



450 N. CRESCENT PARKING OPERATIONS PLAN

1.0 OVERVIEW

This plan is the “Parking Operations Plan” (**Plan**) required by that certain Parking Lease by and among the City of Beverly Hills (**City**) and the Wallis Annenberg Center for the Performing Arts (**Center**).

The purpose of the Plan is to set forth operating conduct, but may be changed based on operational needs of the City or at the request of the Center and with the agreement of the City. The Plan is intended to set forth an operating plan to describe how the 450 N. Crescent parking garage (**Facility**) will be operated in order to accommodate the parking needs of the Center and the City. Furthermore, the City intends to privatize the operation and engage a Facility (Operator) for all parking related operations of the Facility, which shall include the following:

- A. Public self-parking and attendant-assisted parking;
- B. Public contract parking;
- C. Center employee self-parking;
- D. Center guest and patron self-parking;
- E. Patron vehicles that result from the “Event Valet Parking” operation.

Any discrepancies or conflicts between this Parking Operations Plan and the Lease shall be governed by the Lease.

2.0 DEFINITIONS

The following words, terms and phrases, as used in this Parking Operations Plan, shall have the same meaning as the definitions provided in the Lease:

“Wallis Annenberg Center”

“City”

“Parking Authority”

“Lease”

“Parking Operations Plan”

“Public Garage”

The following words, terms and phrases, as used in this Parking Operations Plan, are not defined elsewhere and shall have the following meanings:

“Grace Period” shall mean the time period (reasonably determined by the City) within which a ticket must be processed at the defined parking equipment locations in order for the PARCS to register a transaction as valid and provide the appropriate privileges.

“Event Parker” shall mean a customer that uses the Center in connection with a planned special event or performance and parks in the Facility.

“Event Valet Parking” shall mean the valet parking operation conducted for the benefit of the Center in connection with any event or performance.

“Nesting” shall mean that method of restricting parkers to a designated area and controlling and monitoring their activity within the designated area through the use of the access control equipment used to segregate various parking areas within the Facility.

“Operator” shall mean the entity that has been authorized by the City to manage the operation of the Facility. This may be a third party parking management company, the Parking Authority, the City of Beverly Hills or any combination thereof.

“Passback” shall mean that customers using an access control device to gain access through barrier gates shall enter and exit in sequential order (e.g. entry then exit, or exit then entry). Customers that use their access control device out of sequential order (e.g. entry then entry, or exit then exit) shall be denied access into the Facility.

“Center Spaces” language explaining the Centers ability to purchase spaces.

“Contract Parker” shall mean customers of the Facility that are sold a parking privilege on a monthly basis, for a predetermined monthly fee.

“Employee Parker” shall mean employees of the Center and the associated or referenced parking privileges.

“PARCS” shall mean the Parking Access and Revenue Control System equipment which includes, but is not limited to, barrier gates, entry/exit stations, access control devices, fee computers, automatic payment stations, and the software which operates such system.

“Self-Parker” shall mean a customer that parks their own vehicle in the Facility.

“Daily Parker” shall mean a customer that takes a ticket to enter the Facility and pays the posted daily parking fee upon exiting.

“Attendant Assist Parking” shall mean when the Facility is at or near capacity, an attendant will be stationed within the Facility to take customer keys and stack-park customer vehicles in the drive aisles in an effort increase the parking capacity.

3.0 PARKING ASSIGNMENTS

Parking spaces within the Facility shall be available on a first come, first serve basis. The City shall have the right to designate and establish spaces for Center employee (nested or valet) parking, and any other designation the City determines is necessary to ensure the first-class operation of the Facility.

- A. City may provide a limited number of short-term parking spaces on Level P1 near the pedestrian egress area for Center visitor parking. Such spaces shall be intended for use by those purchasing tickets, picking up tickets or other short-term high-turnover needs.
- B. Center employee parking shall be on Level P2 and shall be in tandem spaces as designated by the City. The City may provide a limited number of aisle-side spaces for Center employees engaged in the regular use of a vehicle for Center business.
- C. Valet parking shall be on the Level P2 and shall utilize the spaces nearest the designated valet parking ramp.
- D. Contract parking may be restricted to Level P2 for the purpose of providing more convenient spaces for daily parkers on Level P1; additionally, contract parking may be sold in reserved tandem.
- E. The Center shall have the right to “purchase” parking spaces as defined in the lease or as follows:
 - i. The use of **XXX** spaces from 11:00 AM until 3:00 PM (Monday thru Saturday);
 - ii. The use of **XXX** spaces during all other days and times of operation;
 - iii. Spaces defined herein for use by the Center or its customers shall be counted toward the use of those purchased spaces.

