

# APPROVED

July 07 2022

## BOARD OF RECREATION AND PARK COMMISSIONERS

**BOARD REPORT**

NO. 22-189

DATE July 07, 2022

C.D. \_\_\_\_\_

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MAR VISTA RECREATION CENTER, POINSETTIA RECREATION CENTER, RITCHIE VALENS RECREATION CENTER AND SEPULVEDA RECREATION CENTER – PROPOSED SPACE USE AGREEMENT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES FOR THE USE OF PREMISES TO PROVIDE FREE COMMUNITY COVID – 19 TESTING – 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] AND CLASS 11(6) [PLACEMENT OF MINOR STRUCTURES ACCESSORY TO (APPURTENANT TO) EXISTING COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL FACILITIES] OF CITY CEQA GUIDELINES AS WELL AS TO ARTICLE 19, SECTIONS 15301 AND 15311 OF CALIFORNIA CEQA GUIDELINES

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

*D. King*  
General Manager

Approved   X                        Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve the proposed Space Use Agreements (Agreements), between the Department of Recreation and Parks (RAP) and the County of Los Angeles Department of Health Services (DHS) for the use by DHS of certain portions of Mar Vista Recreation Center, Poinsettia Recreation Center, Ritchie Valens Recreation Center, and Sepulveda Recreation Center for the provision of free COVID-19 testing, in substantially the form attached as Attachment 1, Attachment 2, Attachment 3 and Attachment 4, respectively, for a term commencing on July 1, 2022 and ending no later than 9 months thereafter, subject to City Attorney approval as to form;
2. Determine that the 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

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accessory to (appurtenant to) existing commercial, industrial or institutional facilities] of City CEQA Guidelines as well as to Article 19, Sections 15301 and 15311 of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk.

3. 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 a NOE;
4. Authorize RAP's General Manager or designee to execute the Agreements upon the completion of all required approvals; and
5. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

### SUMMARY

Previously, RAP and the Los Angeles County Department of Health Services (DHS) entered into space use agreements which permitted DHS to use certain portions of specific RAP facilities in order for DHS to provide free COVID-19 tests to the public. These RAP facilities (Facilities) are: Mar Vista Recreation Center located at 11430 Woodbine Street, Los Angeles, 90066; Poinsettia Recreation Center located at 7341 Willoughby Avenue, Los Angeles, 90046; Ritchie Valens Recreation Center located at 10736 Laurel Canyon Boulevard, Los Angeles, 91331 and Sepulveda Recreation Center located at 8825 Kester Avenue, Panorama City, 91402. For each of these Facilities, DHS occupies minimal outdoor park space with the footprint consisting of one (1) canopy, one (1) table and four (4) chairs. COVID-19 tests are provided free to the public at these locations.

The existing space use agreements for use of these RAP Facilities expires on June 30, 2022. However, with COVID-19 sporadically surging, County has requested that the term of the agreements be extended for an additional nine (9) months (a 3 month initial term with an automatic month to month extension for up to an additional 6 months). Since such an extension would increase the term of the use of the facilities as authorized under the previous agreements for a term of more than one year, staff requests the approval of the Board of Recreation and Park Commissioners (Board) approval for continued use of the Facilities by DHS.

The proposed extended agreements are presented for Board approval in the form of new Space Use Agreements which are attached to this Report as Attachments 1, 2, 3 and 4 (each specifically for one of the Facilities). Mar Vista Recreation Center testing will be conducted in the parking lot at the intersection of Palms Boulevard and Butler Avenue. Poinsettia Recreation Center testing will be conducted on the corner of Romaine Street and North Poinsettia Place. Ritchie Valens Recreation Center testing will be conducted in the parking lot off Paxton Street. Sepulveda Recreation Center testing will be conducted in the parking lot of Kester Avenue. The permitted hours of use is specific to each of the Facilities under the Agreements, but the Agreements provide that RAP staff and County may agree to different hours of use to allow for flexibility in cases of increased demand due to potential surges of COVID-19 so long as the hours of use does not exceed forty (40) hours per week. As previously noted, the previous

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space use agreements expired on June 30, 2022. In order to avoid disruption of testing services, RAP staff has allowed DHS to continue to provide testing at the Facilities in accordance with the terms and conditions of the new Space Use Agreements. The proposed new Space Use Agreements will have an effective date of July 1, 2022 to cover the use of the Facilities after June 30, 2022.

Based on this information, staff recommends that the Board determine the proposed Agreements be approved in order to assist with the demand for community testing and proactive measures keeping Angelinos as safe as possible from the COVID-19 pandemic.

RAP shall have no obligation to provide staff, supplies, equipment, services, or funding as part of DHS's use of the Facilities as part of the Space Use Agreements. RAP will continue to be responsible for utilities and routine maintenance and janitorial services in the ordinary course of RAP's operations at the Facilities.

### ENVIRONMENTAL IMPACT

The proposed Project consists of renewal of a permit to use existing facilities involving negligible or no expansion of use and placement of minor structures accessory to (appurtenant to) existing institutional facilities.

According to the parcel profile reports retrieved July 1, 2022, of the four sites included in this Board Report, none is located in a coastal, historic area or in a liquefaction zone and only Richie Valens Recreation Center is located in the methane zone. The installation of COVID testing sites, however, is not going to increase the risk of exposure to methane seepage, 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 July 1, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed any of the Project sites and have listed RB Case #: 913311170 near Ritchie Valens RC near the Project areas (within 500 feet). The case was closed August 2002 and does not represent a threat. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project sites or within them. Furthermore, Poinsettia RC is located in proximity of Covert Cottages Bungalow Court, a Historic Cultural Monument of the City of Los Angeles (HCM 783), but the presence of a COVID testing site will not cause a substantial adverse change in the significance of that historical resource.

Based in this information, staff recommends that the Board 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) and Class 11(6) of City CEQA Guidelines as well as to Article 19, Sections 15301 and 15311 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

### FISCAL IMPACT

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The proposed Agreement will have no adverse impact on RAP's General Fund as costs and expenses associated for the intended use under the Space Use Agreements will be paid by DHS.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 4:** Actively Engage Communities

**Outcome No. 1:** Enhanced visibility and awareness of the Department parks, programs and projects

This Report was prepared by Adriana Smith, Emergency Management Coordinator I, Emergency Management Division.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Space Use Agreement, between RAP and DHS for the use of Mar Vista Recreation Center
- 2) Proposed Space Use Agreement, between RAP and DHS for the use of Poinsettia Recreation Center
- 3) Proposed Space Use Agreement, between RAP and DHS for the use of Ritchie Valens Recreation Center
- 4) Proposed Space Use Agreement, between RAP and DHS for the use of Sepulveda Recreation Center

**ATTACHEMENT 1  
AGREEMENT FOR MAR VISTA RECREATION CENTER**

**AGREEMENT No.: H-709348**

**SPACE USE AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF LOS ANGELES**

This gratis Space Use Agreement (hereinafter “Agreement”) is made and entered into on this 1st day of July, 2022 (hereinafter “Effective Date”) by and between the County of Los Angeles (hereinafter “County”), a political subdivision of the State of California, on behalf of its Department of Health Services (hereinafter “DHS” or “Department”), and the City of Los Angeles (hereinafter “Grantor”), through its Department of Recreation and Parks, for use of Grantor's Mar Vista Recreation Center.

