

West Los Angeles budget, revenues
& expenditures

Request 7: Copies of all current land
agreements

Long Term Sharing Agreements

43. Sharing Agreement Number V691S-159
(Jan 2002 to Dec 2021)

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

1

1. **Sharing Agreement:** This Contract (V691S-159) 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 (sometimes referred to herein as Contractor) and VA Greater Los Angeles Healthcare System, West Los Angeles
- B. **Resources to be shared:** Refer to Statement of Work
- C. **Period of Performance:** Ten (10) Years with one Ten (10) year option
Commencing: January 1, 2002
Expiring: December 31, 2021
- D. **Pricing and Payment Terms:** As mutually negotiated and agreed upon and stated in the attached Cost/Price Proposal from Offeror.

Revenue Sharing monies will be paid in arrears due on the 1st of each month and will be considered late if not paid by the 10th. Revenue Sharing monies must be accompanied by supporting documentation.

- E. **Payment.** The Sharing Partner shall make all rent payments (user fees) payable to VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES AGENT CASHIER, and shall submit said payment and/or fee as mutually negotiated and agreed following full execution of this Contract. Payment(s) shall be in the form of a certified or cashier's check, bank draft, US Post Office money order or US currency and delivered to VA Greater Los Angeles Healthcare System, West Los Angeles; Attention: Asset Management Section 11301 Wilshire Blvd., Bldg.500, Room 6408 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 direction, work, and money. The CO shall give all direction for these areas. Nothing is to be decided without consultation with the CO.

Restriction: The Department of Veterans Affairs (hereinafter: "DVA") prohibits the use of VA Property or 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.

43-1

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

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 HEALTHCAE 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 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 \$1,000,000.00 (One Million Dollars) Liability insurance prior to commencement of performance, and such insurance will be effective throughout period of performance. Proof of insurance shall be hand delivered or mailed to the Contracting Officer prior to commencement of performance of this contract.

Subcontractors Exhibitors or Service Personnel). Sharing Partner shall include each of its subcontractors as insureds 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 as follows:

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 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 not less than \$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.

The Department of Veterans Affairs may require other insurance coverage deemed appropriate for a specific event.

The Department of Veterans Affairs Contracting Officer or their designee is hereby authorized to reduce the requirements set forth herein in the event that they determine that such reduction is in Department of Veterans Affairs best interest. Such reduction shall not be binding unless in writing and signed by the Department of Veterans Affairs Contracting Officer or their designee.

2. Coverage

The Department of Veterans Affairs its boards and commissions, officers, agents, employees and volunteers must be named as addition insureds and are to be covered as additional insureds as respects; liability

43-2

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V6918-159)**

3

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 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 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

43-3

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

4

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 to be a partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship.

B. **Termination.** Either party may terminate this Contract for cause or by decree of Public Law by giving at least One Hundred Eighty (180) days prior written notice. In the event of any termination:

(i) 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; and

(ii) VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES shall be responsible for payment for all improvements made to all buildings, grounds, offices, parking lots, lands and/or other Shared Resources, as specified in the annexed Attachments and schedules of expenses, and shall reimburse Sharing Partner therefor based on a 20-year amortization schedule as more particularly set forth in the annexed Attachments and schedules.

Termination for cause. The Government may terminate this Contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor 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 that the Sharing Partner is unable to keep the theatre "lit" a minimum of 10 weeks or 50 days per year, the Government may consider this as "default". 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, and have the written consent of both parties.

D. **Governing Law:** This Contract shall be governed, construed, and enforced in accordance with Federal law.

43-4

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

- 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 1998, 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 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 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 (28USC Sections 2671-2680), the United States shall be liable for and hold harmless Wadsworth Theatre Management, 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.

43-5

Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V6813-188)

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

Sharing Partner

Ralph D. Tillman, Contracting Officer
Director, Asset Management
11301 Wilshire Boulevard
Los Angeles, California 90073

Mr. Martin Markinson
P.O. Box 877
Santa Fe, N.M. 87504

Telephone: [REDACTED]
Facsimile: (310-268-3494)

Telephone: [REDACTED]
Facsimile: (505) 988-2512

Mr. Richard Willie
P.O. Box 491821
Los Angeles, CA 90049

Telephone: [REDACTED]
Facsimile: (310) 478-1770

J. **Severability**

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

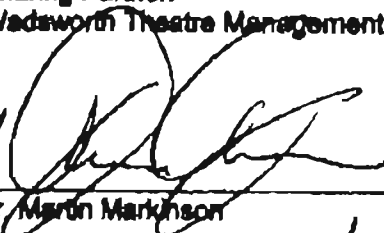
Sharing Partner:
Wadsworth Theatre Management, LLC

By



Ralph Tillman
Asset Manager
VA Greater Los Angeles Healthcare System
11301 Wilshire Boulevard, Room 8408
Los Angeles, CA 90073

By



Mr. Martin Markinson

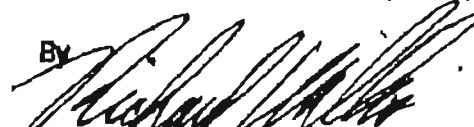
Date

11/24/01

Date

11/24/01

By



Mr. Richard Willie

Date 11/24/01

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

7

Requirements and Scope of Work

The Department of Veterans Affairs, (hereinafter "DVA") is seeking the services of a qualified Theatre Management (Contractor), to provide booking services, theatre management and other services for the Wadsworth Theatre on a year round basis under an Enhanced Sharing Agreement.

The period of performance shall be a twenty (20) year period of performance. This period of performance includes two (2) ten (10) year periods.

Contractor will be expected to book the theatre and/or grounds a minimum of ten (10) weeks (50 days per year).

Contractor must be capable of booking the theatre and/or grounds to a wide variety of users including, but not limited to the suggested uses described in Attachment F.

In the event that the theatre is not booked, the DVA reserves the right to use and/or book the Theatre at their discretion for their own functions. Any revenue generated by DVA sponsored events will not be shared with the Contractor. In the event that the DVA sponsors an event, DVA may engage the services to the Contractor to operate the theatre. Contractor would be reimbursed pursuant to rates proposed in Contractor's Price Proposal, which will be incorporated into this agreement. The VA will provide Contractor with 21 days advanced written notice of its desire to use the theatre.

Contractor and DVA will partner to make improvements to the Wadsworth Theatre, with DVA contributions to be offset from the revenue generated by this contract.

In addition to the Wadsworth Theatre, Contractor shall provide booking services, theatre management and other services for the Brentwood Theatre on a year round basis pursuant to this Sharing Agreement on the same terms and conditions set forth herein with respect to the services Contractor provides for the Wadsworth Theatre, except as otherwise provided herein.