4.0 VEHICULAR ACCESS

The following provides the terms of parking access for each end-user group referred to herein.

- A. Level P1 enters from South Santa Monica Boulevard or from Crescent Drive and is an all access area.
- B. Level P2 enters from the Level P1 internal ramp and access is for all public parking.
- C. Level P2 will also be used for designated event valet parking, which may enter from the speed ramp located on the N/E corner of the Center.

City and Center representatives shall initially meet subsequent to planned Events to review and discuss parking operations procedures for the purpose of providing for the safe and efficient operation of the Facility consistent with the Lease and needs of the City and Center. Once operation is stabilized, the City and Center shall meet no less than twice per year to discuss operational matters.

5.0 PARKING ACCESS AND REVENUE CONTROL EQUIPMENT

A detailed list of PARCS equipment, along with a plan showing the location of same will be provided to the Center. Such equipment (e.g. proximity card readers) may from time-to-time be changed (at the discretion of the City) so long as the PARCS equipment implemented after any such change provides access consistent with the services offered at the Center. To the extent any such change adversely affects parking for the Center; City shall work to restore the prior level of service; moreover, any such change to the equipment shall not affect access privileges. All PARCS equipment for the Public Garage will be selected and/or approved and maintained by the City. If the City upgrades or otherwise modifies its PARCS equipment in a manner that reasonably requires updating or other modification of the equipment for the Center that is integrated with the City's equipment, then the Center shall at its expense, cause its parking equipment to be upgraded or otherwise modified in a manner that reasonably accommodates and works with the upgraded or modified City equipment.

Any additional PARCS equipment the Center desires to install with respect to the Facility shall be paid for and maintained by the Center and shall require the approval of the City prior to installation (which approval shall not be unreasonably withheld).

- A. Access to P1 - Each entrance lane on P1 will be equipped with a ticket dispenser, access control readers and an entrance barrier gate.
 - i. Non-Event Operations - Transient public parking patrons will access the public spaces on P1 by pulling a ticket from the ticket dispenser, which will activate the entrance barrier gate. The ticket will be retained by the patron for collection at exit. Contract patrons will be issued proximity cards by the City that will activate the entrance barrier gate. Center employees, authorized by the City/Center to park in the Facility, will also be issued proximity cards that will activate such entrance barrier gate.
 - ii. Event Operations – Approximately 1-2 hours prior to the event start time, transient patrons will access the public spaces on P1 by pre-paying for parking by either using a credit card at the entry column or by paying cash to the parking attendant stationed at the lane. When paying the entry column, the patron will press the ticket button, a fee will be displayed on the column, the patron will insert their credit card, a ticket and receipt will be dispensed, and a gate will open. The ticket will be retained by the patron for collection at exit. When paying a parking attendant, the attendants may be stationed 2 or 3 deep to accommodate the incoming crowd. Attendants will have pre-printed tickets, for which a patron will remit payment in cash. The ticket will then be inserted into the entry column, returned to the patron and the gate will be vended. The ticket will be retained by the patron for collection at exit.
- B. Access to P2 - Access from P1 shall be free-flowing, and access from the speed ramp will be closed during non-valet. During valet operations, there will be one-way ingress during the pre-show arrivals, which shall be for use by the Operator only. The speed ramp may have physical barriers (gate arms) and light indicators at each end of the ramp to indicate the direction of travel on the ramp and to prevent the general public from its use. Barriers will auto-vend when a

vehicle is present on the loop detector in the permitted direction of the one-way travel.

- C. Egress from P1 - Each exit lane on P1 will be equipped with an exit column, access control readers and an exit barrier gate.
 - i. Non-Event Operations - Transient self-park patrons will be required to pay for their parking at an automated pay station (APS) placed near the elevators on levels P1 and P2 prior to returning to the vehicle. Patron will insert their parking ticket into the APS, which shall display the parking fee owed. If the ticket has been validated, the amount of the validation will be automatically deducted from the fee owed. If the ticket is validated for the full amount of the fee owed or if the patron has parked for less time than is allowed under the applicable self-park grace period, there will be no charge. Once the parking fee is satisfied with cash or via credit card at the APS, the patron will receive an exit ticket that will be inserted into an exit machine at the exit barrier gate on P1, verified as paid, and allow the patron to exit the facility. The exit ticket will be deactivated by the system; however, the patron will be required to pay additional parking fees if the exit ticket was not used within the time allowed after payment was exceeded. Contract parkers will utilize their proximity card to exit the facility
 - ii. Event Operations – Exit barriers will be kept in the down position until an event has ended. Patrons exiting prior to the end of an event that remitted payment at time of entry will use their entrance ticket to exit the facility. The entrance ticket will be inserted into the exit column and the gate will be vended. Patrons that entered prior to the start of the pre-pay parking operation will be required to follow the non-event operations plan. Once the event ends and egress begins, staff will open the exit barriers and manually collect tickets from patrons. If problems develop with customers that parked prior to the conversion to pay-on-entry, further measures will be instituted to ensure that these persons remit payment for the correct parking fee due. Specific measures could include preparing a log of all license numbers of vehicles in the Public Garage prior to the conversion to pay-on-entry, or marking of vehicles. Contract parkers will utilize their proximity card to exit the facility.

