

APPROVED

MAY 06 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-081

DATE May 06, 2021

C.D. VARIOUS

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS LOCATIONS – PROPOSED AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE USE OF FOUR DEPARTMENT OF RECREATION AND PARKS (RAP) FACILITIES TO HOST VOTING CENTERS FOR THE UPCOMING ASSEMBLY DISTRICT 54 SPECIAL ELECTIONS – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE OF A PERMIT TO USE AN EXISTING FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

| | | | |
|-----------|-------|------------------------------|-----------|
| AP Diaz | _____ | M. Rudnick | _____ |
| H. Fujita | _____ | <i>for</i> *C. Santo Domingo | <u>DF</u> |
| J. Kim | _____ | N. Williams | _____ |

M. Shue
General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President *Sylvia Pateras* Board Secretary *H. Arriaga*

RECOMMENDATIONS

1. Find that the use of four (4) Department of Recreation and Parks (RAP) facilities, identified in Attachment 1 (Facilities), to host voting centers open to the public during the election dates set forth in Attachment 1 is consistent with the use of the RAP facilities for park purposes;
2. Approve the proposed Vote Center Facility Use Agreement (Attachment 2) (Use Agreement), substantially in the form as attached to this Report, with the Los Angeles County Registrar-Recorder/County Clerk for the use of the four (4) RAP facilities set forth in Attachment 1 to host voting centers open to the public;
3. Approve the hosting of voting centers on four (4) RAP facilities as listed in Attachment 1;

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4. Authorize RAP's General Manager or designee to execute the Use Agreement upon the completion of all required approvals and to amend the Use Agreement as necessary to reflect any modifications in operational support to be given by RAP Staff at the Facilities as may be determined by the General Manager to be in the best interests of RAP;
5. Determine that the proposed Project, consisting of the issuance of a permit to use an existing facility involving negligible or no expansion of use, is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance of a permit to use an existing facility involving negligible or no expansion of use] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines and direct RAP Staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
6. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,
7. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

On September 17, 2020, the Board of Recreation and Park Commissioners (Board), through Report No. 20-180, approved a Ballot Drop Box Use Agreement with the Los Angeles County Registrar-Recorder/County Clerk (RR/CC) which allowed the use of forty-five (45) RAP facilities as host locations for the installation of Vote Ballot Drop Boxes to improve voter experience in the November 3, 2020 Presidential General Election and beyond. On October 15, 2020, the Board, through Report No. 20-206, approved the use of thirty-four (34) RAP facilities as Voting Centers for the 2020 Presidential General Election.

In this Report, RAP Staff recommends the approval of the use of four (4) RAP facilities for the upcoming Assembly District 54 Special Primary Elections on May 18, 2021 and July 20, 2021. All four (4) RAP facilities are anticipated to be used for the May election, while two (2) facilities will be used in June. The dates that each facility will be utilized are listed in Attachment 2. RAP Staff also recommends RAP's General Manager, or designee, be authorized to amend the proposed Use Agreement to address any modifications in operational support to be given by RAP at the Voting Centers as may be deemed in the best interests of RAP.

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Vote Center Facility Use Agreement

Working with RAP staff, RR/CC has identified four (4) RAP facilities as suitable for Voting Center use. Generally, facilities with gymnasiums or community rooms are considered ideal. Restrooms and air conditioning/heating, when available, are also preferred. The term of the proposed Vote Center Facility Use Agreement (Use Agreement) shall expire July 31, 2021 for set-up, election day, and tear-down. Similar to the previous Vote Center Facility Use Agreement, all costs incurred by RAP for use of the Facilities as Voting Centers will be reimbursed by RR/CC. These include staff costs related to opening and closing the Voting Centers and maintaining the restrooms during the election.

ENVIRONMENTAL IMPACT

The proposed Project consists of issuance of a permit to use an existing facility involving negligible or no expansion of use. As such, RAP Staff recommends the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines. RAP Staff will file a Notice of Exemption with the Los Angeles County Clerk upon the Board's approval.

FISCAL IMPACT

All costs related to the work for the operation and maintenance of the Voting Centers will be the responsibility of RR/CC. There is no fiscal impact to RAP's General Fund as a result of the approval of this Report.

