

BOARD REPORT


NO. 23-045

DATE March 02, 2023

C.D. 6

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS CENTERS – PROPOSED AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE USE OF FOUR (4) DEPARTMENT OF RECREATION AND PARKS (RAP) FACILITIES TO HOST VOTING CENTERS IN CONNECTION WITH THE APRIL 2023 LOS ANGELES CITY COUNCIL DISTRICT 6 SPECIAL PRIMARY ELECTION AND THE JUNE 2023 LOS ANGELES CITY COUNCIL DISTRICT 6 RUNOFF ELECTION – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

B. Aguirre	_____	M. Rudnick	_____
H. Fujita		G. Santo Domingo	_____
*B. Jackson	_____	N. Williams	_____



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Find that the use of four (4) Department of Recreation and Parks (RAP) facilities, herein identified in the summary of this Report and in Exhibit A of Attachment 1, to host voting centers open to the public in connection with the April 2023 Los Angeles City Council District 6 Special Primary Election and the June 2023 Los Angeles City Council District 6 Runoff Election (if required) is consistent with the use of RAP facilities for park purposes;

2. Approve the proposed Vote Center Facility Use Agreement (VCA), substantially in the form attached to this Report as Attachment 1, with the Los Angeles County Registrar-Recorder/County Clerk for the use of four (4) RAP facilities to host voting centers open to the public in connection with the April 2023 Los Angeles City Council District 6 Special Primary Election and the June 2023 Los Angeles City Council District 6 Runoff Election (if required), subject to the approval of the City Attorney as to form;

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3. Approve the hosting of voting centers at four (4) RAP facilities in connection with the April 2023 Los Angeles City Council District 6 Special Primary Election and the June 2023 Los Angeles City Council District 6 Runoff Election (if required), as listed in the summary of this Report and in Exhibit A of Attachment 1;
4. Authorize RAP's General Manager or designee to execute the VCA upon the completion of all required approvals and to amend the VCA as necessary to reflect any modification in operational support to be given by RAP at the facilities as may be determined by the General Manager to be in the best interest of RAP;
5. Determine that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance, renewal or amendment of any lease, license or permit to use an existing structure or 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 to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a NOE; and
7. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

SUMMARY

For many years RAP has worked with the Los Angeles County Registrar-Recorder/County Clerk (RR/CC) to host elections. Recently, the Board of Recreation and Park Commissioners (Board) approved Report 22-273 (October 20, 2022) authorizing the use of various RAP facilities as vote centers in connection with the November 2022 General Election.

RR/CC staff have identified four (4) RAP facilities they would like to utilize as voting centers for the upcoming April 2023 Los Angeles City Council District 6 Special Primary Election and the June 2023 Los Angeles City Council District 6 Runoff Election if a runoff election is required.

One (1) facility is designated for both the April 2023 Los Angeles City Council District 6 Special Primary Election and the June 2023 Los Angeles City Council District 6 Runoff Election, which is:

Albert Pinatanida Intergenerational Center, 9450 Van Nuys Blvd Panorama City 91402

Three (3) facilities are designated only for the April 2023 Los Angeles City Council District 6 Special Primary Election, which are:

Panorama Recreation Center, 8600 Hazeltine Ave Panorama 91402

Fernangeles Recreation Center, 8851 Laurel Canyon Blvd Sun Valley 91352

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Mid Valley Senior Center, 8801 Kester Ave Panorama City 91402

RAP staff has reviewed the proposed sites and finds them acceptable for use as voting centers.

Vote Center Facility Use Agreement

The proposed VCA is substantially similar to the agreement that the Board approved on October 20, 2022 for the November 2022 general election. The term of the proposed VCA shall be from March 23, 2023 to no later than June 30, 2023; this includes set-up, voter assistant training, elections day(s), and tear-down. Similar to previous Vote Center Facility Use Agreements, all costs incurred by RAP will be reimbursed by RR/CC. These include RAP 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 license to use an existing structure facility involving negligible or no expansion of use.