**RECITALS**

**WHEREAS**, on March 4, 2020, County’s Board of Supervisors declared a Local and Public Health Emergency (hereinafter “Emergency”) following the introduction of the Coronavirus Disease 2019 (hereinafter “COVID-19”) cases in Los Angeles County; and

**WHEREAS**, following such declaration of the Emergency, County has begun and continues to operate and/or support community sites for COVID-19 related activities, including testing and vaccination, throughout Los Angeles County for the preservation of public health and safety; and

**WHEREAS**, as a result of such Emergency, County desires to use certain premises and other space (hereinafter “Space”) as described in Exhibit A (Space Specifications) for operating a site for and managing COVID-19 related activities during the term of the Agreement (as specified below); and

**WHEREAS**, Grantor is a rightful possessor or occupant of the Space with a right to license its use and agrees to grant to County the right to use the Space as specified herein.

**NOW THEREFORE**, in consideration of the foregoing and mutual covenants set forth below, the parties hereto agree as follows:

**1. SPACE USE**

**1.1 SCOPE OF USE**

Grantor hereby grants to County, including its officers, employees, agents, contractors, partners and volunteers, as well as County’s patients, clients, invitees, visitors and other users of the Space (hereinafter “Users”), during the term of the Agreement, the right to enter onto, occupy, access and use the Space for COVID-19 related activities, including testing, and supporting tasks.

Unless otherwise agreed to in writing by the authorized representatives of the parties, County and its agents, partners and Users shall have access to the Space during the following Hours of Use:

8:00 a.m.- 4:00 p.m. on Wednesdays and Thursdays

Notwithstanding these specified Hours of Use, County and Grantor may agree in writing to different or additional Hours of Use, including time periods and/or days, for permissible uses of the Space by County and its agents, partners and Users during the term of, and in accordance with, this Agreement, provided that any modification of such Hours of Use does not exceed 40 hours of use per week.

## **1.2 SPACE MODIFICATIONS**

County will not make alterations to the Space, unless otherwise authorized in writing by Grantor.

## **1.3 ADMINISTRATION OF AGREEMENT**

The parties shall administer the Agreement and its performance through their respective representatives identified in Exhibit B (Administration of Agreement).

## **1.4 COMPENSATION**

There is no cost to County for its or its partners', agents' or Users' use of the Space during the term of the Agreement or during the set up or shutting down of the operational area at the Space.

## **2. TERM AND TERMINATION**

### **2.1 TERM**

The term of the Agreement is from the Effective Date (as defined above) until and through September 30, 2022 (hereinafter "Initial Term"), unless sooner terminated as provided herein below or extended upon mutual agreement of the parties. At the end of the Initial Term, the Agreement shall be renewed automatically on a month-to-month basis for up to six (6) months (hereinafter "Extended Term"), unless either party notifies the other in writing of its intention not renew any further, at least ten (10) days prior to the expiration of the Initial Term or the then current Extended Term, as applicable.

### **2.2 TERMINATION**

#### **2.2.1 TERMINATION WITHOUT CAUSE**

The Agreement may be terminated by either party upon written notice to the other given at least ten (10) days prior to the requested termination date.

#### **2.2.2 MATERIAL BREACH**

Either party may terminate the Agreement for breach by the other party of any material provision of the Agreement, if such breach continues for ten (10) days (or such longer period as the non-breaching party reasonably determines is required to cure the breach, so long as good faith steps are being taken to correct the breach) after receipt by the breaching party of written notice of such breach from the non-breaching party.

#### **2.2.3 REGULATORY NON-COMPLIANCE**

County may terminate the Agreement immediately upon written notice to Grantor in the event of Grantor's loss of any essential accreditation, license or permit required by law for permissible use of the Space under the Agreement, which substantially impacts the ability of County or its agents, partners or Users to use the Space for intended purposes.

### **3. RESPONSIBILITIES**

#### **3.1 GRANTOR'S RESPONSIBILITIES**

##### **3.1.1 MAINTENANCE**

Except as specified in Section 3.2 (County's Responsibilities) and not otherwise provided by County, Grantor shall be responsible for, and pay all costs of and incidental to, the following, to the extent applicable:

- Utilities, including but not limited to water, gas, electricity and internet access (free Wi-Fi for County, its agents, partners and Users, to the extent available);
- Routine janitorial and cleaning services, maintenance of the building exterior, grounds, common areas and parking, trash collection and security, all in compliance with Grantor's standards and applicable laws, regulations and ordinances; and
- Repair of the interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plate glass, plumbing, sprinkler system, exterior walls, electrical systems, doors, etc.

County agrees to repair any damages to the Space to the extent such damages were caused by County or its agents, partners or Users during the term of the Agreement. The parties shall cooperate with each other to facilitate any such repairs by County.

##### **3.1.2 PARKING**

Parking for accessing and entering the Space by County and its agents, partners and Users shall be provided at no cost on an available, first-come first-served basis and is included within the scope of the Agreement. No preferential or reserved parking shall be provided.

#### **3.2 COUNTY'S RESPONSIBILITIES**

Unless otherwise agreed to by the parties and not otherwise provided by the Grantor, County shall be responsible for the following, to the extent applicable:

- Setting up and shutting down the operational area at the Space, including moving equipment, etc.;
- Maintaining furniture, equipment, systems and other supplies owned or provided by County or its agents;
- Treatment and removal from the Space of biohazardous waste from County's or its agents' or partners' operations;
- Trash collection and removal outside of standard maintenance obligations of Grantor specified in Section 3.1 (Grantor's Responsibilities) above.

#### **3.3 PERMITS**

Each of County and Grantor shall obtain all applicable federal, state, county, local and other permits (building, fire, health and safety, environmental, etc.) necessary to fulfill the respective obligations under the Agreement and its purpose. Consistent with the foregoing, Grantor hereby grants to County and its agents, partners and Users a permit to use the Space for COVID-19 related activities as specified in the Agreement, which shall be subject to the terms and conditions of the attached COVID-19 Permittee Agreement (both incorporated herein by reference under Exhibit C (Permit Requirements)), to the extent that such terms and conditions do not contradict and are not inconsistent with the terms and conditions of this Base Agreement (as defined below).