This Report was prepared by Ligaya Khennavong, Management Assistant, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) List of Vote Centers in Park Facilities
- 2) Proposed Vote Center Facility Use Agreement with RR/CC

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS VOTE CENTERS

CONTACT INFORMATION FOR EACH PARK REGION

PACIFIC: DEANNE DEDMON (310-548-7643)
 WEST/VENICE: SONYA YOUNG-JIMENEZ (213-312-7966)
 VALLEY: ROB DEHART (818-756-8060)

| VC Name | Room | Address | City | Zip | Contact | May Election | June Election |
|------------------------------------|-----------------|-------------------------|-------------|------------|-----------------------|---------------------|----------------------|
| Felicia Mahood Multipurpose Center | Lobby | 11338 Santa Monica Blvd | Los Angeles | 90025 | Valley or West/Venice | May 6 – May 19 | July 8 – July 21 |
| Barrington Recreation Center | Gymnasium | 333 S Barrington Ave | Los Angeles | 90049 | Valley or West/Venice | May 14 – May 19 | Not Available |
| Mar Vista Recreation Center | Large Gymnasium | 11430 Woodbine St | Los Angeles | 90066 | Valley or West/Venice | May 14 – May 19 | Not Available |
| Vineyard Recreation Center | Gymnasium | 2942 Vineyard Ave | Los Angeles | 90016 | Pacific | May 14 – May 19 | July 16 – July 21 |



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

VOTE CENTER FACILITY USE AGREEMENT

Agreement and authorization is granted by the **City of Los Angeles Department of Recreation and Parks** ("Host") to the **Los Angeles County Registrar-Recorder/County Clerk** ("RR/CC") for the lease and use of the designated facility spaces specified in Exhibit "A".

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this ____ day of _____ 2021 upon the execution hereof by the Parties and shall expire on July 31, 2021, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

Use of Facilities: Host permits access to the gymnasiums or community rooms, and bathrooms in each facility identified in Exhibit "A" (collectively referenced as "Facilities") and waives any payment for use of these spaces other than associated staff time detailed below.

Access Schedule: RR/CC may access the Facilities as follows:

Primary Election:

11-Day Vote Center Schedule

| | |
|--|--------------------------------------|
| Equipment Delivery & Set-Up (exclusive access begins) | May 6, 2021; 8:00AM to 8:00PM |
| Election Worker Pre-check Day | May 7, 2021; 12:00PM to 5:00PM |
| Voting Period | May 8-May 17, 2020; 9:00AM to 8:00PM |
| Election Day | May 18, 2021; 6:00AM to 9:00PM |
| Vote Center Breakdown & Equipment Pick-up (exclusive access ends) | May 19, 2021; 8:00AM to 8:00PM |

Election 1-Day Vote Center Schedule

| | |
|--|---------------------------------|
| Equipment Delivery & Set-Up (exclusive access begins) | May 14, 2021; 8:00AM to 8:00PM |
| Election Worker Pre-check Day | May 17, 2020; 12:00PM to 5:00PM |

| | |
|--|--------------------------------|
| Election Day | May 18, 2021; 6:00AM to 9:00PM |
| Vote Center Breakdown & Equipment Pick-up (exclusive access ends) | May 19, 2021; 8:00AM to 8:00PM |

General/Run-off Election:
11-Day Vote Center Schedule

| | |
|--|---|
| Equipment Delivery & Set-Up (exclusive access begins) | July 8, 2021; 8:00AM to 8:00PM |
| Election Worker Pre-check Day | July 9, 2021; 12:00PM to 5:00PM |
| Voting Period | July 10 – July 19, 2020; 9:00AM to 8:00PM |
| Election Day | July 20, 2021; 6:00AM to 9:00PM |
| Vote Center Breakdown & Equipment Pick-up (exclusive access ends) | July 21, 2021; 8:00AM to 8:00PM |

Election 1-Day Vote Center Schedule

| | |
|--|----------------------------------|
| Equipment Delivery & Set-Up (exclusive access begins) | July 16, 2021; 8:00AM to 8:00PM |
| Election Worker Pre-check Day | July 19, 2020; 12:00PM to 5:00PM |
| Election Day | July 20, 2021; 6:00AM to 9:00PM |
| Vote Center Breakdown & Equipment Pick-up (exclusive access ends) | July 21, 2021; 8:00AM to 8:00PM |

From May 6, 2021 to May 19, 2021 and July 8, 2021 to July 21, 2021, RR/CC shall have exclusive access and use of the Facilities for operation of vote centers. At all times, Host maintenance staff shall have access to the Facilities to support operations and Host staff will have access and use of staff offices at Facility sites, although not access to gymnasiums or community rooms in which a vote center operates.