In addition, Contractor shall have the exclusive right (but not the obligation) to manage and operate all events held on the grounds of the DVA property not previously identified herein, including but not limited to Japanese Gardens, Jackie Robinson Stadium, MacArthur Field, golf course, expanse of lawn at the rear of the Wadsworth Theatre extending to the fenced perimeter of the DVA grounds and bounded by Wilshire Blvd to the west, Federal Ave to the south, the San Vicente Gate to the north and Eisenhower Ave back to the front of the Wadsworth Theater to the east.

Contractor's principal offices for operating the Wadsworth and Brentwood Theatres and other Shared Resources (collectively "Offices") shall be located at the following two locations:

- (i) 11301 Wilshire Boulevard, Building 220, First Floor East, W. LA, CA 90073 consisting of seven rooms with washroom facilities and common areas, approximately 3,000 square feet, used as follows: five rooms as staff offices, a large room as a conference room, a seventh room as a kitchen. For identification purposes, these 7 rooms are part of what was previously referred to by the DVA as the "Hoptel" project; and
- (ii) 11301 Wilshire Boulevard, Building 258 First Floor West, north and south wings W. LA, CA 90073, consisting of approximately 15 offices, several other rooms, washroom facilities and common areas, approximately 3,600 square feet.

Contractor shall have exclusive use and occupancy of the Offices during the term of the Sharing Agreement as it may be extended; provided that if the DVA requires use and occupancy of the Offices for a DVA program unrelated to operation of theatres and related grounds during the term hereof, DVA shall provide Contractor with reasonable adequate notice and shall provide reasonable assistance to Contractor to relocate Contractor's offices.

43-7

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

8

Contractor shall at its own cost and expense prepare the Offices for use and occupancy.

Contract Fees for the Offices at the Wadsworth Theatre described above and for additional offices at the Brentwood Theatre as set forth in Attachment D.

In consideration of Contractor's risk, cost and expense in renovating and operating the Wadsworth Theatre and the Brentwood Theatre, the Contract Fees for use of the Offices at the Wadsworth Theatre and at the Brentwood Theatre are deemed to be and shall be included in the Contract Fees paid by Contractor in connection with its operation of the Wadsworth Theatre and the Brentwood Theatre, and Contractor shall not be required to pay additional Contract Fees in connection with the use and occupancy of the Offices.

Contractor will provide complete filming agreement services for the Greater Los Angeles Healthcare System, to include marketing. DVA shares in revenue will be held in a separate account and used as directed by the Contracting Officer.

Contractor shall provide staffing that is fully qualified and trained in the operation of all equipment installed in the theatre as described in Attachment G. Contractor shall ensure that all personnel, both Contractor and potential renters are familiar with emergency evacuation procedures. Contractor provided staff shall include, but not be limited to:

- All front of house staff as needed – including but not limited to:
- Front of House Manager
- Box Officer Manager and Operators
- Ticket Takers
- Ushers
- Concessions management and clerks
- Curtain Operator
- Custodial Contractors
- Fly System Operator
- Lightboard Operator
- Parking Attendants
- Projector Operator
- Prop Master
- Soundboard Operator
- Spotlight Operator
- Stagehands
- Wardrobe Attendants
- Unnamed Security for box office and concessions

In the event there is a medical emergency, the Contractor is to contact "911" Emergency Direct and then place a call to VA Police (x2804) to advise them of the situation. In the event there is a non-medical emergency, the Contractor is to contact the VA Police, (x2804)

The Contractor will be expected to create accurate seating schematic from the attached (Attachment "J"), informational diagram of the theatre. A copy of the finished diagram will be provided to the DVA.

The DVA will be responsible for all utilities. In the event the Contractor books a performance with unusually high-energy requirements, the DVA will charge the Contractor directly for the energy consumption.

General Marketing Requirements

Contractor 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

43-8

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

9

consent of the DVA. Endorsement (advertising) subject to 5 C.F.R. 2635.702. The DVA reserves the right to approve/reject any/all marketing/media advertising presented by either the Contractor or potential renter. All marketing, advertising and print material (programs, flyers, ads, etc), necessary, must be commensurate with first class theatre venues in the promotion and exposure of the Wadsworth Theatre. The DVA will incur no costs associated with the marketing of the theatre or the re-creation of rejected materials.

Contractor shall provide and/or oversee all marketing, advertising and print material, (programs, flyers, ads, etc.) necessary, and commensurate with first class theatre venues in the promotion and exposure of the Wadsworth Theatre.

The contractor shall ensure that the marketing, advertising and print materials, (programs, flyers, ads, etc.), of each of the individual renters of the theatre represent the Wadsworth Theatre as a first class venue and commensurate with a Federal Government owned facility.

Contractor and individual renters shall adhere to the guidelines on Attachment "I", "Sign Posting for Special Events". Contractor and individual renters shall respect the visual aesthetics as they relate to exterior building displays, (i.e. props, advertising boards, banners, etc.).

Miscellaneous Requirements:

At commencement of contract, DVA and Contractor will mutually establish an inventory and condition report of all DVA provided equipment.

Contractor is responsible for ensuring that all renters of the theatre carry proper insurance. A property voucher such as "Miscellaneous Floating Policy", should be obtained naming the DVA as an additional insured, thereby insuring the theatre equipment provided by the DVA

Contractor is responsible for ensuring that the following policies are strictly adhered to:

The Department of Veterans Affairs prohibits the use of DVA property for the purpose of carnivals (i.e., amusement rides of any kind and animals 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 theatrical pyrotechnics, (explosive devices, smokescreens, etc.) will be permitted on Government property without prior written approval from both the Department of Veterans Affairs and the Los Angeles County Fire Department. No tobacco smoking is permitted in or within 20 feet of 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.

Nudity in live production theatre is strictly prohibited on DVA property.

43-9

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

Only movies with a movie industry rating standard of "R", PG-13 or G may be shown on DVA property. Under no circumstances will subject matter of a pornographic nature be allowed to be shown on DVA property.

The Contractor is responsible for:

Ticket printing, if applicable.

Maintaining all DVA provided theatre equipment used by renters of the theatre

Complete custodial maintenance of the interior of the theatre.

Ensuring that DVA provided theatre equipment is operated safely.

The DVA will be responsible for maintenance of "base" building operations, (plumbing, non-theatrical electrical lighting, HVAC systems, chillers, etc.)

Providing a written report to the DVA as to the condition of the theatre. This report will detail the condition of all DVA provided theatrical equipment and the overall condition of the premises. This report will be provided at intervals no less than every three (3) months.

