your ability to perform, however your proposed approach to marketing and managing our onsite resources was vague. Your proposal set forth the methodology for operation, control and marketing of the "... 11<sup>th</sup> & Oak Parking Facility...", and was vague in how you intended to develop our onsite resources.
- c. Your proposal projected no proposed user fees and the projected daily, monthly and/or annual usage was not addressed.
- d. Your proposal addressed your intent to advertise (market) the proposed venture, but offered no credible marketing plan of accomplishment.

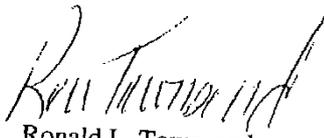
Page 2  
AllCity Corporation

- e. Your proposal set forth revenue projections from varying and estimated income sources, but offered no rationale for such projections. Thus, it can be construed that there would be no guaranteed income to VA.

The above sets forth the basis for our determination that your proposal will not be included in the "zone of consideration" for contract award. A revision of your proposal will not be permitted in order that this process remain in complete compliance with Federal procurement regulations.

We thank you for submitting the proposal and your desire to assist us in meeting the needs of our veterans.

Sincerely yours,



Ronald L. Townsend  
Contracting Officer

Control and Operation of Parking Areas – VA West Los Angeles Healthcare Center  
Solicitation No. RFP 600-059-99

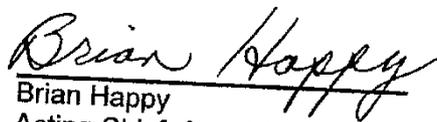
Date of Evaluation: March 11, 1999

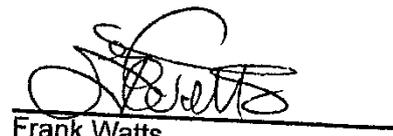
Offeror's Name: All City

Total Evaluation Score: 37

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)

3. ALL CITY PARKING:

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	<u>20</u>
	37

Reference Checks for:

AllCity Corp.

Name of Contact: *Did not return call.*

Tony Fernandez  
Miramar Sheraton Hotel  
Santa Monica, CA  
[REDACTED]

1. Is the firm's management team competent?
2. Did the firm increase revenue through their marketing efforts?
3. Are the firm's employees competent?

File Name: REFERENCES ALL CITY

Reference Checks for:

AllCity Corp.

Name of Contact:  
Mark Maravelas, Controller  
Avalon Corporation  
[REDACTED]

1. Is the firm's management team competent?

Excellent, very professional he gave them high praise.

2. Did the firm increase revenue through their marketing efforts?

Was not aware of their marketing efforts.

3. Are the firm's employees competent?

Mark did not specifically give comments about the employees, but since he gave them high praise I feel he was satisfied with the way the contractors did their parking.

File Name: REFERENCES ALL CITY MARK MARAVELAS

Reference Checks for:

AllCity Corp.

Name of Contact:

Roger Ainsworth, Manager of Event Services

Auditorium Plaza Garage

Kansas City, Kansas



1. Is the firm's management team competent?

Yes, the Auditorium had a good relationship with the team

2. Did the firm increase revenue through their marketing efforts?

Roger did not know of the revenues generated – AllCity  
Did put into their current operations section – "...total  
revenue collected and profit to the City within the first year  
of operation and have continued to set new records ever since.  
This garage generates more than \$1 million annually.

3. Are the firm's employees competent?

Yes.

File Name: REFERENCES ALLCITY AUDITORIUM PLAZA GARAGE

(b) CURRENT OPERATIONS:

- **Auditorium Plaza Garage** - AllCity Parking has been contracted by the City Of Kansas City to operate the APG for seven years now. This is a 1,000 space garage serving various public facilities, including the convention center, municipal auditorium, little theatre and conference center, as well as several hotels and office buildings. Through our efficient planning of traffic flow and operating procedures we broke all previous records for the number of cars parked, total revenue collected and profit to the City within the first year of operation and have continued to set new records ever since. This garage generates more than \$1 million annually.

*Called 1/14/11 11:59*  
Reference - Roger Ainsworth, Manager of Event services - [REDACTED]

- **Wyandotte Garage** - AllCity Parking has operated the Wyandotte Garage for 10 years now for Kansas City Southern Industries. This garage parks 1,200 cars, grosses more than \$1 million annually and is a mixed-use facility.

