

APPROVED

AUG 5 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-137

DATE August 05, 2021

C.D. VARIOUS

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS LOCATIONS – PROPOSED AGREEMENT WITH THE CITY OF LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE USE OF DEPARTMENT OF RECREATION AND PARKS FACILITIES TO HOST VOTING CENTERS FOR THE UPCOMING SPECIAL ELECTION

AP Diaz, H. Fujita, * J. Kim, M. Rudnick, C. Santo Domingo, N. Williams

M. Shue General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Find that the use of 36 Department of Recreation and Parks (RAP) facilities...
2. Approve the proposed Vote Center Facility Use Agreement...
3. Approve the hosting of voting centers at 36 RAP facilities...
4. Authorize RAP's General Manager or designee to execute the Use Agreement...
5. Determine that the proposed Project, consisting of the issuance of a to use an existing facility...

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6. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

For many years RAP has worked with RR/CC to allow use of RAP facilities to host elections. Last fiscal year the Board of Recreation and Park Commissioners (Board) approved Report No. 20-180 (September 17, 2020), Report No. 20-2016 (October 15, 2020), and Report No. 21-081 (May 6, 2021), which approved a Ballot Drop Box Use Agreement for the installation of Vote Ballot Drop Boxes and approved the use of RAP facilities as Voting Centers for the 2020 Presidential General Election and the Assembly District 54 Special Elections.

In this Report, RAP staff recommends that the Board approve the use of 36 RAP facilities for the upcoming Special Election on September 14, 2021. RAP staff also recommends that 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.

VOTE CENTER FACILITY USE AGREEMENT

Working with RAP staff, RR/CC has identified 36 RAP facilities as suitable for Voting Center use. Generally, facilities with gymnasiums or larger community rooms, restrooms and air conditioning/heating are considered ideal. The term of the proposed Vote Center Facility Use Agreement (Use Agreement) shall be from September 1, 2021 and expire no later than September 18, 2021; this includes set-up, voter assistant training, election day(s), 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 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 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.

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 approving this Report.

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This Report was prepared by Deanne A. Dedmon, Acting Region Superintendent, Pacific Region.

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
September 14, 2021 GUBERNATORIAL RECALL ELECTION 09/14/2021

RAP REGION CONTACTS:**PACIFIC: DEANNE DEDMON (310-548-7675)****VALLEY: ROB DE HART (818-756-8060)****METRO: ANITA MEACHAM (818-552-3689)****WEST: SONYA YOUNG-JIMEMEZ (310-202-2803)**