**4. INDEMNIFICATION**

Pursuant to Cal. Gov. Code §§ 895.2 and 895.4, each party hereto indemnifies and holds harmless the party, its boards and commissions, as applicable, council, as applicable, officers, agents, employees, contractors and volunteers from and against any and all loss, cost, damage, expense, claims and liability, including court costs and reasonable attorneys' fees (collectively "Claims"), to the extent resulting from or caused by any negligent or wrongful acts or omissions occurring in the performance of this Agreement or breach of the Agreement by the indemnifying party or its officers, directors, agents, employees, contractors, invitees, guests and licensees. The provisions of Cal. Civ. Code § 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein. Notwithstanding anything herein to the contrary, in no event shall either party be liable to the other for any consequential damages sustained by the other party. The provisions of this Section 4 shall survive the expiration or sooner termination of this Agreement with respect to any Claims occurring prior to such expiration or termination.

**5. INSURANCE**

Each of County and Grantor, at its sole cost and expense, shall insure its activities and obligations in connection with the Agreement by obtaining, keeping in force and maintaining during the term of the Agreement a program of insurance, including self-insurance, that is comprised of all applicable and needed coverages with appropriate limits based on the scope of activities and obligations under the Agreement. Each party hereby acknowledges that the other is self-insured and consents to the other's compliance with the insurance requirements under the Agreement by self-insurance.

**6. INDEPENDENT STATUS**

The Agreement is by and between County and Grantor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Grantor. Each of County and Grantor understands and agrees to bear the sole responsibility and liability for administering the Workers' Compensation benefits to any person deemed legally entitled to such benefits for injuries arising from or connected with the Agreement.

**7. NON-DISCRIMINATION**

Each of County and Grantor hereby assures that it shall not unlawfully discriminate, harass or allow harassment against any person, including, to the extent applicable, any employee, student or applicant, based on sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender identity, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave or based on any other prohibited basis.

**8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

Grantor expressly acknowledges and agrees that the Agreement does not require or permit access by Grantor or any of its officers, employees, contractors or agents to any information that is deemed Protected Health Information (hereinafter "PHI") under the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"). Notwithstanding the forgoing, the parties acknowledge that in the course of the Agreement, Grantor or its officers, employees, contractors and/or agents may gain inadvertent access to PHI. Grantor understands and agrees that neither it, nor its officers, contractors, employees or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Grantor and its officers, employees, contractors and agents shall maintain the confidentiality of any information obtained, including

PHI, and shall notify County that such access has been gained immediately, or upon the first reasonable opportunity to do so. Grantor agrees to inform its officers, employees, contractors and agents providing services related to the Space used by County, its agents and the Users pursuant to the Agreement regarding Grantor's obligations as described hereinabove.

## **9. GENERAL PROVISIONS**

### **9.1 ASSIGNMENT**

Neither County nor Grantor shall assign their rights, duties or obligations under the Agreement, either in whole or in part, without the prior written consent of the other.

### **9.2 PUBLIC RECORDS ACT**

The Agreement is subject to the California Public Records Act (hereinafter "PRA") under California Government Code §§ 6250, et seq. In the event that a public disclosure request is made to view records related to the Agreement, County and Grantor will review such records to determine if full or partial disclosure or exemption is legally appropriate under the PRA. County and Grantor understand that for purposes of the PRA, records of a confidential nature should be clearly and appropriately marked as "Confidential", "Proprietary" and/or "Trade Secret". Neither County nor Grantor shall in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law or by an order issued by a court of competent jurisdiction.

### **9.3 SEVERABILITY**

If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of the Agreement.

### **9.4 WAIVER**

Waiver by either party of any breach of any provision of the Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

### **9.5 INTERPRETATION**

Exhibit A (Space Specifications), Exhibit B (Administration of Agreement) and any other Exhibits attached hereto are incorporated herein by reference and made a part of the Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, task or the contents of or otherwise between this base document (hereinafter "Base Agreement") and the Exhibits or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement and then to the Exhibits in alphabetical order.

### **9.6 MODIFICATIONS AND AMENDMENTS**

The Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties and with the approval of the Board of Recreation and Park Commissioners.

**9.7 AUTHORITY**

Each of County and Grantor represents and warrants that it has full power and authority to execute and fully perform its obligations under the Agreement and that each person executing the Agreement on its behalf is the duly designated agent of the party and is authorized to do so.

**9.8 APPLICABLE LAW**

Each of County and Grantor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives and guidelines as they apply to each party's activities and obligations under the Agreement. The Agreement shall be governed in all respects by the laws of the State of California.

**9.9 NOTICES**

All notices required under the Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail or by electronic mail and addressed to the persons identified in Exhibit B (Administration of Agreement).

**9.10 ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties.

**9.11 EXECUTION OF AGREEMENT**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Space Use Agreement.

**9.12 ELECTRONIC SIGNATURES**

County and Grantor agree to consider facsimile and electronic versions of original signatures of authorized personnel of each party to 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**, County and Grantor by their duly authorized signatures have caused the Agreement to be effective on the Effective Date as defined above.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES**

By \_\_\_\_\_  
Authorized Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

**GRANTOR:  
City of Los Angeles – Department of Recreation and Parks**

By \_\_\_\_\_  
Authorized Signature

Name Brenda Aguirre

Title Superintendent of Emergency Operations and  
Citywide Aquatics

**EXHIBIT A**

**SPACE SPECIFICATIONS**

<b>SPACE NAME / LOCATION:</b> Testing will be conducted in a Mar Vista Recreation Center parking lot at the intersection of Palms Blvd. and Butler Ave.
<b>ADDRESS:</b> 11430 Woodbine St. Los Angeles, CA 90066
<b>DESCRIPTION OF USE:</b> COVID-19 testing and related services.