Reference - Lou VanHorn, Comptroller, KCSI, [REDACTED]

- **Bank Street Garage** - AllCity Parking has operated this garage for several years. We were involved in specifications and implementation of operating procedures and revenue control systems when the garage was built. This garage parks 460 cars and grosses more than \$500,000 annually.

Reference - Diane Doran, Property Manager, [REDACTED]

- **Centennial Parking Decks** - AllCity Parking has operated this mixed use facility for more than 10 years. It is operated as a valet park operation with capacity of 450 cars and gross revenue of \$400,000 annually.

Reference - Linda Graham, Property Manager [REDACTED]

DEPARTMENT OF VETERANS AFFAIRS  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
SOLICITATION #RFP600-059-99  
OPERATION AND MANAGEMENT OF PARKING  
FEBRUARY 11, 1999  
ALLCITY CORPORATION

- **Convention Center/ Auditorium area locations** - AllCity Parking has operated various surface parking lots and parking garages around the Convention Center and Auditorium area for 25 years. Current parking capacity exceeds 3,000 spaces. This involves monitoring various event schedules, scheduling traffic control, parking and fee collection staffs to accommodate the various size events. Our well experienced crew provides very efficient coordination and control of these events. They are well equipped with radio and cellular communication and work closely with the City staff assigned to alleviate traffic problems and parking coordination during major events.

Reference - Grace & Holy Trinity Cathedral, Robin Rosconi [REDACTED]

- ✓*  
*called*  
*3/9*
- **Miramar Sheraton Hotel** - AllCity Parking has provided 24 hour valet parking and parking management for 6 years for this nationally acclaimed, ocean view hotel in Santa Monica, CA. Off-site parking requirements during special events requires crews of 30 or more valets to provide efficient service. President Clinton and others stay there frequently, which requires delicate handling of traffic and parking due to security requirements.

Reference - Tony Fernandez [REDACTED]

- called*  
*3/9*  
*✓*
- **Venice Beach/ Ocean Front Walk** - AllCity Corporation provides complete property management and leasing of several properties including housing, retail stores, offices, parking and outdoor vending on the Venice Boardwalk. Through efficient management and diligent promotional efforts we increased the occupancy of these properties to nearly 100% of have increased the income to the owners by more than \$100,000 in the first year of operation.

Reference - Avalon Corporation, Mark Maravelas, Controller [REDACTED]

- **Sears, Roebuck & Co.** - AllCity has provided parking, traffic control and promotion of off-hour event revenue for the Sears properties in Santa Monica for several years.

Reference - David Goodman, General Manager

- **Office Buildings, Shopping Centers, Public Surface Lots, Restaurants** - AllCity Parking provides parking management for numerous office buildings, shopping centers, restaurants and public surface facilities other than those mentioned above.

**DEPARTMENT OF VETERANS AFFAIRS  
NETWORK BUSINESS CENTER  
MAIL CODE (NBC/CC)  
BUILDING 149  
5901 E. SEVENTH STREET  
LONG BEACH, CA 90822**



February 11, 1999

Mr. Ronald L. Townsend  
Contracting Officer  
Department of Veterans Affairs  
Network Business Center  
NBC/CC, Building 149  
5901 East Seventh Street  
Long Beach, CA 90822-5201

RE: Solicitation No. RFP600-059-99, Operation & Management of Parking

Dear Mr. Townsend:

Thank you for the opportunity to offer a proposal for providing parking management for the VA Greater Los Angeles Healthcare System. Thanks also for your courtesy in providing the Pre-Proposal Conference to familiarize us with the scope of the proposed project.

We take much pride in associating our company with vital and prestigious organizations such as the Department of Veterans Affairs and would be pleased to provide service for you and the many thousands of deserving veterans whom you serve.

Having operated parking facilities and managed and promoted property for thirty years now, we feel that we have the experience and integrity to provide you with maximum efficiency in utilization and management of these facilities.

As a token of our appreciation and an acknowledgement of the debt and respect that we owe our countries veterans we will gladly use available veterans exclusively for employment duties in connection with our role there.