The DVA will issue to the Contractor keys for the opening and closing of the theatre. The Contractor will not be allowed to duplicate these keys and will be responsible for the keys at all times. Should the keys be lost or stolen, the Contractor will bear the cost of re-keying the theatre premise.

Contractor will be held liable for DVA provided equipment that is not properly maintained, damaged due to misuse/abuse, or lost/stolen due to contractor/renter negligence.

The Contractor is independent contractor, engaged for the sole purpose of performing the services described in the agreement.

The Contractor shall at all times act in good faith and in the best interests of the DVA, use its best efforts and exercise all due care and sound business judgment in performing its duties under this agreement. Contractor shall at all times comply with DVA policies, procedures and directives, which are incorporated by reference and made part of this agreement.

Parking:

Sharing Partner may utilize and operate parking Lot #7 during all times during the term of this Agreement, and shall reserve for the use of DVA employees in Building 218 those approximately 70 spaces in approximately two rows located north of the flagpole erected at the north end of parking lot #7 during the hours of 7:00 am to 5:00 pm on all normal working business days.

Sharing Partner may also utilize and operate Parking Lots 9, 10, 16, 17, 26 and 38 during the term of this Agreement. In addition, the DVA will designate other parking areas as needed on a case-by-case basis for use hereunder.

Sharing Partner shall coordinate services of the DVA's provided Parking Contractor for parking attendants.

A cooperative effort between VA Greater Los Angeles Healthcare System and Wadsworth Theatre Management in re-slurping and re-restripping of Lot 7.

43-16

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

Personnel:

Key Personnel

The following key personnel are essential to the proper performance of the Contractor's duties under this Agreement ("Key Personnel") and shall perform the roles specified below.

Martin Markinson, Managing Partner

Richard Willis, Managing Partner

Contractor's Proposal, or Amended Proposal, if any, identified the above individuals Key Personnel and certified their availability to perform the duties specified. Contractor agrees to make the Key Personnel available as long as Contractor or its related entities employ such persons. Prior to diverting or reassigning any Key Personnel to any other projects; Contractor shall notify the Contracting Officer in writing at least fourteen (14) days in advance and shall submit the name of the proposed substitute individual with a description of his/her educational and professional background.

DVA Personnel

DVA "COTR" The term "COTR" (Contracting Officer Technical Representative) means the person designated in writing by the Contracting Officer 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 affect any increase in the price of the agreement or which changes the Period of Performance.

DVA Contracting Officer. The term "Contracting Officer" means a person with DVA delegated authority to enter into, modify, administer, and terminate contracts and orders.

Representations:

Representations of Contractor.

Contractor represents as follows:

1. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action of Contractor.
2. Contractor 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 Contractor's performance of its duties under this Agreement.
3. At the time of execution of this Agreement there has been no change in any of the Certifications Contractor submitted to the DVA with its proposal. Contractor agrees to notify the Contracting Officer immediately, in writing, of any changes to Contractor's Certifications.

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V891S-159)**

Attachment Schedule

Attachment A:	Proposed Upgrades and Renovations to Theatre
Attachment B:	Expanding Premieres/Screenings/Benefits
Attachment C:	Intentionally Omitted
Attachment D:	Development of the Brentwood Theatre
Attachment E:	Incorporation of Building 506 into Theatre Expansion
Attachment F:	Suggested Uses for the Wadsworth Theatre
Attachment G:	Wadsworth Theatre Equipment/Accessories
Attachment H:	Theatre Description
Attachment I:	Signage Policy
Attachment J:	Theatre Seating Schematic
Attachment K:	Motor Vehicle Traffic and Parking Policy
Attachment L:	Contract Fee Schedule
Attachment M:	Shared Property Legal Description
Attachment N:	Schedule of Capital Improvements
Attachment O:	Additional Clauses
Attachment P:	Equal Opportunity (52.222-26)
Attachment Q:	Liability Information
Attachment R:	Disputes Clause
Attachment S:	Capital Improvement Amortization Schedule

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

13

Attachment "A"

Renovation/upgrade theatre. To renovate and upgrade the Theatre's film sound and projection capabilities to bring the theatre to a "state of the art" status in order to attract high profile movie premieres from film studios.

Upgrades/Renovations:

Sharing Agreement has completed substantial upgrades and renovation of and to the Shared Resources, including without limitation the Wadsworth and Brentwood Theaters, offices, surrounding grounds and parking lots, all as more specifically set forth herein and in the annexed Attachments and schedules of expenses; and may continue to do so throughout the term of this Agreement, all with DVA's consent and approval.

All purchases, upgrades and/or renovations that have been or will be made hereunder shall be owned by both parties. In the event of cancellation of this Agreement, the West LA DVA will purchase from the Sharing Partner all property, goods, services and expenses allocated by Sharing Partner for all upgrades and renovations, based on the annexed schedules of expenses and Attachments, specifically in accordance with the annexed twenty-year amortization schedule.

In the event of a third party upgrade/renovation of the Theatre and surrounding areas, such as the proposed Veterans Park Conservancy's renovation of the Theatre's interior and exterior and surrounding areas, the Wadsworth Theatre Management reserves the right to approval of all renovations, as well as compensation for any income lost due to such renovations or down time caused by such renovations. Specific details of income lost and down time will be submitted to the West LA DVA in written form for its approval prior to such renovations taking place. Regardless of any and all renovations to the Theatres and surrounding buildings and grounds by any third party, the Sharing Partner retains full control of the venues and all shared resources hereunder for the purposes of booking and managing the Theatres and Shared Resources at all times hereunder.

43-13

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

14

Attachment "B"

Movie Premieres/Screenings/Benefits:

The Wadsworth Theatre Management has authority to serve alcohol for special events, such as film premiere parties and high profile benefits, all subject to the West LA DVA's prior approval of each event on a case by case basis, as is presently practiced. The matter of alcohol shall be handled with the same extreme emphasis on safety, security and awareness to the surrounding area as is currently practiced. All events that are allowed this privilege by the DVA will be required to carry "Host Liquor Liability Insurance" and the DVA and Wadsworth Theatre Management will be held harmless and covered by written agreement with the vendor/customer as is also currently practiced.

The Wadsworth Theatre Management owns the exclusive right to book and manage all Movie Premieres, Premiere Parties, Benefits, Fundraisers and all other events on the grounds of the West LA DVA.

43-14

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

Attachment "D"

The Brentwood Theatre.

In accordance with earlier sharing agreements between the Parties and extending into this Sharing Agreement, certain work, expenditures and agreements concerning the renovation and operation of the Brentwood Theatre exist, which are restated and incorporated herein as follows.