**EXHIBIT B**

**ADMINISTRATION OF AGREEMENT**

**COUNTY'S ADMINISTRATION**

**AGREEMENT NO. H-709348**

**COUNTY'S PROJECT DIRECTOR:**

Name: Julio C. Alvarado  
Title: Director, Contracts and Grants Division  
Address: 313 N. Figueroa Street, 6<sup>th</sup> Floor East, Los Angeles, CA 90012  
Telephone: (213) 288-7819 Facsimile: (213) 250-2958  
E-Mail Address: [jalvarado@dhs.lacounty.gov](mailto:jalvarado@dhs.lacounty.gov)

**\*COUNTY'S PROJECT MANAGER:**

Name: Clemens Hong, MD  
Title: Acting Director of Community Programs  
Address: 313 N. Figueroa Street, 9<sup>th</sup> Floor, Los Angeles, CA 90012  
Telephone: (617) 640-3454 Facsimile: N/A  
E-Mail Address: [chong@dhs.lacounty.gov](mailto:chong@dhs.lacounty.gov)

***\*Notices shall be sent to County's Project Manager, with a copy to County's Project Director.***

**EXHIBIT B**

**ADMINISTRATION OF AGREEMENT**

**GRANTOR'S ADMINISTRATION**

**AGREEMENT NO. H-709348**

**GRANTOR'S PROJECT MANAGER:**

Name: Andres De La Hoya  
Title: Senior Recreation Director  
Address: 11430 Woodbine St., Los Angeles, CA 90066  
Telephone: 310.398.5982 Facsimile: N/A  
E-Mail Address: [andres.delayhoya@lacity.org](mailto:andres.delayhoya@lacity.org)

**GRANTOR'S AUTHORIZED OFFICIAL:** Name, title and contact information for the individual authorized to act on behalf of and bind the Grantor during the term of the Agreement.

Name: Brenda Aguirre  
Title: Superintendent of Emergency Operations and Citywide Aquatics  
Address: 3900 Chevy Chase Dr., Los Angeles, CA 90039  
Telephone: 818.574.1950 Facsimile: N/A  
E-Mail Address: [brenda.aguirre@lacity.org](mailto:brenda.aguirre@lacity.org)

**NOTICES:** Notices regarding the Agreement shall be sent to the following:

Name: Adriana Smith  
Title: Emergency Management Coordinator I  
Address: 3900 Chevy Chase Dr., Los Angeles, CA 90039  
Telephone: 818.374.1310 Facsimile: N/A  
E-Mail Address: [adriana.smith@lacity.org](mailto:adriana.smith@lacity.org)

**EXHIBIT C**  
**PERMIT REQUIREMENTS**

**[ATTACHED]**

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**



**COVID-19 PERMITTEE AGREEMENT**

**PERMITTEE / ORGANIZATION:** County of Los Angeles / Department of Health Services

The Permittee / Organization identified above has entered into a Space Use Agreement (“Agreement”) with the City of Los Angeles (“City”) / Department of Recreation and Parks (“RAP”) for use of any of RAP’s facilities or areas (“Facilities”). Permittee / Organization understands and agrees that approval of any permits (“Permits”) issued to Permittee / Organization by RAP for use of any of its Facilities is contingent upon continued compliance by Permittee / Organization with all federal, state and local regulations, orders, as well as the latest public health orders in effect as set forth by the Los Angeles County Department of Public Health (“LADPH”) (collectively, “Orders”). By accepting any such Permits, Permittee / Organization understands that it is solely responsible to comply with all of the requirements and protocols set forth in the Orders and that at no time will City / RAP be responsible for any part of such compliance. Further, by accepting any such Permits, consistent with the provisions of the Agreement, Permittee / Organization agrees to indemnify and hold harmless RAP, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all claims, demands, liabilities, rights, damages, expenses and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of failure by Permittee / Organization to comply with any Orders. Detailed information can be found at <http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm>.

Failure to abide by any or all of the above provisions or any other provisions in any Permits may upon prior written notice to Permittee / Organization cause forfeiture of bond, the termination of Permits or the withholding of future permitting privileges. Unless otherwise agreed to by the parties to the Agreement or directed or ordered by LADPH, Permits will only be issued while Los Angeles County has an adjusted COVID-19 case rate equal to or less than 14 per 100,000. City / RAP reserves the right to alter or update restrictions and protocols and/or cancel permits, as LADPH reopening protocols are updated and/or changed.

The provisions of this COVID-19 Permittee Agreement are part of and supplement the Agreement between Permittee / Organization and City / RAP.

**ATTACHMENT 2  
AGREEMENT FOR POINSETTIA RECREATION CENTER**

**AGREEMENT NO.: H-709302**

**SPACE USE AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF LOS ANGELES**

This gratis Space Use Agreement (hereinafter “Agreement”) is made and entered into on this 1st day of July, 2022 (hereinafter “Effective Date”) by and between the County of Los Angeles (hereinafter “County”), a political subdivision of the State of California, on behalf of its Department of Health Services (hereinafter “DHS” or “Department”), and the City of Los Angeles (hereinafter “Grantor”), through its Department of Recreation and Parks, for use of Grantor's Poinsettia Recreation Center.

**RECITALS**

**WHEREAS**, on March 4, 2020, County’s Board of Supervisors declared a Local and Public Health Emergency (hereinafter “Emergency”) following the introduction of the Coronavirus Disease 2019 (hereinafter “COVID-19”) cases in Los Angeles County; and

**WHEREAS**, following such declaration of the Emergency, County has begun and continues to operate and/or support community sites for COVID-19 related activities, including testing and vaccination, throughout Los Angeles County for the preservation of public health and safety; and

**WHEREAS**, as a result of such Emergency, County desires to use certain premises and other space (hereinafter “Space”) as described in Exhibit A (Space Specifications) for operating a site for and managing COVID-19 related activities during the term of the Agreement (as specified below); and

**WHEREAS**, Grantor is a rightful possessor or occupant of the Space with a right to license its use and agrees to grant to County the right to use the Space as specified herein.

**NOW THEREFORE**, in consideration of the foregoing and mutual covenants set forth below, the parties hereto agree as follows:

**1. SPACE USE**

**1.1 SCOPE OF USE**

Grantor hereby grants to County, including its officers, employees, agents, contractors, partners and volunteers, as well as County’s patients, clients, invitees, visitors and other users of the Space (hereinafter “Users”), during the term of the Agreement, the right to enter onto, occupy, access and use the Space for COVID-19 related activities, including testing, and supporting tasks.

Unless otherwise agreed to in writing by the authorized representatives of the parties, County and its agents, partners and Users shall have access to the Space during the following Hours of Use:

8:00 a.m. – 4:00 p.m. on Thursdays, Fridays and Saturdays

Notwithstanding these specified Hours of Use, County and Grantor may agree in writing to different or additional Hours of Use, including time periods and/or days, for permissible uses of the Space by County and its agents, partners and Users during the term of, and in accordance with, this Agreement, provided that any modification of such Hours of Use does not exceed 40 hours of use per week.

## **1.2 SPACE MODIFICATIONS**

County will not make alterations to the Space, unless otherwise authorized in writing by Grantor.

## **1.3 ADMINISTRATION OF AGREEMENT**

The parties shall administer the Agreement and its performance through their respective representatives identified in Exhibit B (Administration of Agreement).