We hope that you will find our company qualified to serve your needs and our proposal to be commensurate with the task. We will put forth a diligent effort to maximize the income for you in fulfilling your mission of service to our veterans. I am sure that we will develop a long-lasting and mutually beneficial relationship.

Sincerely,

Ted Folkert

**REAL ESTATE & TRANSPORTATION SERVICES**  
517 OCEAN FRONT WALK, SUITE 111, VENICE, CA 90291  
TEL. [REDACTED] FAX (310) 664-1388

DEPARTMENT OF VETERANS AFFAIR  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
SOLICITATION #RFP600-059-99  
OPERATION AND MANAGEMENT OF PARKING  
FEBRUARY 11, 1999  
ALLCITY CORPORATION

**PART I: TECHNICAL PROPOSAL**

**(1) FIRM AND INDIVIDUALS RESPONSIBLE:**

ALLCITY CORPORATION -- A Missouri corporation since 1970  
ALLCITY PARKING SERVICE  
517 Ocean Front Walk, Suite 11, Venice, CA 90291

**THEODORE FOLKERT, President & General Manager**  
Thirty years experience leasing and operating parking facilities, managing real estate and operating transportation services. B.A., Business Administration, University of Missouri at Kansas City. Has purchased, leased, designed and developed numerous parking facilities. Has consulted on garage design, traffic flow, parking layout, operating procedures and revenue control of numerous parking facilities. Licensed real estate broker, Member - California Association of Realtors.

**RICHARD FOLKERT, Vice President & Operations Manager**  
Ten years experience operating parking facilities and fifteen years in developing, leasing and managing commercial real estate. B.A., Business Administration, William Jewel College.

**DANIEL IORIO, Division Manager**  
Five years experience promoting and managing parking facilities. B.A., Marketing, University of Maryland - Parking facility acquisition and management for 5 years.

**(2) REFERENCES AND PAST EXPERIENCE:**

AllCity Parking, in our 30 years of experience, has previously provided planning and implementation of parking layout design, operating procedures and revenue control systems for many parking facilities in virtually all types of parking operations. In addition we have promoted and managed mixed use real estate projects and have operated transportation services involved in charter and shuttle operations.

**a) PREVIOUS OPERATIONS:**

- **Missouri State Fair** -- AllCity contracted with the state of Missouri for several years to provide planning and implementation of traffic control, parking operations and admission gate operations during the fair each year.. Duties included planning and controlling traffic flow, parking layout, fee collection and revenue control. This required hiring and training of a staff of more than 100 temporary employees to provide efficient handling of up to 10,000 vehicles on a given day. Parking was conducted on grassy, unmarked areas.
- **American Royal Livestock & Horse Show** - AllCity Parking was contracted by the City of Kansas City to handle traffic and parking control during the American Royal Show. This involved planning and staffing for all scheduled

DEPARTMENT OF VETERANS AFFAIRS  
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ALLCITY CORPORATION

events, direction of traffic flow, parking of all vehicles, fee collection and revenue control.

- **Kemper Arena** - AllCity Parking was contracted with the City of Kansas City to handle event parking at Kemper Arena. Duties included planning and implementation of traffic flow, fee collection, parking of all vehicles and revenue control.
- **Good Samaritan Hospital** - AllCity Parking handled all parking for this major medical center operation for more than 4 years. Total parking capacity is 1,800 cars and gross revenue is \$300,000 annually.
- **City of Irvine** - AllCity launched a test valet parking program for the Irvine Train Station to find solutions to alleviate a parking shortfall for commuters.

(b) **CURRENT OPERATIONS:**

- **Auditorium Plaza Garage** - AllCity Parking has been contracted by the City Of Kansas City to operate the APG for seven years now. This is a 1,000 space garage serving various public facilities, including the convention center, municipal auditorium, little theatre and conference center, as well as several hotels and office buildings. Through our efficient planning of traffic flow and operating procedures we broke all previous records for the number of cars parked, total revenue collected and profit to the City within the first year of operation and have continued to set new records ever since. This garage generates more than \$1 million annually.