According to the parcel profile reports retrieved on January 30, 2023 none of the sites is within a coastal, methane, liquefaction or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of January 30, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project sites. They have listed three contaminated sites near Fernangeles Recreation Center: RB Case #: 913521125A, a leaking underground storage tank remediated in 2001, T0603702314, another leaking underground storage tank remediated in 1996, and T0603774984, a soil contamination remediated in 2007. These sites have been remediated and do not pose a threat to the voting centers. A school investigation site (ID 70000020) is reported within 500 feet of Panorama Recreation Center, but, according to Envirostor, no recognized environmental conditions associated with the Site present a risk to public health or the environment. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the sites. Furthermore, the proposed sites are not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based on this information, staff recommends that the Board of Recreation and Parks Commissioners (Board) determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class1(14) of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

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FISCAL IMPACT

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

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 2: Offer Affordable and Equitable Recreational Programming

Outcome No. 4 Angelenos connected to increased and diverse cultural programs in the park system.

This report was prepared by Bertha Calderon, Management Analyst, Metro Region.

LIST OF ATTACHMENTS/EXHIBITS

Attachment 1 – Proposed Vote Center Use Agreement with RR/CC



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 _____ 2022 upon the execution hereof by the Parties and shall expire on June 30, 2023, 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:

April 4, 2023 Los Angeles City Council District 6 Special Primary Election

11-Day Vote Center Schedule

Equipment Delivery & Set-Up (exclusive access begins)	March 23, 2023; 8:00AM to 8:00PM
Election Worker Pre-check Day	March 24, 2023; 12:00PM to 5:00PM
Voting Period	March 25-April 3, 2023; 9:00AM to 8:00PM
Election Day	April 4, 2023; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	April 5, 2023; 8:00AM to 8:00PM

Election Day Vote Center Schedule

Equipment Delivery & Set-Up (exclusive access begins)	March 30, 2023; 8:00AM to 8:00PM
Election Worker Pre-check Day	April 3, 2023; 12:00PM to 5:00PM

Election Day	April 4, 2023; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	April 6, 2023; 8:00AM to 8:00PM

June 27, 2023 Los Angeles City Council District 6 Runoff Election

11-Day Vote Center Schedule

Equipment Delivery & Set-Up (exclusive access begins)	June 15, 2023; 8:00AM to 8:00PM
Election Worker Pre-check Day	June 16, 2023; 12:00PM to 5:00PM
Early Voting Period	June 17-June 26, 2023; 9:00AM to 8:00PM
Election Day	June 27, 2023; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	June 28, 2023; 8:00AM to 8:00PM

Election Day Vote Center Schedule

Equipment Delivery & Set-Up (exclusive access begins)	June 22, 2023; 8:00AM to 8:00PM
Election Worker Pre-check Day	June 26, 2023; 12:00PM to 5:00PM
Election Day	June 27, 2023; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	June 29, 2023; 8:00AM to 8:00PM

RR/CC shall have exclusive access and use of the Facilities for operation of vote centers at the dates and times indicated above. 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 designated space, Host will ensure the designated space is free from tables, chairs, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances and other similar large items prior to the set-up day unless use of existing furniture or equipment is mutually agreed upon by both parties in the Vote Center Election Plan.

Host will remove any floor coverings such as tarps and mats that may potentially cause tripping or injuries.

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 within thirty (30) days 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.

RR/CC (LA County) staff and volunteers at the Facilities (collectively, "RR/CC Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City of Los Angeles (City) employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since RR/CC Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning RR/CC Personnel to perform In-Person Services, RR/CC shall obtain proof that such RR/CC Personnel has been fully vaccinated. RR/CC shall retain such proof for three years after the termination of this Agreement. Notwithstanding the foregoing, RR/CC shall review and grant applicable exemptions to RR/CC Personnel, including medical and religious exemptions, as required by law.

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:

<i>Primary Contact Name</i>	Marianne Felix	Phone #	562-275-2071
	mfelix@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 utilize 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: CHINYERE STONEHAM / ROB DE HART (818-756-8060)

METRO: ANITA MEACHAM (818-552-3689)

WEST: SONYA YOUNG-JIMENEZ (310-202-2803)

EXPO CENTER: BELINDA JACKSON

Building Name	Room/Area	Address	Vote Period	Region	Elections
Albert Piantanida Intergenerational Center	Community Room	9540 Van Nuys Blvd Panorama City, CA 91402	11 Days	Valley	April and June
Panorama Recreation Center	Gymnasium	8600 Hazeltine Ave Panorama City, CA 91402	11 Days	Valley	April
Fernangeles Recreation Center	Dance Room	8851 Laurel Canyon Blvd Sun Valley CA 91352	1 Day	Valley	April
Mid Valley Senior Center	Main Room	8801 Kester Ave Panorama City, CA 91402	1 Day	Valley	April

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.