## **1.4 COMPENSATION**

There is no cost to County for its or its partners', agents' or Users' use of the Space during the term of the Agreement or during the set up or shutting down of the operational area at the Space.

## **2. TERM AND TERMINATION**

### **2.1 TERM**

The term of the Agreement is from the Effective Date (as defined above) until and through September 30, 2022 (hereinafter "Initial Term"), unless sooner terminated as provided herein below or extended upon mutual agreement of the parties. At the end of the Initial Term, the Agreement shall be renewed automatically on a month-to-month basis for up to six (6) months (hereinafter "Extended Term"), unless either party notifies the other in writing of its intention not renew any further, at least ten (10) days prior to the expiration of the Initial Term or the then current Extended Term, as applicable.

### **2.2 TERMINATION**

#### **2.2.1 TERMINATION WITHOUT CAUSE**

The Agreement may be terminated by either party upon written notice to the other given at least ten (10) days prior to the requested termination date.

#### **2.2.2 MATERIAL BREACH**

Either party may terminate the Agreement for breach by the other party of any material provision of the Agreement, if such breach continues for ten (10) days (or such longer period as the non-breaching party reasonably determines is required to cure the breach, so long as good faith steps are being taken to correct the breach) after receipt by the breaching party of written notice of such breach from the non-breaching party.

#### **2.2.3 REGULATORY NON-COMPLIANCE**

County may terminate the Agreement immediately upon written notice to Grantor in the event of Grantor's loss of any essential accreditation, license or permit required by law for permissible use of the Space under the Agreement, which substantially impacts the ability of County or its agents, partners or Users to use the Space for intended purposes.

### **3. RESPONSIBILITIES**

#### **3.1 GRANTOR'S RESPONSIBILITIES**

##### **3.1.1 MAINTENANCE**

Except as specified in Section 3.2 (County's Responsibilities) and not otherwise provided by County, Grantor shall be responsible for, and pay all costs of and incidental to, the following, to the extent applicable:

- Utilities, including but not limited to water, gas, electricity and internet access (free Wi-Fi for County, its agents, partners and Users, to the extent available);
- Routine janitorial and cleaning services, maintenance of the building exterior, grounds, common areas and parking, trash collection and security, all in compliance with Grantor's standards and applicable laws, regulations and ordinances; and
- Repair of the interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plate glass, plumbing, sprinkler system, exterior walls, electrical systems, doors, etc.

County agrees to repair any damages to the Space to the extent such damages were caused by County or its agents, partners or Users during the term of the Agreement. The parties shall cooperate with each other to facilitate any such repairs by County.

##### **3.1.2 PARKING**

Parking for accessing and entering the Space by County and its agents, partners and Users shall be provided at no cost on an available, first-come first-served basis and is included within the scope of the Agreement. No preferential or reserved parking shall be provided.

#### **3.2 COUNTY'S RESPONSIBILITIES**

Unless otherwise agreed to by the parties and not otherwise provided by the Grantor, County shall be responsible for the following, to the extent applicable:

- Setting up and shutting down the operational area at the Space, including moving equipment, etc.;
- Maintaining furniture, equipment, systems and other supplies owned or provided by County or its agents;
- Treatment and removal from the Space of biohazardous waste from County's or its agents' or partners' operations;
- Trash collection and removal outside of standard maintenance obligations of Grantor specified in Section 3.1 (Grantor's Responsibilities) above.

#### **3.3 PERMITS**

Each of County and Grantor shall obtain all applicable federal, state, county, local and other permits (building, fire, health and safety, environmental, etc.) necessary to fulfill the respective obligations under the Agreement and its purpose. Consistent with the foregoing, Grantor hereby grants to County and its agents, partners and Users a permit to use the Space for COVID-19 related activities as specified in the Agreement, which shall be subject to the terms and conditions of the attached COVID-19 Permittee Agreement (both incorporated herein by reference under Exhibit C (Permit Requirements)), to the extent that such terms and conditions do not contradict and are not inconsistent with the terms and conditions of this Base Agreement (as defined below).

**4. INDEMNIFICATION**

Pursuant to Cal. Gov. Code §§ 895.2 and 895.4, each party hereto indemnifies and holds harmless the party, its boards and commissions, as applicable, council, as applicable, officers, agents, employees, contractors and volunteers from and against any and all loss, cost, damage, expense, claims and liability, including court costs and reasonable attorneys' fees (collectively "Claims"), to the extent resulting from or caused by any negligent or wrongful acts or omissions occurring in the performance of this Agreement or breach of the Agreement by the indemnifying party or its officers, directors, agents, employees, contractors, invitees, guests and licensees. The provisions of Cal. Civ. Code § 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein. Notwithstanding anything herein to the contrary, in no event shall either party be liable to the other for any consequential damages sustained by the other party. The provisions of this Section 4 shall survive the expiration or sooner termination of this Agreement with respect to any Claims occurring prior to such expiration or termination.

**5. INSURANCE**

Each of County and Grantor, at its sole cost and expense, shall insure its activities and obligations in connection with the Agreement by obtaining, keeping in force and maintaining during the term of the Agreement a program of insurance, including self-insurance, that is comprised of all applicable and needed coverages with appropriate limits based on the scope of activities and obligations under the Agreement. Each party hereby acknowledges that the other is self-insured and consents to the other's compliance with the insurance requirements under the Agreement by self-insurance.

**6. INDEPENDENT STATUS**

The Agreement is by and between County and Grantor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Grantor. Each of County and Grantor understands and agrees to bear the sole responsibility and liability for administering the Workers' Compensation benefits to any person deemed legally entitled to such benefits for injuries arising from or connected with the Agreement.

**7. NON-DISCRIMINATION**

Each of County and Grantor hereby assures that it shall not unlawfully discriminate, harass or allow harassment against any person, including, to the extent applicable, any employee, student or applicant, based on sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender identity, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave or based on any other prohibited basis.

**8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

Grantor expressly acknowledges and agrees that the Agreement does not require or permit access by Grantor or any of its officers, employees, contractors or agents to any information that is deemed Protected Health Information (hereinafter "PHI") under the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"). Notwithstanding the forgoing, the parties acknowledge that in the course of the Agreement, Grantor or its officers, employees, contractors and/or agents may gain inadvertent access to PHI. Grantor understands and agrees that neither it, nor its officers, contractors, employees or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Grantor and its officers, employees, contractors and agents shall maintain the confidentiality of any information obtained, including

PHI, and shall notify County that such access has been gained immediately, or upon the first reasonable opportunity to do so. Grantor agrees to inform its officers, employees, contractors and agents providing services related to the Space used by County, its agents and the Users pursuant to the Agreement regarding Grantor's obligations as described hereinabove.