Reference - Roger Ainsworth, Manager of Event services - [REDACTED]

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DEPARTMENT OF VETERANS AFFAIR  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
SOLICITATION #RPP600-059-99  
OPERATION AND MANAGEMENT OF PARKING  
FEBRUARY 11, 1999  
ALLCITY CORPORATION

- **Convention Center/ Auditorium area locations** - AllCity Parking has operated various surface parking lots and parking garages around the Convention Center and Auditorium area for 25 years. Current parking capacity exceeds 3,000 spaces. This involves monitoring various event schedules, scheduling traffic control, parking and fee collection staffs to accommodate the various size events. Our well experienced crew provides very efficient coordination and control of these events. They are well equipped with radio and cellular communication and work closely with the City staff assigned to alleviate traffic problems and parking coordination during major events.

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- **Venice Beach/ Ocean Front Walk** - AllCity Corporation provides complete property management and leasing of several properties including housing, retail stores, offices, parking and outdoor vending on the Venice Boardwalk. Through efficient management and diligent promotional efforts we increased the occupancy of these properties to nearly 100% of have increased the income to the owners by more than \$100,000 in the first year of operation.

Reference - Avalon Corporation, Mark Maravelas, Controller (805) 643-6093

- **Sears, Roebuck & Co.** - AllCity has provided parking, traffic control and promotion of off-hour event revenue for the Sears properties in Santa Monica for several years.

Reference - David Goodman, General Manager

- **Office Buildings, Shopping Centers, Public Surface Lots, Restaurants** - AllCity Parking provides parking management for numerous office buildings, shopping centers, restaurants and public surface facilities other than those mentioned above.

**(3) MARKETING PLAN:**

Our marketing plan for promoting the use of these facilities includes the following:

DEPARTMENT OF VETERANS AFFAIRS  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
SOLICITATION #RFP600-059-99  
OPERATION AND MANAGEMENT OF PARKING  
FEBRUARY 11, 1999  
ALLCITY CORPORATION

- A. **Parking/ Shuttle operations.** We believe that the parking and shuttle operation serving the Getty center can be expanded and more much more profitable for the veterans. In addition, we propose to advertise for other parking/shuttle operations for tour operators and others needing a parking site and central meeting point.
  - B. **Service organization events.** There are probably many service organizations who could utilize these facilities for events to raise funds for their respective charitable operations. We plan to approach all of these organizations to inform them of these facilities.
  - C. **Office building off-site parking.** We plan to contact the area office buildings in the areas surrounding the VA facilities to offer parking and/or parking/shuttle service.
  - D. **Entertainment company usage.** We have a directory and mailing database of entertainment companies including filming companies and production companies. We plan to circulate literature advertising the facilities that are available for parking and/or filming. We have a great deal of experience in dealing with these companies at various other locations that we have available.
  - E. **Temporary storage for auto dealerships.** We propose to circulate information to these companies to promote the use of these locations as well.
- (4) **CUSTOMER SERVICE SUMMARY:**

A. **Business Philosophy and Methodology:**

AllCity Parking is a client driven and customer oriented parking operator. We structure operating methods and procedures to maximize the objectives of the property owner, which in all cases entails providing the customers of the facility with a safe and efficiently run parking facility at a competitive price. We use the most cost effective methods possible and provide ongoing review of revenue, expenses and additional income sources in order to achieve the highest level of service and maximum operating income.

In a facility such as the 11<sup>th</sup> & Oak Parking Facility the first priority would be to assure that the needs of the governmental offices are accommodated, as well as other area organizations to which initial space commitments have been made. Once these requirements have been identified and provided for then remaining spaces can be marketed to other area businesses. Ample space should be set aside in a convenient area for visitors to governmental offices in the area.

Marketing of available monthly spaces would be provided by the garage manager and company managers. This would include calling on other area businesses to offer group parking contracts, client validation programs and special event accommodations.

DEPARTMENT OF VETERANS AFFAIR  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
SOLICITATION #RFP600-059-99  
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FEBRUARY 11, 1999  
ALLCITY CORPORATION

Facility cleanliness will be maintained by scheduled daily hand cleaning of all garage levels for trash removal, weekly power sweeping of all floors, weekly cleaning of oil spots by hand using oil removing products and hot pressure washing of floors as needed. Lobbies, stairways, office and restroom areas would be cleaned on a daily basis.