6.0 PUBLIC GARAGE OPERATIONS

- A. Staffing for the Public Garage will consist of parking attendants hired and controlled by the Operator for attendant assisted parking and/or mechanical life parking.
- B. Staffing for event valet operations will consist of valet attendants hired and controlled by the Operator.
- C. The cost of the valet services provided for the Center shall be 100% recoverable by the City. If services are provided and the full cost is not recovered from the fees assessed for event parking, the Center shall pay the difference between the cost of services and the amount collected for the Center event.

- D. Operator's staff shall include attendants on P1 and P2, and may include attendant(s) who monitor the APS machines, assist with tandem or stacked parking and collect revenue upon entry.
- E. The City shall at its sole discretion, determine the need for and employ traffic direction personnel to assist during peak ingress and egress periods, on an as-needed basis.
- F. The cost of any additional services performed at the request of the Center shall be reimbursed by the Center.
- G. The following shall apply with regard to the fees charged to park in the Facility:
 - i. Rates shall be established by the City pursuant to the Schedule of Fines, Fees and Charges, and shall be determined at the sole discretion of the City.
 - ii. Rates for the Facility are as follows:
 - Vehicles Entering before 6 PM:
 - \$1.00 per for the First Hour;
 - \$1.00 for the Second Hour;
 - \$3.00 Per ½ Hour or portion thereof, thereafter
 - \$22.00 Daily Maximum;
 - \$5.00 Flat Rate after 6 PM (Non-event rate);
 - ~~XX.00~~ Surcharge for vehicles remaining after 6 PM (Event rate);
 - ~~XX.00~~ Flat Rate after 6 PM (Event rate);
 - ~~XX.00~~ Flat Rate after 6 PM Valet (Event rate);
 - \$75.00 Contract parking (per month).

7.0 SHARED PARKING OPERATIONS

- A. Center shall have the right to purchase parking in the Facility as defined in the Lease and/or herein.
 - i. TERMS – Center shall have the right to purchase the use of up to ~~XXX~~ spaces during normal garage operations. Additional fees shall apply if use of the spaces is outside normal hours of operations established by the City;
 - ii. Center shall have the right to purchase the use of up to ~~XXX~~ spaces during the City's non-peak periods in a manner and number to be determined and verified by the City (at a minimum, the City shall retain all rights between 3

PM and 6 PM, and Center shall have the right to purchase unrestricted use of additional spaces after 6 PM.);

- iii. Use of spaces shall not constitute a specific space; only the use of available spaces;
 - iv. City shall solely determine availability during non-peak hours, based on regular and ongoing use (e.g. since the City knows use begins to lessen after 3 PM, City may sell additional spaces over the ~~XXX~~ threshold. However, not all additional spaces may be available at 3 PM; therefore, the City may not be able to accommodate sale of all additional spaces. While the City may be able to accommodate additional spaces after 3 PM and thereafter until peak attendance has vacated the Facility, the City does not want to encourage peak hour customers to vacate prior to 6 PM, which is the current time observed in neighboring facilities.
- B. Contract parking may be limited on event dates such that parkers shall be penalized for remaining in the Facility on some specified dates. City shall allow ingress and egress of contract parkers with the application of a penalty to be assessed and collected with the payment for the contract parking privilege (access privileges may also be disabled so ingress and egress ability is not provided and in some instances; access shall be treated as an expectation transaction, with all fees and associated penalties applied.)

The City can provide alternative parking locations, which may include Beverly/Canon, 333 N Crescent and the Civic Center facilities for those with contract privileges at the Facility; as the aforementioned locations can accommodate, alone or in combination, contract parkers during non-peak hours.

- C. When, in the sole judgment of the City, the parking demand for the Center exceeds its rights to purchase space in the Facility, the Center shall demonstrate to the City the ability to accommodate such demand off-site. These occurrences may include, but are not limited to the following:
- i. Relocating employee parking to an off-site location to make available additional spaces to meet the demand in the Facility.
 - ii. Providing pre-sold valet parking at a cost to the customer that is the same or below the cost of parking on-site with the valet storage off-site.
 - iii. Pre-sell parking to an off-site location at the time performance tickets are sold to ensure the customer has already paid for parking at an alternate location. The method and cost shall be determined by the City, in conjunction with the Center (e.g. parking fee may be added on a per-ticket basis and parking vouchers distributed for such ticket purchases).
 - iv. At all times, the City shall calculate the need for off-site parking by taking into account a certain number of “walk-up” ticket sales that will not have purchased or have been directed by other means to off-site parking locations.