## **9. GENERAL PROVISIONS**

### **9.1 ASSIGNMENT**

Neither County nor Grantor shall assign their rights, duties or obligations under the Agreement, either in whole or in part, without the prior written consent of the other.

### **9.2 PUBLIC RECORDS ACT**

The Agreement is subject to the California Public Records Act (hereinafter "PRA") under California Government Code §§ 6250, et seq. In the event that a public disclosure request is made to view records related to the Agreement, County and Grantor will review such records to determine if full or partial disclosure or exemption is legally appropriate under the PRA. County and Grantor understand that for purposes of the PRA, records of a confidential nature should be clearly and appropriately marked as "Confidential", "Proprietary" and/or "Trade Secret". Neither County nor Grantor shall in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law or by an order issued by a court of competent jurisdiction.

### **9.3 SEVERABILITY**

If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of the Agreement.

### **9.4 WAIVER**

Waiver by either party of any breach of any provision of the Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

### **9.5 INTERPRETATION**

Exhibit A (Space Specifications), Exhibit B (Administration of Agreement) and any other Exhibits attached hereto are incorporated herein by reference and made a part of the Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, task or the contents of or otherwise between this base document (hereinafter "Base Agreement") and the Exhibits or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement and then to the Exhibits in alphabetical order.

### **9.6 MODIFICATIONS AND AMENDMENTS**

The Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties and with the approval of the Board of Recreation and Park Commissioners.

**9.7 AUTHORITY**

Each of County and Grantor represents and warrants that it has full power and authority to execute and fully perform its obligations under the Agreement and that each person executing the Agreement on its behalf is the duly designated agent of the party and is authorized to do so.

**9.8 APPLICABLE LAW**

Each of County and Grantor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives and guidelines as they apply to each party's activities and obligations under the Agreement. The Agreement shall be governed in all respects by the laws of the State of California.

**9.9 NOTICES**

All notices required under the Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail or by electronic mail and addressed to the persons identified in Exhibit B (Administration of Agreement).

**9.10 ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties.

**9.11 EXECUTION OF AGREEMENT**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Space Use Agreement.

**9.12 ELECTRONIC SIGNATURES**

County and Grantor agree to consider facsimile and electronic versions of original signatures of authorized personnel of each party to 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**, County and Grantor by their duly authorized signatures have caused the Agreement to be effective on the Effective Date as defined above.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES**

By \_\_\_\_\_  
Authorized Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

**GRANTOR:  
City of Los Angeles – Department of Recreation and Parks**

By \_\_\_\_\_  
Authorized Signature

Name Brenda Aguirre

Title Superintendent of Emergency Operations and  
Citywide Aquatics

**EXHIBIT A**

**SPACE SPECIFICATIONS**

<b>SPACE NAME / LOCATION:</b> The front lawn of Poinsettia Recreation Center
<b>ADDRESS:</b> 7341 Willoughby Ave Los Angeles, CA 90046
<b>DESCRIPTION OF USE:</b> COVID-19 testing and related services.

**EXHIBIT B**

**ADMINISTRATION OF AGREEMENT**

**COUNTY'S ADMINISTRATION**

**AGREEMENT NO. H-709302**

**COUNTY'S PROJECT DIRECTOR:**

Name: Julio C. Alvarado  
Title: Director, Contracts and Grants Division  
Address: 313 N. Figueroa Street, 6<sup>th</sup> Floor East, Los Angeles, CA 90012  
Telephone: (213) 288-7819 Facsimile: (213) 250-2958  
E-Mail Address: [jalvarado@dhs.lacounty.gov](mailto:jalvarado@dhs.lacounty.gov)

**\*COUNTY'S PROJECT MANAGER:**

Name: Clemens Hong, MD  
Title: Acting Director of Community Programs  
Address: 313 N. Figueroa Street, 9<sup>th</sup> Floor, Los Angeles, CA 90012  
Telephone: (617) 640-3454 Facsimile: N/A  
E-Mail Address: [chong@dhs.lacounty.gov](mailto:chong@dhs.lacounty.gov)

***\*Notices shall be sent to County's Project Manager, with a copy to County's Project Director.***

**EXHIBIT B**

**ADMINISTRATION OF AGREEMENT**

**GRANTOR'S ADMINISTRATION**

**AGREEMENT NO. H-709302**

**GRANTOR'S PROJECT MANAGER:**

Name: Elaine Piha  
Title: Recreation Supervisor  
Address: 3900 Chevy Chase Dr. Los Angeles, CA 90039  
Telephone: 213.378.7764 Facsimile: N/A  
E-Mail Address: [elaine.piha@lacity.org](mailto:elaine.piha@lacity.org)

**GRANTOR'S AUTHORIZED OFFICIAL:** Name, title and contact information for the individual authorized to act on behalf of and bind the Grantor during the term of the Agreement.

Name: Brenda Aguirre  
Title: Superintendent of Emergency Operations and Citywide Aquatics  
Address: 3900 Chevy Chase Dr., Los Angeles, CA 90039  
Telephone: 818.574.1950 Facsimile: N/A  
E-Mail Address: [brenda.aguirre@lacity.org](mailto:brenda.aguirre@lacity.org)

**NOTICES:** Notices regarding the Agreement shall be sent to the following:

Name: Adriana Smith  
Title: Emergency Management Coordinator I  
Address: 3900 Chevy Chase Dr., Los Angeles, CA 90039  
Telephone: 818.374.1310 Facsimile: N/A  
E-Mail Address: [adriana.smith@lacity.org](mailto:adriana.smith@lacity.org)

**EXHIBIT C**  
**PERMIT REQUIREMENTS**

**[ATTACHED]**

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**



**COVID-19 PERMITTEE AGREEMENT**

**PERMITTEE / ORGANIZATION:** County of Los Angeles / Department of Health Services

The Permittee / Organization identified above has entered into a Space Use Agreement (“Agreement”) with the City of Los Angeles (“City”) / Department of Recreation and Parks (“RAP”) for use of any of RAP’s facilities or areas (“Facilities”). Permittee / Organization understands and agrees that approval of any permits (“Permits”) issued to Permittee / Organization by RAP for use of any of its Facilities is contingent upon continued compliance by Permittee / Organization with all federal, state and local regulations, orders, as well as the latest public health orders in effect as set forth by the Los Angeles County Department of Public Health (“LADPH”) (collectively, “Orders”). By accepting any such Permits, Permittee / Organization understands that it is solely responsible to comply with all of the requirements and protocols set forth in the Orders and that at no time will City / RAP be responsible for any part of such compliance. Further, by accepting any such Permits, consistent with the provisions of the Agreement, Permittee / Organization agrees to indemnify and hold harmless RAP, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all claims, demands, liabilities, rights, damages, expenses and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of failure by Permittee / Organization to comply with any Orders. Detailed information can be found at <http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm>.