Host acknowledges that public voting hours may be extended due to long lines. Pursuant to California Elections Code, any voter in line at the time of closing shall be provided the opportunity to receive and cast a ballot. Any Host staff overtime costs incurred as a result shall be billed to RR/CC and paid by RR/CC as stated below.

RR/CC will coordinate with the City’s Superintendents of Recreation identified at Exhibit “A” to identify in advance the dates and details of delivery of vote center materials to each of the Facilities to avoid undue interference with Host operations. Host agrees that the individuals

identified on Exhibit "A" shall be available to RR/CC to coordinate vote center set up, break down, access, staff support, or any other emergency or unforeseen circumstances arising at the vote center during the access period. In the event any designated individual on Exhibit "A" becomes unavailable to communicate and coordinate with RR/CC, another individual on Exhibit "A" or other designee shall be immediately designated as the replacement contact to communicate and coordinate with RR/CC on corresponding vote center locations. RR/CC will contact Host within two weeks of the Equipment Delivery & Set-Up date to confirm access to the designated space.

Facility Requirements:

Host will ensure each designated space is free from any activity during the mutually agreed upon access schedule as set forth herein and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff. Host staff will open and close each Facility each day.

Beginning at the start of the access period for each designate space, RR/CC may ensure the space is free from all tables, chairs and other equipment unless use of existing furniture or equipment is informally mutually agreed upon by both parties.

Except for emergency access, Host will ensure that at times RR/CC is not on precise premises for each designated space during the access period, access to each designated space is restricted only to those persons for whom RR/CC has given prior approval. Host will alert RR/CC to any emergency access as soon as possible.

Host will ensure that any network configuration and technical equipment installed by RR/CC in preparation for the election remains unmodified for the period designated in the access schedule of the corresponding Vote Center Election Plan. Host, in collaboration with the City of Los Angeles Information Technology Agency ("ITA") shall provide RR/CC internet access at vote center Facilities via the City Network infrastructure. ITA and Host will charge RR/CC and RR/CC shall reimburse ITA and Host for the cost of labor, materials, and equipment for this support. Host does not guarantee that the City's technology infrastructure will be sufficient to meet the needs of RR/CC.

RR/CC shall be responsible for the Host's cost to repair any damage to a designated facility during its use by RR/CC, including all labor and materials, at Host's cost.

Host staff costs:

RR/CC shall reimburse Host for Host staff costs for all set-up and tear-down work at each designated Facility and all other work required at each site during RR/CC's use of the Facility. Host expects maintenance, recreation, security or and other staff on site at a Facility will be required to support vote center operations. Host staff time is billed at \$38.00 per hour per staff member. Should Host staff be required to work overtime due to extended vote center operations on election day, that staff overtime is billed at time and a half.

An invoice must be submitted to RR/CC after the election showing the breakdown of costs.

Host shall provide RR/CC with detailed invoices for any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to the Facilities.

Health and Safety Plan

The Safe Election Plan (Exhibit C) describes how RR/CC will ensure that public health guidelines are adhered to in all vote centers across LA County from the beginning of equipment set-up, during the voting period and through the breakdown of the vote center. COVID-19 Responsibilities (Exhibit B) outlines the expectations for RR/CC and facility staff in maintaining the cleanliness of the vote center and to safeguard voter, election worker, and Host staff/user health.

Primary Contacts:

The Host's Primary Contact concerning the terms of this Agreement is Darryl Ford, Superintendent of Planning and Construction for the City of Los Angeles Department of Recreation and Parks, (213) 202-2607, Darryl.Ford@lacity.org.

Host contact for on-site operations at each facility is the regional Superintendent of Recreation responsible for the facility as shown at Exhibit "A." These Superintendents' are the Hosts' contacts for both business and weekend/non-business hours related to facility access, vote center set up and breakdown, emergency and technical operations to be included in the Vote Center Election Plan for each designated space.