The Wadsworth Theatre Management shall have the sole right to work in cooperation with GLAHS WLA in developing the Brentwood Theatre into a viable Theatre for Veterans events, movie screenings, regional theatre, children's theatre and more. This is a development process that will take some time and effort, monetarily and physically, but the Wadsworth Theatre Management will solely pursue this avenue with the GLAHS WLA campus and shall have the right to develop, book and manage the Theatre in the future.

1. DVA Work.

The Department of Veterans Affairs ("DVA") has undertaken to provide certain structural repairs and restorations ("DVA Work") to the Brentwood Theatre to make the Brentwood Theatre safe, fit and ready for operation by Sharing Partner. The DVA Work includes without limitation new ceiling tiles, ADA-compliance modifications, repairs of roof tiles, exterior restoration and painting and other structural repairs and renovations. DVA and GLAHS WLA warrant and represent to Sharing Partner that they will deliver the Brentwood Theatre to Sharing Partner free of leaks and ready for such renovations and restorations as Sharing Partner shall undertake subject to DVA and GLAHS WLA approval, to make the Brentwood Theatre fit for use as a theatre. Sharing Partner shall not be responsible under any circumstances to pay any costs or expenses whatsoever associated with any of DVA Work. DVA and GLAHS WLA will provide Sharing Partner with a report issued in connection with the DVA Work indicating the nature, extent and condition of the DVA Work ("C.A.R.E. Report"). Sharing Partner intends to append to this document the C.A.R.E. Report upon receipt thereof, for the reason that the C.A.R.E. Report will further define the DVA Work hereunder.

2. Sharing Partner Work.

Upon completion of the DVA Work, Sharing Partner shall at its own cost and expense, complete such renovations and restorations of the Brentwood Theatre, subject to DVA and GLAHS WLA approval ("Sharing Partner Work") to make the Brentwood Theatre fit for use as a theatre and ready for occupancy hereunder. Subject to drawings and specifications for Sharing Partner Work, and subject to DVA and GLAHS WLA's approval thereof, which approval shall not be unreasonably withheld and shall be forthcoming in a timely manner, Sharing Partner intends that Sharing Partner Work shall include new electrical wiring; air conditioning, ventilation and heating systems; refurbishing the lobby, upgrading the dressing rooms, installing theatre seating to between 490-525 seats, new hemp fly and rigging system, new stage floor, interior painting and decoration, exterior lighting and such other work as Sharing Partner, subject to DVA and GLAHS WLA approval, deems appropriate and necessary hereunder. DVA and GLAHS WLA shall not be responsible under any circumstances to pay any costs or expenses whatsoever associated with any of Sharing Partner Work.

3. Work to be Undertaken Jointly by DVA and Sharing Partner.

Certain work will be undertaken jointly, details and payment for which shall be decided by DVA and Sharing Partner together in good faith. Such work includes without limitation the expansion or enlargement of the truck lane next to the Brentwood Theatre to provide access for theatrical trailers to load-in to the Theatre.

4. Point Person for Contractual Matters, DVA Work and Sharing Partner Work.

The Sharing Agreement specifies in Section 1.F. thereof that the Contracting Officer ("CO") named therein, Ralph D. Tillman, is the only Government official who is authorized to handle contractual matters involving changes, direction, work and money; that the CO shall give all direction for these areas; and that nothing is to be decided without consultation with the CO. Accordingly, Sharing Partner hereby requests

43-15

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

18

that the CO appoint and name a specific official ("Point Person") with full authority to supervise the DVA Work and Sharing Partner Work; and also to provide approvals and otherwise work with Sharing Partner so that the DVA Work and Sharing Partner Work may be commenced and completed in a timely manner.

Sharing Partner intends to work with the Point Person on an ongoing basis to obtain the DVA requirements and specifications for Sharing Partner's Work and for the contractors (architects, contractors, electricians, painters, etc.) to be used by Sharing Partner; to establish DVA-approved procedures to submit plans and obtain approvals; and in all other matters involved hereunder to ensure compliance with the time requirements as set forth herein with respect to DVA Work, Sharing Partner Work and delivery of the completed Theatre on or before April 15, 2004. For example, Sharing Partner requests the form, specifications and requirements for submissions of proposals (such as formal Requests for Proposals and similar government submissions) so that Sharing Partner will in compliance with DVA requirements and thereby avoid preventable delays caused by misunderstandings on procedural matters. Also, for example, Sharing Partner desires to establish clear paths for submission of proposals and for seeking approvals thereof to permit that proposals and approvals be disposed of in a timely manner; that if Sharing Partner does not receive a response from the DVA within a stated period of time (3 to 5 days); that DVA approval of a given submission may be deemed granted.

5. Timely Completion of All Work.

Time is of the Essence with respect to satisfactory completion of DVA Work to permit Sharing Partner Work to commence in a timely manner. Time is of the essence with respect to the approvals to be obtained by Sharing Partner or its contractors and designees from the DVA and GLAHS WLA to permit Sharing Partner Work to commence and to be completed in a timely manner so that the Theatre shall be ready for occupancy and use as a theatre on or before April 15, 2004.

6. Booking and Operation of the Brentwood Theatre.

Sharing Partner intends to commence the booking and operation of the Brentwood Theatre immediately upon satisfactory completion of the combined repair and restoration work by DVA GLAHS WLA and Sharing Partner as set forth herein. Sharing Partner intends to book the Brentwood Theatre for movie screenings, regional theatre, children's theatre and similar events.

7. Intended Initial License Agreement.

Sharing Partner intends to enter into a license booking agreement ("License") with a single producing entity ("Licensee A") to occupy the Brentwood Theatre for approximately 15 months commencing on or about April 15, 2004 and ending on or about July 31, 2005, consisting of approximately 15 months, during which the Brentwood Theatre will be lit with live theatrical stage attractions for paying audiences during approximately 38 weeks thereof and the remaining weeks will be dark for load-ins, load-outs, technical rehearsals and other rehearsals ("Licensee A's Term"). In order to comply with its intended booking obligations to this Licensee, on or before April 1, 2004, DVA Work and Sharing Partner Work must be fully and satisfactorily complete and fit for the particular purpose for which it shall have been undertaken.

8. Contract Fees Prior to Recoupment of Sharing Partner's Expense for Sharing Partner Work.

The parties hereto understand and agree that Sharing Partner is undertaking Sharing Partner Work for the sole purpose of upgrading and developing the Brentwood Theatre so that it shall be a viable theatre suitable for the intended uses. Since Sharing Partner will not obtain any ownership interest whatsoever in the Brentwood Theatre, the parties hereto agree that to induce Sharing Partner to undertake the risk, cost and expense of Sharing Partner Work, that Sharing Partner shall pay reduced Contract Fees hereunder until such time as Sharing Partner shall earn receipts from its management of the Brentwood Theatre to recoup the cost and expense of Sharing Partner Work. Prior to recoupment of Sharing Partner's Expense for Sharing Partner Work, Sharing Partner shall pay the Contract Fees as set forth below during the weeks when the Brentwood Theatre is lit with an attraction being performed for a paying audience. During those days or weeks when the Brentwood Theatre is not lit with an attraction being performed for a paying audience, Sharing Partner shall neither owe nor pay Contract Fees.