Failure to abide by any or all of the above provisions or any other provisions in any Permits may upon prior written notice to Permittee / Organization cause forfeiture of bond, the termination of Permits or the withholding of future permitting privileges. Unless otherwise agreed to by the parties to the Agreement or directed or ordered by LADPH, Permits will only be issued while Los Angeles County has an adjusted COVID-19 case rate equal to or less than 14 per 100,000. City / RAP reserves the right to alter or update restrictions and protocols and/or cancel permits, as LADPH reopening protocols are updated and/or changed.

The provisions of this COVID-19 Permittee Agreement are part of and supplement the Agreement between Permittee / Organization and City / RAP.

**ATTACHMENT 3  
AGREEMENT FOR RITCHIE VALENS RECREATION CENTER**

**AGREEMENT NO.: H-709323**

**SPACE USE AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF LOS ANGELES**

This gratis Space Use Agreement (hereinafter “Agreement”) is made and entered into on this 1st day of July, 2022 (hereinafter “Effective Date”) by and between the County of Los Angeles (hereinafter “County”), a political subdivision of the State of California, on behalf of its Department of Health Services (hereinafter “DHS” or “Department”), and the City of Los Angeles (hereinafter “Grantor”), through its Department of Recreation and Parks, for use of Grantor's Ritchie Valens Recreation Center.

**RECITALS**

**WHEREAS**, on March 4, 2020, County’s Board of Supervisors declared a Local and Public Health Emergency (hereinafter “Emergency”) following the introduction of the Coronavirus Disease 2019 (hereinafter “COVID-19”) cases in Los Angeles County; and

**WHEREAS**, following such declaration of the Emergency, County has begun and continues to operate and/or support community sites for COVID-19 related activities, including testing and vaccination, throughout Los Angeles County for the preservation of public health and safety; and

**WHEREAS**, as a result of such Emergency, County desires to use certain premises and other space (hereinafter “Space”) as described in Exhibit A (Space Specifications) for operating a site for and managing COVID-19 related activities during the term of the Agreement (as specified below); and

**WHEREAS**, Grantor is a rightful possessor or occupant of the Space with a right to license its use and agrees to grant to County the right to use the Space as specified herein.

**NOW THEREFORE**, in consideration of the foregoing and mutual covenants set forth below, the parties hereto agree as follows:

**1. SPACE USE**

**1.1 SCOPE OF USE**

Grantor hereby grants to County, including its officers, employees, agents, contractors, partners and volunteers, as well as County’s patients, clients, invitees, visitors and other users of the Space (hereinafter “Users”), during the term of the Agreement, the right to enter onto, occupy, access and use the Space for COVID-19 related activities, including testing, and supporting tasks.

Unless otherwise agreed to in writing by the authorized representatives of the parties, County and its agents, partners and Users shall have access to the Space during the following Hours of Use:

8:00 a.m. – 4:00 p.m. on Tuesdays and Wednesdays

Notwithstanding these specified Hours of Use, County and Grantor may agree in writing to different or additional Hours of Use, including time periods and/or days, for permissible uses of the Space by County and its agents, partners and Users during the term of, and in accordance with, this Agreement, provided that any modification of such Hours of Use does not exceed 40 hours of use per week.

## **1.2 SPACE MODIFICATIONS**

County will not make alterations to the Space, unless otherwise authorized in writing by Grantor.

## **1.3 ADMINISTRATION OF AGREEMENT**

The parties shall administer the Agreement and its performance through their respective representatives identified in Exhibit B (Administration of Agreement).

## **1.4 COMPENSATION**

There is no cost to County for its or its partners', agents' or Users' use of the Space during the term of the Agreement or during the set up or shutting down of the operational area at the Space.

## **2. TERM AND TERMINATION**

### **2.1 TERM**

The term of the Agreement is from the Effective Date (as defined above) until and through September 30, 2022 (hereinafter "Initial Term"), unless sooner terminated as provided herein below or extended upon mutual agreement of the parties. At the end of the Initial Term, the Agreement shall be renewed automatically on a month-to-month basis for up to six (6) months (hereinafter "Extended Term"), unless either party notifies the other in writing of its intention not renew any further, at least ten (10) days prior to the expiration of the Initial Term or the then current Extended Term, as applicable.

### **2.2 TERMINATION**

#### **2.2.1 TERMINATION WITHOUT CAUSE**

The Agreement may be terminated by either party upon written notice to the other given at least ten (10) days prior to the requested termination date.

#### **2.2.2 MATERIAL BREACH**

Either party may terminate the Agreement for breach by the other party of any material provision of the Agreement, if such breach continues for ten (10) days (or such longer period as the non-breaching party reasonably determines is required to cure the breach, so long as good faith steps are being taken to correct the breach) after receipt by the breaching party of written notice of such breach from the non-breaching party.

#### **2.2.3 REGULATORY NON-COMPLIANCE**

County may terminate the Agreement immediately upon written notice to Grantor in the event of Grantor's loss of any essential accreditation, license or permit required by law for permissible use of the Space under the Agreement, which substantially impacts the ability of County or its agents, partners or Users to use the Space for intended purposes.

### **3. RESPONSIBILITIES**

#### **3.1 GRANTOR'S RESPONSIBILITIES**

##### **3.1.1 MAINTENANCE**

Except as specified in Section 3.2 (County's Responsibilities) and not otherwise provided by County, Grantor shall be responsible for, and pay all costs of and incidental to, the following, to the extent applicable:

- Utilities, including but not limited to water, gas, electricity and internet access (free Wi-Fi for County, its agents, partners and Users, to the extent available);
- Routine janitorial and cleaning services, maintenance of the building exterior, grounds, common areas and parking, trash collection and security, all in compliance with Grantor's standards and applicable laws, regulations and ordinances; and
- Repair of the interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plate glass, plumbing, sprinkler system, exterior walls, electrical systems, doors, etc.

County agrees to repair any damages to the Space to the extent such damages were caused by County or its agents, partners or Users during the term of the Agreement. The parties shall cooperate with each other to facilitate any such repairs by County.

##### **3.1.2 PARKING**

Parking for accessing and entering the Space by County and its agents, partners and Users shall be provided at no cost on an available, first-come first-served basis and is included within the scope of the Agreement. No preferential or reserved parking shall be provided.