Type	Building Name	Room/Area	Address	City	Zip	RAP Region
11 Day	Lincoln Park Senior Center	Auditorium	3501 Valley Blvd	Los Angeles	90031	Metro
11 Day	Echo Park Recreation Center	Gymnasium	1632 Bellvue AVE	Los Angeles	90026	Metro
11 Day	Glassell Park Recreation Center	Gymnasium	3650 Verdugo RD	Los Angeles	90065	Metro
11 Day	Fairfax Senior Citizen Center	Auditorium	7929 Melrose AVE	Los Angeles	90046	Metro
11 Day	Hollywood Recreation Center	Gymnasium	1122 Cole AVE	Los Angeles	90038	Metro
11 Day	Eagle Rock Recreation Center	Gymnasium	1100 Eagle Vista DR	Los Angeles	90041	Metro
11 Day	Shatto Recreation Center	Gymnasium	3191 W 4th ST	Los Angeles	90020	Metro
11 Day	La Fayette Recreation Center	Club Room A	625 S La Fayette Park PL	Los Angeles	90057	Metro
11 Day	Ross Snyder Recreation Center	1/2 Gymnasium	1501 E 41st ST	Los Angeles	90011	Pacific
11 Day	Banning Recreation Center	Small Gymnasium	1331 Eubank AVE	Wilmington	90744	Pacific
11 Day	Normandale Recreation Center	Multipurpose Room	22400 Halldale AVE	Torrance	90501	Pacific
11 Day	Vineyard Recreation Center	Gymnasium	2942 Vineyard AVE	Los Angeles	90016	Pacific
11 Day	Studio City Recreation Center	Multi-Purpose Room	12621 Rye ST	Studio City	91604	Valley
11 Day	Sunland Senior Citizen Center	Senior Club Room	8640 Fenwick ST	Sunland	91040	Valley
11 Day	Branford Recreation Center	Gymnasium	13306 Branford ST	Arleta	91331	Valley
11 Day	Winnetka Recreation Center-1	Gymnasium	8401 Winnetka AVE	Winnetka	91306	Valley
11 Day	Mason Recreation Center	Gymnasium	10500 Mason AVE	Chatsworth	91311	Valley
11 Day	Van Nuys Recreation Center	Recreation Center	14301 Vanowen ST	Van Nuys	91405	Valley
11 Day	North Weddington Recreation Center	Gymnasium	10844 Acama ST	North Hollywood	91602	Valley
11 Day	Palisades Recreation Center	Small Gymnasium	851 Alma Real DR	Pacific Palisades	90272	West
11 Day	Mar Vista Recreation Center	Large Gymnasium	11430 Woodbine ST	Los Angeles	90066	West
11 Day	Oakwood Recreation Center	Gymnasium	767 California AVE	Venice	90291	West
11 Day	Stoner Recreation Center	Gymnasium	1835 Stoner AVE	Los Angeles	90025	West
11 Day	Sepulveda Garden Center	Meeting Room	16633 Magnolia AVE	Encino	91406	Valley
4 Day	El Sereno Senior Center	Auditorium	4818 Klamath Pl	Los Angeles	90032	Metro
4 Day	Montecito Heights Recreation Center	Senior Center	4545 Homer St	Los Angeles	90031	Metro
4 Day	Bellevue Park Recreation Center	Gymnasium	826 Lucile AVE	Los Angeles	90026	Metro
4 Day	Boyle Heights Senior Center	Art Room	2839 E 3rd ST	Los Angeles	90033	Metro
4 Day	Rose Hills Recreation Center	Multi-Purpose Room	4530 Mercury AVE	Los Angeles	90032	Metro
4 Day	Wabash Recreation Center	Gymnasium	2765 Wabash AVE	Los Angeles	90033	Metro
4 Day	Encino Community Center	Women's Center	4935 Balboa BLVD	Encino	91316	Valley
4 Day	North Hollywood Recreation Center	Senior Center	11430 Chandler BLVD	North Hollywood	91601	Valley
4 Day	Felicia Mahood Multipurpose Center	Lobby	11338 Santa Monica BLVD	Los Angeles	90025	West
4 Day	Barrington Recreation Center	Gymnasium	333 S Barrington AVE	Los Angeles	90049	West
4 Day	Lakeview Terrace	Gymnasium	11075 Foothill Blvd.	Lake view Terrace	91342	Valley
Reservist Room - 9/4 t	Barrington Recreation Center	Craft Room	333 S Barrington AVE Los Angeles, CA \	Los Angeles	90049	West



DEAN C. LOGAN
Registrar-Recorder/County Clerk

VOTE CENTER FACILITY USE AGREEMENT

Agreement and authorization are 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 during the agreed upon 11-day or 4-day schedule 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 September 30, 2021, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

Use of Facilities: Host permits access to the specific designated facility spaces, and public 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. RR/CC will use each designated facility as either an 11-Day Vote Center or a 4-Day Vote Center pursuant to the different schedules below.

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

11-Day Vote Center Schedule

Equipment Delivery & Set-Up (exclusive access begins)	September 1 or 2, 2021; 8:00AM to 8:00PM
Election Worker Pre-check Day	September 3, 2021; 12:00PM to 5:00PM
Voting Period	September 4-13, 2021; 9:00AM to 8:00PM
Election Day	September 14, 2021; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	September 15, 2021; 8:00AM to 8:00PM

4-Day Vote Center Schedule

Equipment Delivery & Set-Up (exclusive access begins)	September 8 or 9, 2021; 8:00AM to 8:00PM
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Election Worker Pre-check Day	September 10, 2021; 12:00PM to 5:00PM
Voting Period	September 11-13, 2021; 9:00AM to 8:00PM
Election Day	September 14, 2021; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	September 16 or 17, 2021; 8:00AM to 8:00PM