43-16

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

Daily rent when theatre is lit with paying audience	\$143
Weekly rent when theatre is lit with paying audience	\$1000
Revenue Sharing Tickets (income to DVA)	0% of gross receipts
Revenue Sharing (Rents) with Wadsworth Theatre Management, LLC	0% of rents collected
No Revenue Sharing Concession Sales	No Revenue Sharing in Concession Sales
No Revenue Sharing for Parking Lot usage	No Revenue Sharing for Parking Lot usage

9. Contract Fees After Recoupment of Sharing Partner's Expense for Sharing Partner Work.

After recoupment of Sharing Partner's Expense for Sharing Partner Work, Sharing Partner shall pay the Contract Fees as set forth below during the weeks when the Brentwood Theatre is lit with an attraction being performed for a paying audience. During those days or weeks when the Brentwood Theatre is not lit with an attraction being performed for a paying audience, Sharing Partner shall neither owe nor pay Contract Fees.

Daily rent when theatre is lit with paying audience	\$286
Weekly rent when theatre is lit with paying audience	\$2000
Revenue Sharing Tickets (income to DVA)	75% of 5% of gross receipts above \$7500 per performance, if any 0% of gross receipts below \$7500 per performance

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

18

Attachment "E"

Building 506: (Federal Legal Building)

The Wadsworth Theatre shall own the sole right to the use of Building 506 for the purposes of executive offices, production offices, star dressing rooms and rehearsal/dance space in the event the West LA DVA plans to down size the present tenant(s) or transfers the present tenant(s) to another building.

43-18

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

19

ATTACHMENT "F"

SUGGESTED USES FOR THE WADSWORTH THEATRE (CAN INCLUDE, BUT NOT BE LIMITED TO):

ART IN THE PARK

CHARITABLE FUND RAISING EVENTS

CHILDREN'S ARTS (INCLUDING CLASSES FOR CHILDREN, I.E. MOVEMENT, ACTING, ARTS)

CHILDREN'S THEATRE (INCLUDING DANCE RECITALS, SHOWCASES, MUSICALS, ARTS)

COMEDY SHOWS

COMPANY SHOWS

DANCE CONCERTS

FESTIVAL USES ON THE GROUNDS AND IN THE THEATRE, (ART, JAZZ, ETC).

FILM SCREENINGS AND PREMIERS

GENERAL AUDITORIUM USES

INTERNET CONFERENCING

JAZZ HOUSE

LECTURE HALL

LIVE/RADIO BROADCASTS

MOVIE HOUSE

PAGEANTS

SHAKESPEARE IN THE PARK

SHOWCASES

SIZE APPROPRIATE INDUSTRIAL SHOWS

SIZE APPROPRIATE INSTRUMENTAL ENSEMBLES

SIZE APPROPRIATE MUSIC CONCERTS

Size appropriate Recitals, including dance, instrumentalists and vocals

Solo Artists

43-15

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V891S-159)**

20

SUGGESTED USES FOR THE WADSWORTH THEATRE (CAN INCLUDE, BUT NOT BE LIMITED TO):

Specialty Acts

Storytellers

TV Special Productions

Variety Shows

Vocal Ensembles

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

21

Attachment "G"

Wadsworth Theatre Equipment/Accessories

43-21

Attachment "H"

Theatre Description

General Information:

The Wadsworth Theatre built in 1938 enjoys a landmark reputation based on its location and architectural exterior. It is centered on a 27 acre parcel of land that fronts Wilshire Blvd and San Vicente Blvd in the Westside of Los Angeles. The demographics for the area show the adjacent communities to be affluent and influential. These areas are undergoing redevelopment projects that are anchored by entertainment centers and are socially oriented, with an emphasis on pedestrian activity.

It has a seating capacity of approximately 1300 seats. As reconditioned, it is updated to comply with the ADA. The theatre has 18 wheelchair seats and 15-companion seats.

The stage has a front fire curtain. The stage walls and floor, being constructed of reinforced concrete in good condition, are good for fire protection and comply with current codes. No fire sprinklers exist. The stage proscenium opening width of 40 feet and a stage depth of 25 feet, and very shallow wings.

The antiquated type of hemp rigging or "fly system" makes this theatre a "Hemp House". Three catwalks provide the only access.

The projection booth is adequate in size and condition for follow spotlights and cinema. A retractable projection screen is installed.

House dimmers exist, as does an archaic control panel.

The theatre has 4 dressing rooms, two small rooms, (approximately 4 persons per room), located on stage level and 2 larger rooms (approximately 10 persons per room) located above and below the stage level. The theatre has no "green room" or holding area for performers as well as, no laundry facilities and no storage area for costumes or property sets. The dressing rooms have no permanent paging or monitoring system.