**B. Training Techniques and Performance Standards:**

All new employees are orientated regarding company operations, philosophy, rules and regulations both orally and with written explanations and instructions. Additional training of garage managers, cashiers and maintenance personnel is accomplished almost entirely by on-the-job training. New cashiers are trained by managers and then by experienced cashiers and are accompanied by experienced personnel until fully competent.

**C. Customer Service Training:**

Customer service is of utmost importance in our business and is highly emphasized in our business philosophy as taught to our employees. Good customer service includes being pleasant, efficient, honest and helpful in handling customers. In our business, since customers are sometimes less than pleasant (because they cannot find a space or various other reasons), employees dealing with the public must be understanding of the customer's problem and retain their congeniality even if the customer is being less than pleasant. Our employees are taught that customer complaints are opportunities to learn ways to improve service or solve problems that we may be unaware of.

**D. Employee Recruiting, Hiring, Evaluation:**

Employee recruiting is accomplished through employee referrals, solicitation of impressive personnel observed at other locations, newspaper ads and various association referrals. Hiring is done by management screening of applicants, interviewing of candidates and professional background checks of those selected.

Compensation and benefits are maintained at a level commensurate with our industry and the specific role of the employee. Benefits include health insurance and paid annual vacation. Employees receive annual evaluation by management in order that compensation be maintained at a level sufficient to retain valuable employees and provide motivation.

**(5) OPERATIONS:**

**A. Cash Control Procedures:**

Cash from cashiers will be collected by the garage manager at the end of the shift along with tickets and other cash transaction forms. In cases where cash accumulates greater than one hundred dollars, scheduled cash pickups are recommended. Monthly payments will be collected by the garage manager in person or by mail. All cash and checks collected each day is stored in the location safe, if there is one, or in the company safe, if a location safe is not available. Deposits are made each morning for the prior day's collections.

DEPARTMENT OF VETERANS AFFAIRS  
VA GREATER LOS ANGELES HEALTHCARE CENTER  
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**(6) INSURANCE:**

Current insurance policies carry the following limits:

General Liability	2,000,000
Excess Liability	9,000,000
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Garage Keeper's Legal	1,000,000
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DEPARTMENT OF VETERANS AFFAIRS  
 VA GREATER LOS ANGELES HEALTHCARE CENTER  
 SOLICITATION #RFP600-059-99  
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 FEBRUARY 11, 1999  
 ALLCITY CORPORATION

PART II: COST/ PRICE PROPOSAL

ESTIMATE OF REVENUE AND DVA INCOME:

We estimate the following revenue projections and DVA income:

Income Source	Revenue	% to DVA	DVA Income
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Temporary Storage	25,000	90%	22,500.00
<b>Total</b>	<b>275,000</b>		<b>\$205,000.00</b>

The above estimates and income percentages are based on our assumption that we would pay all payroll, operating expenses and liability insurance involved in operating the various events. We would pay a percentage of gross revenue or a percentage of net revenue after operating expenses, as the DVA prefers.

**PROPOSAL - RFP 600-059-99**

**FEBRUARY 11, 1999**

**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**

**SUBMITTED BY:**

**ALLCITY CORPORATION  
ALLCITY PARKING SERVICE**

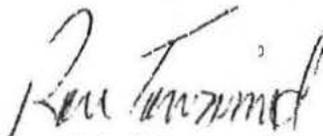
Department of  
Veterans Affairs

# 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.









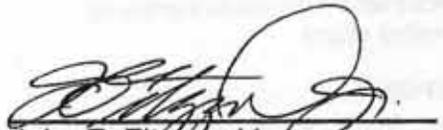
Control and Operation of Parking Areas – VA West Los Angeles Healthcare Center  
Solicitation No. RFP 600-059-99

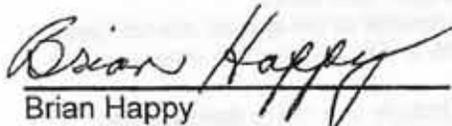
Date of Evaluation: March 11, 1999

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.