The RR/CC's contacts for this Agreement are:

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|---|-------------------------------|-------------------|--------------|
| <i>Primary Contact Name</i> | Jazmin Lucero | Phone # | 562-832-1055 |
| | jlucero@rrcc.lacounty.gov | Alternate Phone # | 562-347-2447 |
| <i>IT Contact Name</i> | Shannon Gadson | Phone # | 562-462-2826 |
| | sgadson@rrcc.lacounty.gov | Alternate Phone # | 562-277-2118 |
| <i>After Hours/Emergency Contact Name</i> | Jaime Young | Phone # | 562-347-2447 |
| | votecenters@rrcc.lacounty.gov | Alternate Phone # | 562-229-8865 |

Parking Requirements: RR/CC staff and volunteers are not authorized to utilized parking spaces designed for use by Host staff. RR/CC may utilize other available parking spaces, and a waiver of any parking fees will apply for RR/CC staff and voters at each of the Facilities.

Promotions and Political Material: Host agrees RR/CC may remove any political campaign signage or literature and will allow RR/CC to prevent engagement in audible dissemination of electioneering information within 100 feet of a designated voting space. Host agrees not to conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. For avoidance of doubt, Host and RR/CC stipulate that the novel coronavirus COVID-19 pandemic is excluded as a natural disaster or ground for termination for purposes of this Agreement. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: This Agreement shall not take effect unless RR/CC provides Host a certificate of self-insurance.

Indemnity Agreement: The parties agree to the following indemnification:

a. Pursuant to Government Code Section 895.4 and 895.6, each party shall assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

b. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities status as a party to an Agreement or agreement, as defined by Government Code Section 895.

c. In the event of third-party loss caused by negligence, wrongful act or omission by more than one party, each party shall bear financial responsibility in proportion to its percentage of fault as mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

**Los Angeles County
Registrar-Recorder/County Clerk**

**City of Los Angeles Department of
Recreation and Parks**

Signature and Date

Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

Printed Name and Title

EXHIBIT A – CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS VOTE CENTERS

CONTACT INFORMATION FOR EACH PARK REGION

PACIFIC: DEANNE DEDMON (310-548-7675)

VALLEY/SHORELINE: SONYA YOUNG-JIMENEZ (310-202-2803)

Primary Election: May 6, 2021 to May 19, 2021

| | | | | | | |
|------------------------------------|-----------------|--------------------------|-------------|-------|--------|------------------|
| Felicia Mahood Multipurpose Center | Auditorium | 11338 Santa Monica Blvd. | Los Angeles | 90025 | 11-Day | Valley/Shoreline |
| Barrington Recreation Center | Gymnasium | 333 S Barrington Ave | Los Angeles | 90049 | 1-Day | Valley/Shoreline |
| Vineyard Recreation Center | Gymnasium | 2942 Vineyard Ave | Los Angeles | 90016 | 1-Day | Pacific |
| Mar Vista Recreation Center | Large Gymnasium | 11430 Woodbine St | Los Angeles | 90066 | 1-Day | Valley/Shoreline |

General/Run-off Election: and July 8, 2021 to July 21, 2021

| | | | | | | |
|------------------------------------|------------|--------------------------|-------------|-------|--------|------------------|
| Felicia Mahood Multipurpose Center | Auditorium | 11338 Santa Monica Blvd. | Los Angeles | 90025 | 11-Day | Valley/Shoreline |
| Barrington Recreation Center | Gymnasium | 333 S Barrington Ave | Los Angeles | 90049 | 1-Day | Valley/Shoreline |

EXHIBIT B

COVID-19 RESPONSIBILITIES

LA County RR/CC staff is responsible for:

- Disinfecting the surfaces of all voting equipment including, but not limited to the Ballot Marking Devices, electronic pollbooks, and central ballot box after voter use.
- Disinfecting the chairs and tables found inside the voting space.
- Wiping high touch areas inside the voting room such as door handles, light switches, counter tops, etc.
- Wherever feasible, doors and windows should be open during hours where election workers are present to increase airflow.
- Where possible, any lines should be maintained outdoors. Where not feasible, lines will be socially distanced.
- Floor markings will be used to assist voters with social distancing inside the vote center and where lines are present in a manner that does not damage to floors.
- Signs will be posted inside and outside the vote center to assist voters with COVID-19 protocols.

Facility staff is responsible for:

- Daily/frequent cleaning of the restrooms
- Wiping high touch surfaces outside of the voting space including but not limited to exterior door handles, water/drinking fountain, elevator buttons, etc.
- Cleaning the path of travel from the parking lot to the entrance of the vote center
- Providing extra trash receptacles at the stop station, vote center exit and for election workers
- Daily/frequent trash pick-up
- Assistance with identifying a space outside of the vote center for curbside voting
- Provide additional signage, if needed, to direct voters to the vote center.