From September 1 to September 15 for the 11-day voter schedule or from September 8 – September 17, 2021 for the 4-day voter schedule, RR/CC shall have exclusive access and use of specific areas with-in 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 specified areas 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, unless agreed upon shared spaces, 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 or \$45.00 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 Deanne Dedmon, Superintendent of Recreation Operations - Pacific Region for the City of Los Angeles Department of Recreation and Parks, (310) 548-7643, , Deanne.Dedmon@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: ROB DE HART (818-756-8060)
METRO: ANITA MEACHAM (818-552-3689)
WEST: SONYA YOUNG-JIMEMEZ (310-202-2803)

Building Name	Room/Area	Address	Building City	Building Zip	Type	Region
Lincoln Park Senior Center	Auditorium	3501 Valley Blvd	Los Angeles	90031	11 Day	Metro
Echo Park Recreation Center	Gymnasium	1632 Bellvue AVE	Los Angeles	90026	11 Day	Metro
Glassell Park Recreation Center	Gymnasium	3650 Verdugo RD	Los Angeles	90065	11 Day	Metro
Fairfax Senior Citizen Center	Auditorium	7929 Melrose AVE	Los Angeles	90046	11 Day	Metro
Hollywood Recreation Center	Gymnasium	1122 Cole AVE	Los Angeles	90038	11 Day	Metro
Eagle Rock Recreation Center	Gymnasium	1100 Eagle Vista DR	Los Angeles	90041	11 Day	Metro
Shatto Recreation Center	Gymnasium	3191 W 4th ST	Los Angeles	90020	11 Day	Metro
La Fayette Recreation Center	Club Room A	625 S La Fayette Park PL	Los Angeles	90057	11 Day	Metro
Ross Snyder Recreation Center	1/2 Gymnasium	1501 E 41st ST	Los Angeles	90011	11 Day	Pacific
Banning Recreation Center	Small Gymnasium	1331 Eubank AVE	Wilmington	90744	11 Day	Pacific
Normandale Recreation Center	Multipurpose Room	22400 Halldale AVE	Torrance	90501	11 Day	Pacific
Vineyard Recreation Center	Gymnasium	2942 Vineyard AVE	Los Angeles	90016	11 Day	Pacific
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Sunland Senior Citizen Center	Senior Club Room	8640 Fenwick ST	Sunland	91040	11 Day	Valley
Branford Recreation Center	Gymnasium	13306 Branford ST	Arleta	91331	11 Day	Valley
Winnetka Recreation Center-1	Gymnasium	8401 Winnetka AVE	Winnetka	91306	11 Day	Valley
Mason Recreation Center	Gymnasium	10500 Mason AVE	Chatsworth	91311	11 Day	Valley
Van Nuys Recreation Center	Recreation Center	14301 Vanowen ST	Van Nuys	91405	11 Day	Valley
North Weddington Recreation Center	Gymnasium	10844 Acama ST	North Hollywood	91602	11 Day	Valley
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Mar Vista Recreation Center	Large Gymnasium	11430 Woodbine ST	Los Angeles	90066	11 Day	West
Oakwood Recreation Center	Gymnasium	767 California AVE	Venice	90291	11 Day	West
Stoner Recreation Center	Gymnasium	1835 Stoner AVE	Los Angeles	90025	11 Day	West
Sepulveda Garden Center	Meeting Room	16633 Magnolia AVE	Encino	91406	11 Day	Valley
El Sereno Senior Center	Auditorium	4818 Klamath Pl	Los Angeles	90032	4 Day	Metro

Montecito Heights Recreation Center	Senior Center	4545 Homer St	Los Angeles	90031	4 Day	Metro
Bellevue Park Recreation Center	Gymnasium	826 Lucile AVE	Los Angeles	90026	4 Day	Metro
Boyle Heights Senior Center	Art Room	2839 E 3rd ST	Los Angeles	90033	4 Day	Metro
Rose Hills Recreation Center	Multi-Purpose Room	4530 Mercury AVE	Los Angeles	90032	4 Day	Metro
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Lakeview Terrace	Gymnasium	11075 Foothill Blvd.	Lake view Terrace	91342	4 Day	Valley
Barrington Recreation Center	Craft Room	333 S Barrington AVE Los Angeles, CA	Los Angeles	90049	Reservist Room - 9/4 to 9/14	West

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.