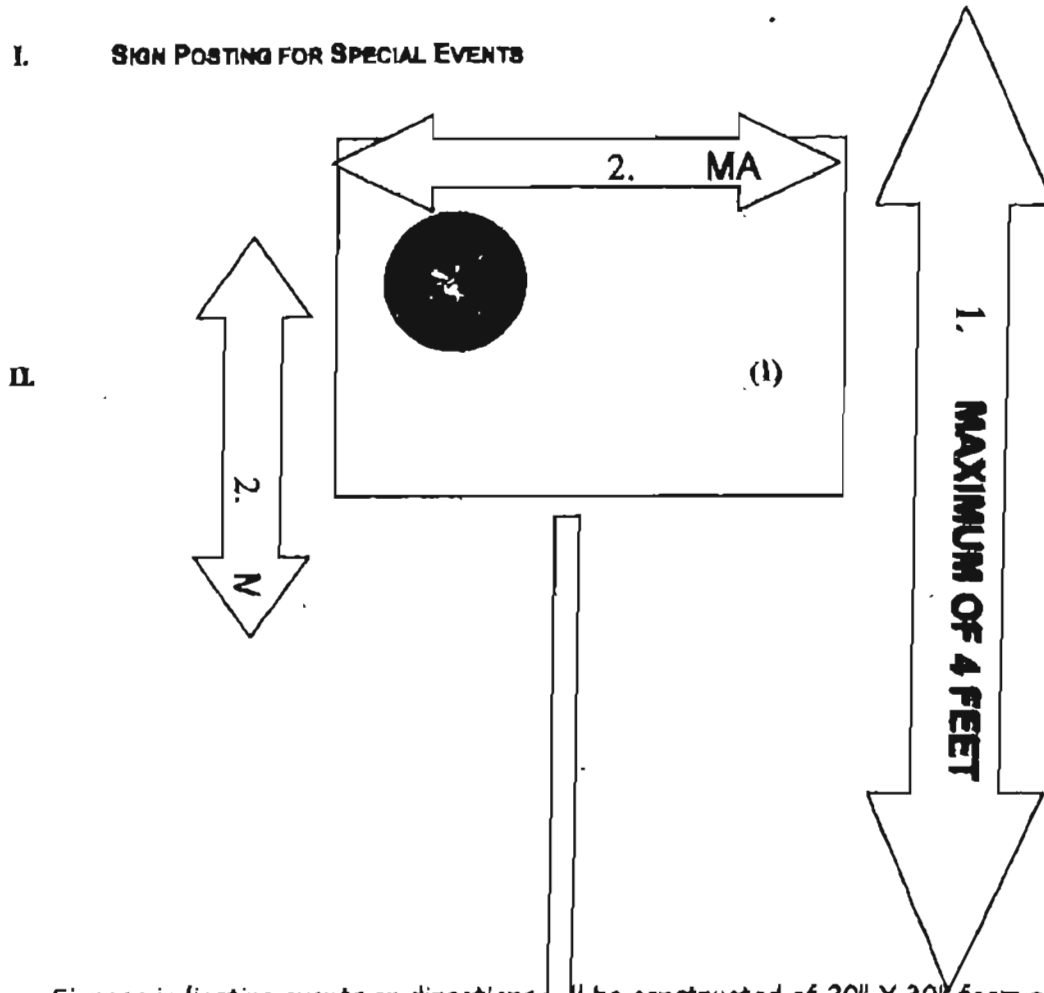
The theatre has one production office. It also has two small additional offices to be used as needed.

The Wadsworth Theatre is equipped for immediate use. DVA provided equipment is described in Attachment G.

A diagram of the theatre is attached (Attachment "J") for informational purposes only and seating schematic should be designed and confirmed by the Contractor prior to its actual use.

Attachment "I"

I. 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).

Signage 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).

Banners shall be 60" x 201", placed on freestanding metal poles, supported by concrete blocks.

43-23

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

24

**Attachment J:
Theatre Seating Schematic
See Attached Chart**

43-24

Attachment K



CORPORATE POLICY

III. DECEMBER 1999

00-10A-132-03

A. MOTOR VEHICLE TRAFFIC AND PARKING POLICY

- **PURPOSE:** The purpose of this policy is to establish a policy governing parking, traffic control and regulations on VA Greater Los Angeles Healthcare System grounds.
- **POLICY:** It is the policy of the VA Greater Los Angeles Healthcare System to provide parking space for patients, visitors, volunteers and employees within the criteria established by the Department of Veteran Affairs and consistent with the mission of the VA Greater Los Angeles Healthcare System. Also, it is the policy to establish control and traffic regulations applicable to motor vehicles operated on VA Greater Los Angeles Healthcare System property. All motor vehicles operated on VA Greater Los Angeles Healthcare System property must comply with all posted regulations and this policy. The Department of Veterans Affairs is not responsible for damage, theft, etc., to automobiles parked on the grounds. Operators of all vehicles on the grounds will drive their vehicles in such a manner as to protect all persons and property from damage.

- **RESPONSIBILITIES:**

Chief, Police & Security:

- (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.

- **PROCEDURES:**

A. ENFORCEMENT:

- (1) The Department of Veterans Affairs 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 registered with VA Greater Los Angeles Healthcare System) will be issued for the first and second offense within a one-year period which conforms with the AFGE Union Agreement. Unregistered vehicles are not protected by this (AFGE Union) clause, and police officer 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 Directors for their employees who violate traffic and parking regulations.

43-25

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

26

(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 "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.

(7) Specific traffic offenses committed at VA Greater Los Angeles Healthcare System facilities, which 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, that are in contradiction with the VA Greater Los Angeles Healthcare System 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".

(9) All vehicles parked illegally, or for more than 24 hours on the VA Greater Los Angeles Healthcare System grounds, are subject to removal by towing; all costs of which are the responsibility of the owner or driver of the motor vehicle.

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

- **SITE SPECIFIC PARKING:**

Site specific regulations will be included in Attachment "A" for West Los Angeles Healthcare Center; Attachment "B" for Sepulveda Ambulatory Care Center and Attachment "C" for Los Angeles Ambulatory Care Center.

- **POSTED AREAS (HANDICAP, GOVERNMENT VEHICLES, DIALYSIS):**

(1) Unauthorized parking in posted areas is prohibited. Unauthorized employees and public parking 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.

- **REGULATIONS:**

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

(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 VA Greater Los Angeles Healthcare System 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 VA Greater Los Angeles Healthcare System 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.

- **ACCIDENTS:**

All accidents involving motor vehicles operated on VA Greater Los Angeles Healthcare System grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to Police & Security.

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 & Security.

43-26

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

27

• **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 assistance or devices for ambulation.
- (d) Those with medical conditions, which severely restrict ambulation.

• Any handicapped employee (as defined in paragraphs 1, a, b, c, & 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 Police & Security 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.

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.

-PARKING OF CAMPERS, TRAILERS AND MOTOR HOMES ON VA GREATER LOS ANGELES HEALTHCARE SYSTEM 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 the VA Greater Los Angeles Healthcare System, will inform the requester that such parking is prohibited for safety and liability reasons, unless prior approval is received from the Chief Executive Officer or the Administrative Officer of the Day (AOD).

(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 should be informed of this policy and asked to remove their vehicle from the grounds.

• **TRAFFIC CONTROL:**

(1) All vehicles must be registered and operated in accordance with 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 VA Greater Los Angeles Healthcare System roads is 20 MPH at 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.

• **REFERENCES:**

A. MP-1, Part 1, Chapter 37

B. MP-1, Part 1, Chapter 34

43-27

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

28

C. MP-1, Part 1, Chapter 43

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

▪ **RESCISSION:**

A. CM 1-132-03, West Los Angeles Healthcare Center

B. MCPM 07B-12-98, Southern California System of Clinics

- **REVIEW DATE:** As needed and/or December 2002

9. **ATTACHMENTS:** 3

PHILIP P. THOMAS
Chief Executive Officer

DATE

43-28

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

Attachment L:

Contract Fee Schedule

Below, is the fee schedule for the first five years of this agreement. The schedule below shall apply to all years of this use agreement.