**REFERENCES**

✓ *o*  
Andrea Leonard, Director of Visitor Services  
J. Paul Getty Center, 1200 Getty Center Dr., Los Angeles, CA 90049  
310- [REDACTED]

*Collected*  
Amy Fisk, Assistant to the Director  
J. Paul Getty Center, 1200 Getty Center Dr., Los Angeles, CA 90049  
310- [REDACTED]

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:

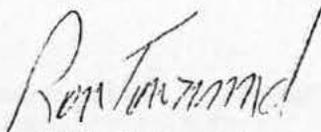
- a. Your proposal sets forth that three (3) companies comprise Westside Services. Which company is designated to perform our requirement? Or, is the requirement to be performed by all as a joint venture? Please elaborate.
- b. Will there be an on-site manager? If so, please furnish the name and qualifications 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:

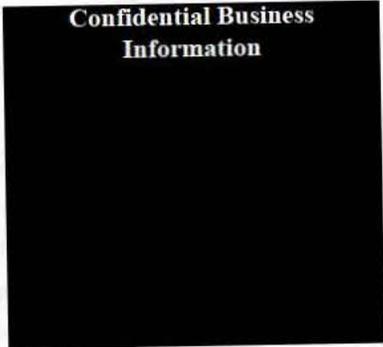
Your proposal sets forth that three (3) companies comprise WESTSIDE SERVICES.  
Which company is designated to perform our requirement? Or, is the requirement  
to be performed by all as a joint venture? Please elaborate.

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,

Handwritten signatures of Richard Scott and David Gallenson. The signature of Richard Scott is on top, and the signature of David Gallenson is below it.

David Gallenson and Richard Scott

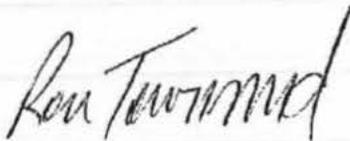
Department of  
Veterans Affairs

# 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 Polke</i>
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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

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**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:

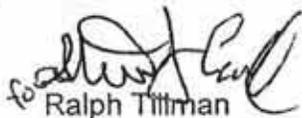
Past Experience	11
Marketing Concept	3
Financial Stability	3
Cost/Price	20
37	

Department of  
Veterans Affairs

# Memorandum

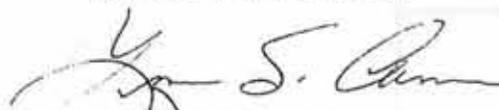
Date: June 18, 1999  
From: Chief, Construction Contracting Section (600/NBC/CC)  
Subj: Authorization for Enhanced Health Care Resources Sharing Authority - Selling  
To: Acting Chief Executive Officer, Greater Los Angeles Healthcare System (691/00)  
Thru: Vice President for Administration & Clinical 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** [REDACTED]

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

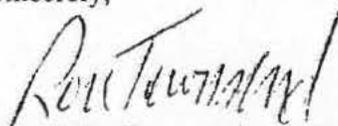
Gentlemen:

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"> <li>• The ability to cancel/amend the contract if the terms result in VA failing to meet requirements of law.</li> <li>• The time period covered by the contract.</li> <li>• The liability assumed by VA for failure to perform.</li> <li>• Other terms such as quantities, deadlines, quality issues, hours of operation, manpower commitments and ability to deliver services as required?</li> <li>• If the contract is for the use of equipment, does it address the responsibility for equipment maintenance or loss?</li> </ul>	X X 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"> <li>• The services or goods are being sold to maintain essential clinical skills or to continue programs essential to the veteran population.</li> <li>• Prices are set by law or executive order and are not based on full cost or market price</li> <li>• Other</li> </ul>			X	
Is the market price being charged? If so: <ul style="list-style-type: none"> <li>• Was the justification for using market price fully documented in the contract file?</li> <li>• Does the contract recover at least the local direct costs, i.e., fixed direct variable supply and variable labor costs?</li> </ul>				
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			

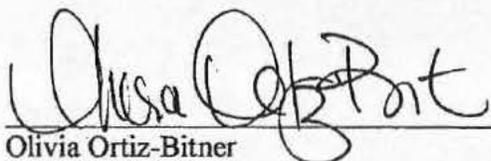
*[Faint, illegible text, likely bleed-through from the reverse side of the page]*

*[Faint signature and illegible text]*

*[Faint signature and illegible text]*

**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