By holding this space open, the City may ensure that the Center does not unintentionally underestimate the number of on-site spaces required (i.e. this may be calculated by taking an average from multiple events of the percentage of walk-up ticket purchases in relationship to the total number of pre-sold tickets). Categories may be established to better estimate the percentage based on the type of event and the schedule of the production (i.e. a Tier 1, Opening night, Tier 1 regular performance, Tier 1 Matinee, and so on through the various Tiers of events).

- D. The Center shall deliver to the City, at least 20 days prior to events the following:
- i. List of events and the projected attendance and/or pre-sale of tickets; information shall be updated weekly;
 - ii. Estimated number of vehicles projected for the events;
 - iii. Number of spaces the Center wishes to exercise its right to use by event;
 - iv. Events in which the Center's parking demand exceeds the space use rights and the alternative parking arrangements proposed (City shall have the right to approve such arrangements) an established agreed upon plan may constitute such an arrangement without additional approvals by individual event;
 - v. Number of spaces for which the Center shall pay the City directly (e.g. employee parking or pre-sold events);
 - vi. Information provided regarding events shall contain the following: name, date, day of week and time of day.
- E. Subsequent to each event, the Center shall prepare and provide the City an event history report that provides the following:
- i. Name of the event;
 - ii. Type of event;
 - iii. Date and time of event;
 - iv. Projected ticket count and number of attendees previously submitted to City;
 - v. Final ticket count and number of actual attendees;
 - vi. Projected number of vehicles to be parked and/or pre-sold previously submitted to City;
 - vii. Actual number of vehicles pre-sold.

All reports submitted shall be considered by the Operator in determining use of the shared parking areas on future event dates.

8.0 PASSBACK VIOLATIONS

- A. Center users with access privileges (e.g. employees or patrons), shall be required to access all designated barrier gates in the sequence determined by the Operator. The purpose for such barrier gates and sequences is to ensure that the issued access control device is used only for the vehicle for which it is authorized and that such vehicle is parked only within the assigned or designated area.
- B. The Public Garage parking access and revenue control system shall be set in either “soft” or “hard” anti-passback mode, as deemed appropriate by the Operator:
 - i. Soft - violators will be able to enter and exit the Facility even if they are in violation; the Facility parking system software will record all such violations. Center will be invoiced at the daily maximum rate for each violation in addition to any payment for legitimate usage. Non-payment of any such invoice may result in the suspension of access privileges for the associated access control device until such time as the Center can demonstrate to the City’s satisfaction that the situation has been cured. During the suspension period, the posted rates shall be paid per use and shall not be refundable.
 - ii. Hard – violators will not be able to enter/exit the Public Garage with the use of the access control device and shall be subject to the posted rates, payable by the means and methods described herein. Payments under these terms shall not be refundable; non-payment of such fees may result in the suspension of access privileges for the associated access control device until such time as the Center can demonstrate to the City’s satisfaction that the situation has been cured.
 - iii. City shall reserve the right to refuse access privileges (by access device or ticket) to a single or group of individual(s) based on repeated violations of any operating regulations of the Facility.

9.0 MINIMUM PERFORMANCE REQUIREMENTS

- A. In recognition of the City operating the Facility on behalf of the Center, the Center shall guarantee the following:
 - i. A minimum of **XX** performances annually.
 - ii. Performances shall have a minimum of **XX** number of attendees.
 - iii. City shall have the right of first refusal on parking services and accommodations before the Center may use an alternative location and/or Operator.

10.0 RIGHT TO AUDIT

- A. In recognition of the City operating the Facility on behalf of the Center, the City's need to determine demand generated by various events to protect the City's capacity for public usage, the City shall have the right to audit the following:
 - i. Performance schedule;
 - ii. Ticket drop;
 - iii. Pre-sold parking receipts.
- B. City shall retain the authority to audit, examine and review excerpts or transcripts from records, including but not limited to all materials, records and other documents or statistical data relating to Center parking.

The aforementioned records and all source documents including but not limited to tickets/ticket stubs and other related records shall be retained by the Center for a period of not less than (2) two-years, or until the examination of the source documents are completed and audit reports are finalized.

- C. In the event City discovers unreported activity during the examination and audit, the Center shall pay City a penalty of \$500.00 (Five Hundred Dollars) for each incident. This Agreement may also be terminated as a result of any unreported revenue.