Year	One	Two	Three	Four	Five
Daily rent when theatre is in use	\$1,334.00	\$1,334.00	\$1,334.00	\$1,334.00	\$1,334.00
Weekly rent when theatre is in use	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
Revenue Sharing Tickets (income to DVA)	5% of gross receipts, if any	5% of gross receipts, if any	5% of gross receipts, if any	5% of gross receipts, if any	5% of gross receipts, if any
Revenue Sharing (Rents) with Wadsworth Theatre Management, LLC	25% of rents collected	25% of rents collected	25% of rents collected	25% of rents collected	25% of rents collected
Revenue Sharing (Tickets) with Wadsworth Theatre Management, LLC	25% of the 5% of gross receipts, if any	25% of the 5% of gross receipts, if any	25% of the 5% of gross receipts, if any	25% of the 5% of gross receipts, if any	25% of the 5% of gross receipts, if any
No Revenue Sharing Concession Sales	No Revenue Sharing Concession Sales	No Revenue Sharing Concession Sales	No Revenue Sharing Concession Sales	No Revenue Sharing Concession Sales	No Revenue Sharing Concession Sales
No Revenue Sharing for Parking Lot usage	No Revenue Sharing for Parking Lot usage	No Revenue Sharing for Parking Lot usage	No Revenue Sharing for Parking Lot usage	No Revenue Sharing for Parking Lot usage	No Revenue Sharing for Parking Lot usage

Revenue sharing on filming agreements will be 50/50 split after expenses. Initial filming marketing expenses will be shared 50/50 as well.

Revenue sharing for events and premieres will be 50/50 split after expenses.

43-25

**Enhanced Health Care Resources Sharing Agreement
 VA Greater Los Angeles Healthcare System and
 Wadsworth Theatre Agreement Number (V691S-159)**

Settlement/Reconciliation Worksheet

Event Name	
Event Date	
Date Reconciliation Prepared	
Week Ending or Daily Performance	
Box Office Net Gross:	
5% of Gross (if any)	
Fixed Rent	
Less Booking and Management Fees due Wadsworth Theatre Management Co.	
25% of Fixed Rent	
24% of 5% of Gross:	
Total Due Management	
Recap:	
Gross Due Greater Los Angeles Healthcare System	
Gross Due Wadsworth Theatre Management Co.	
Submitted by:	
	Wadsworth Theatre Management Co. Co./Date
Reviewed and Approved by DVA	Signature/Date/Title

43-30

**Enhanced Health Care Resources Sharing Agreement
 VA Greater Los Angeles Healthcare System and
 Wadsworth Theatre Agreement Number (V691S-159)**

Presenter Settlement/Reconciliation Worksheet	
Name of Event::	
Settlement Week Ending::	
Prepared::	
Fixed Rent Fees::	
% of Gross (5%):	
Administration Fees: (due Theatre Operator):	\$4,500.00
Manager:	Included in \$4,500.00
Assistant Manager:	Included in \$4,500.00
House Manager:	Included in \$4,500.00
Accountant:	Included in \$4,500.00
Miscellaneous:	Included in \$4,500.00
Cleaning Supplies:	
Credit Card Terminal in Box Office:	
Cartage Service:	
Armored Car Pick-ups:	
Exterminator Service:	
Payroll Service::	
Telephone:	
Infra-Red Listening System:	
Xeroxing:	
Company Charges:	
Total Expenses for Presenter:	
Agreed to and Accepted by::	
House Manager	Company Manager

43-31

Attachment M

Shared Property Legal Description

43-32

Attachment N

CAPITAL IMPROVEMENTS SCHEDULE

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

Attachment "O"

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 Sharing Partner shall have up to sixty (60) days from the effective date of this Enhanced Sharing Agreement (the "Contingency Date") in which to conduct due diligence and inspect the Shared Property in order to determine (1) if the Shared Property can feasibly be utilized for the uses contemplated in the Conceptual Plan. Sharing Partner shall notify the CO of its determinations in this regard in writing on or before the Contingency Date. Sharing Partner's failure to so notify the CO shall be deemed to be a disapproval resulting in the automatic cancellation of this Enhanced Sharing Agreement. However, assuming the Sharing Partner decides to proceed, the Sharing Partner shall be deemed to have inspected and known the condition of the Shared Property, and understands that the same is hereby shared without any representations or warranty by the Government whatsoever and without obligation on the part of the Government to make any alterations, repairs, or additions thereto, prior to occupancy by Sharing Partner.
3. That no permanent alterations or improvements shall be made to the Shared Property by the Sharing Partner (other than listed in Attachment N) without the prior written consent of the CO, which consent shall not be unreasonably withheld.
4. That the Sharing Partner shall comply with all applicable laws, ordinances and regulations of the State, County and municipality wherein the Shared Property is located, with regard to construction, sanitation, licenses or permits to do business and all other matters.
5. That the right is hereby reserved to the DVA, its officers, agents, and employees to enter upon the Shared Property at any time with reasonable advance notice, except in case of an emergency, for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the DVA, and the Sharing Partner shall have no claim of any character on account thereof against the DVA or any officer, agent or employee thereof.
6. Deleted.
7. That the Sharing Partner shall neither transfer nor assign this Enhanced Sharing Agreement or any property on the Shared Property, nor sublet the Shared Property or any part thereof, or any property thereon, nor grant any privilege whatsoever in connection with this Enhanced Sharing Agreement, without submitting a request in writing 30 days in advance, for approval by the CO. The terms of this paragraph shall not apply to contracts with third parties in connection with Sharing Partner use and management of the Shared Property.
8. That in the event the DVA terminates this Enhanced Sharing Agreement, prior to the date of expiration thereof, an equitable adjustment in the rent, utilities or services paid or thereafter to be paid under this Enhanced Sharing Agreement shall be made, in addition to any other obligations of the DVA required hereunder.

43-34

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

9. That if the Shared Property is destroyed by fire or other casualty so as to render the Shared Property untenable, Sharing Partner may terminate this Enhanced Sharing Agreement in its entirety by serving written notice upon the VA within thirty (30) days or in part, by supplemental agreement hereto, if approved by the CO.
10. That any property of the DVA damaged or destroyed by the Sharing Partner incident to the Sharing Partner's use and occupation of the Shared Property shall be promptly repaired or replaced by the Sharing Partner to the satisfaction of the CO or, in lieu of such repair or replacement, the Sharing Partner shall, if so required by the DVA, pay to the DVA money in an amount sufficient to compensate for the loss sustained by the DVA by reason of damages to or destruction of DVA property, only as respects equipment. The Sharing Partner shall make all payments payable to VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES AGENT CASHIER. Payment(s) shall be in the form of a certified or cashier's check, bank draft, US Post Office money order or US currency and delivered to VA Greater Los Angeles Healthcare System, West Los Angeles; Attention: Agent Cashier, 11301 Wilshire Blvd., Bldg. 500, Los Angeles, CA 90073.
11. That the Sharing Partner shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or similar substances from the ground, except in the exercise of mineral rights theretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the Shared Property, except changes required in connection with the development of the Wadsworth Theatre and the Parking.
12. That, on or before the date of expiration of this Enhanced Sharing 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.
13. That no member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Enhanced Sharing Agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the Enhanced Sharing Agreement be for the general benefit of such corporation or company.
14. That the Sharing Partner warrants that no person or selling agency has been employed or retained to solicit or secure this Enhanced Sharing Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the DVA shall have the right to annul this Enhanced Sharing Agreement without liability or in its discretion to require the Sharing Partner to pay, in addition to the Enhanced Sharing Agreement rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.
15. If this Enhanced Sharing Agreement has been negotiated without advertising, the Sharing Partner agrees that the Comptroller General of the United States, the Administrator of Veterans Affairs or any of their duly authorized representatives shall, until expiration of three years after final payment under this Enhanced Sharing Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of this Enhanced Sharing Agreement involving transactions related to this Enhanced Sharing Agreement.
16. The Sharing Partner further agrees to include in all his subcontracts hereunder, if any, a provision to the effect that the subcontractor agrees that the Comptroller General of the United States, the Administrator of Veterans Affairs, or their representatives shall, until the expiration of three years after final payment under this Enhanced Sharing Agreement with the DVA, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract.

43-35

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

36

17. That the Sharing Partner shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments and similar charges, which at any time during the term of this Enhanced Sharing Agreement, may be taxed, assessed or imposed upon the DVA or upon the Sharing Partner with respect to or upon the Shared Property. In the event any taxes, assessments, or similar charges are imposed with the consent of the Congress upon property owned by the Government and included in this Enhanced Sharing Agreement (as opposed to the interest of the Sharing Partner in said property), this Enhanced Sharing Agreement shall be renegotiated so as to accomplish an equitable reduction in the rental provided above, which shall not be greater than the difference between the amount of such taxes, assessments or similar charges which were imposed upon such Sharing Partner with respect to its interest in the Shared Property as a result of this Enhanced Sharing Agreement prior to the granting of such consent by the Congress; provided that in the event that the parties thereto are unable to agree within 90 days from the date of the imposition of such taxes, assessment or similar charges on a rental which in the opinion of the CO, constitutes a reasonable return to the Government on the Shared Property, then in such event, the CO shall have the right to determine the amount of the rental, which determination shall be binding on the Sharing Partner subject to appeal.
18. **Contract Disputes Clause:** this Enhanced Sharing Agreement shall be subject to the Contract Disputes Clause attached hereto and made a part hereof as Attachment R.
19. 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 52.222-28, Equal Opportunity, a copy of which is attached hereto as Attachment P, and made part hereof.
20. This Enhanced Sharing Agreement is not subject to the reporting requirements of 38 U.S. Code 5022(a)(2)(A).
21. In the event of a conflict between terms of the Attachments and the provisions of this Enhanced Sharing Agreement, the terms of the Attachments shall control.

43-36

**ATTACHMENT P
EQUAL OPPORTUNITY (52.222-26)**

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

During performing this Contract, the Contractor agrees as follows:

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

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

The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Contractor shall furnish to the contracting agency all information required by the Executive Order 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor. Standard Form 100 (Eeo-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations and orders.

If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

38

In Executive Order 11246, as amended, the rules regulations, and orders of the secretary of labor, or as otherwise provided by law.

The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontract or vendor.

The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

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

43-38

Attachment Q

LIABILITY INFORMATION

1. That the use and occupancy of the Shared Property shall be subject to the general supervision and approval of the DVA Medical Center Director and to such rules and regulations as may be prescribed by him/her from time to time, provided that such rules and regulations do not interfere with the purpose for which this Enhanced Sharing Agreement is granted. However, at no time will the Sharing Partner conduct any activity or event that is deemed adverse to the interests of the United States Government (the "Government") or to the mission and program responsibilities of the DVA. Disputes to what rules and regulations constitute interference with use and occupancy of the Shared Property shall be subject to Contract Disputes Clause 52.233-1.
2. Deleted.
3. That the Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupancy of the Shared Property, or for damages to property of the Sharing Partner or for injuries to the person of the Sharing Partner (if an individual), or for damages to the property or injuries to the person of Sharing Partner's officers, agents, servants or employees or others who may be on the Shared Property at their invitation or the invitation of anyone of them arising from Governmental activities, save and except that such provisions shall not apply to damage to property or injuries to persons that result from or is caused by the negligent or intentional acts or omissions of the Government. The Sharing Partner shall indemnify and hold the Government harmless from any and all claims resulting from the negligent acts or omissions of the Sharing Partner, its officers, agents, students, employees, guests or invitees other than those who are DVA employees, patients and necessary attendants of guests. The Sharing Partner's indemnification of the Government, however, shall only apply in proportion to and to the extent of such acts or omissions.

ATTACHMENT R
DISPUTES (52.233-1)

This Contract is subject to the Contract Disputes Act of 1978, as amended (4) U.S.C. 801-813.

Except as provided in the Act, all disputes arising under or relating to this Contract shall be resolved under this clause.

"Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by Brentwood School (hereinafter referred to as the "Contractor") seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

A claim by the Contractor shall be made in writing and submitted to the CO for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the CO.

Contractor shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim, exceeding \$50,000; or regardless of the amount claimed, when using arbitration conducted pursuant to 5 U.S.C. 575-580; or any other alternative means of Dispute Resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

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

For Contractor claims of \$50,000 or less, the CO must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the CO must within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

43-40

**Enhanced Health Care Resources Sharing Agreement
VA Greater Los Angeles Healthcare System and
Wadsworth Theatre Agreement Number (V691S-159)**

41

The CO's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

At the time a claim by the contractor is submitted to the CO or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. When using arbitration pursuant to 5 U.S.C. 575-580 or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause and executed in accordance with subparagraph (d) (3) of this clause.

The Government shall pay interest on the amount found due and unpaid from (1) the date the CO receives the claim (certified, if required); or (2) the date the payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the CO initially receives the claim. Simple interest in claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the CO received the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.

The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal or action arising under the Contract, and comply with any decision of the CO.

43-41

Attachment S:

Capital Improvement Amortization Schedule

43-42