#### **3.2 COUNTY'S RESPONSIBILITIES**

Unless otherwise agreed to by the parties and not otherwise provided by the Grantor, County shall be responsible for the following, to the extent applicable:

- Setting up and shutting down the operational area at the Space, including moving equipment, etc.;
- Maintaining furniture, equipment, systems and other supplies owned or provided by County or its agents;
- Treatment and removal from the Space of biohazardous waste from County's or its agents' or partners' operations;
- Trash collection and removal outside of standard maintenance obligations of Grantor specified in Section 3.1 (Grantor's Responsibilities) above.

#### **3.3 PERMITS**

Each of County and Grantor shall obtain all applicable federal, state, county, local and other permits (building, fire, health and safety, environmental, etc.) necessary to fulfill the respective obligations under the Agreement and its purpose. Consistent with the foregoing, Grantor hereby grants to County and its agents, partners and Users a permit to use the Space for COVID-19 related activities as specified in the Agreement, which shall be subject to the terms and conditions of the attached COVID-19 Permittee Agreement (both incorporated herein by reference under Exhibit C (Permit Requirements)), to the extent that such terms and conditions do not contradict and are not inconsistent with the terms and conditions of this Base Agreement (as defined below).

**4. INDEMNIFICATION**

Pursuant to Cal. Gov. Code §§ 895.2 and 895.4, each party hereto indemnifies and holds harmless the party, its boards and commissions, as applicable, council, as applicable, officers, agents, employees, contractors and volunteers from and against any and all loss, cost, damage, expense, claims and liability, including court costs and reasonable attorneys' fees (collectively "Claims"), to the extent resulting from or caused by any negligent or wrongful acts or omissions occurring in the performance of this Agreement or breach of the Agreement by the indemnifying party or its officers, directors, agents, employees, contractors, invitees, guests and licensees. The provisions of Cal. Civ. Code § 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein. Notwithstanding anything herein to the contrary, in no event shall either party be liable to the other for any consequential damages sustained by the other party. The provisions of this Section 4 shall survive the expiration or sooner termination of this Agreement with respect to any Claims occurring prior to such expiration or termination.

**5. INSURANCE**

Each of County and Grantor, at its sole cost and expense, shall insure its activities and obligations in connection with the Agreement by obtaining, keeping in force and maintaining during the term of the Agreement a program of insurance, including self-insurance, that is comprised of all applicable and needed coverages with appropriate limits based on the scope of activities and obligations under the Agreement. Each party hereby acknowledges that the other is self-insured and consents to the other's compliance with the insurance requirements under the Agreement by self-insurance.

**6. INDEPENDENT STATUS**

The Agreement is by and between County and Grantor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Grantor. Each of County and Grantor understands and agrees to bear the sole responsibility and liability for administering the Workers' Compensation benefits to any person deemed legally entitled to such benefits for injuries arising from or connected with the Agreement.

**7. NON-DISCRIMINATION**

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Grantor expressly acknowledges and agrees that the Agreement does not require or permit access by Grantor or any of its officers, employees, contractors or agents to any information that is deemed Protected Health Information (hereinafter "PHI") under the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"). Notwithstanding the forgoing, the parties acknowledge that in the course of the Agreement, Grantor or its officers, employees, contractors and/or agents may gain inadvertent access to PHI. Grantor understands and agrees that neither it, nor its officers, contractors, employees or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Grantor and its officers, employees, contractors and agents shall maintain the confidentiality of any information obtained, including

PHI, and shall notify County that such access has been gained immediately, or upon the first reasonable opportunity to do so. Grantor agrees to inform its officers, employees, contractors and agents providing services related to the Space used by County, its agents and the Users pursuant to the Agreement regarding Grantor's obligations as described hereinabove.

## **9. GENERAL PROVISIONS**

### **9.1 ASSIGNMENT**

Neither County nor Grantor shall assign their rights, duties or obligations under the Agreement, either in whole or in part, without the prior written consent of the other.

### **9.2 PUBLIC RECORDS ACT**

The Agreement is subject to the California Public Records Act (hereinafter "PRA") under California Government Code §§ 6250, et seq. In the event that a public disclosure request is made to view records related to the Agreement, County and Grantor will review such records to determine if full or partial disclosure or exemption is legally appropriate under the PRA. County and Grantor understand that for purposes of the PRA, records of a confidential nature should be clearly and appropriately marked as "Confidential", "Proprietary" and/or "Trade Secret". Neither County nor Grantor shall in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law or by an order issued by a court of competent jurisdiction.

### **9.3 SEVERABILITY**

If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of the Agreement.

### **9.4 WAIVER**

Waiver by either party of any breach of any provision of the Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

### **9.5 INTERPRETATION**

Exhibit A (Space Specifications), Exhibit B (Administration of Agreement) and any other Exhibits attached hereto are incorporated herein by reference and made a part of the Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, task or the contents of or otherwise between this base document (hereinafter "Base Agreement") and the Exhibits or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement and then to the Exhibits in alphabetical order.

### **9.6 MODIFICATIONS AND AMENDMENTS**

The Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties and with the approval of the Board of Recreation and Park Commissioners.

**9.7 AUTHORITY**

Each of County and Grantor represents and warrants that it has full power and authority to execute and fully perform its obligations under the Agreement and that each person executing the Agreement on its behalf is the duly designated agent of the party and is authorized to do so.

**9.8 APPLICABLE LAW**

Each of County and Grantor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives and guidelines as they apply to each party's activities and obligations under the Agreement. The Agreement shall be governed in all respects by the laws of the State of California.

**9.9 NOTICES**

All notices required under the Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail or by electronic mail and addressed to the persons identified in Exhibit B (Administration of Agreement).

**9.10 ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties.

**9.11 EXECUTION OF AGREEMENT**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Space Use Agreement.

**9.12 ELECTRONIC SIGNATURES**

County and Grantor agree to consider facsimile and electronic versions of original signatures of authorized personnel of each party to 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**, County and Grantor by their duly authorized signatures have caused the Agreement to be effective on the Effective Date as defined above.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES**

By \_\_\_\_\_  
Authorized Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

**GRANTOR:  
City of Los Angeles – Department of Recreation and Parks**

By \_\_\_\_\_  
Authorized Signature

Name Brenda Aguirre

Title Superintendent of Emergency Operations and  
Citywide Aquatics

**EXHIBIT A**

**SPACE SPECIFICATIONS**

<b>SPACE NAME / LOCATION:</b> Ritchie Valens Recreation Center lot off Paxton St.
<b>ADDRESS:</b> 10736 Laurel Canyon Blvd. Pacoima, CA 91331
<b>DESCRIPTION OF USE:</b> COVID-19 testing and related services.

**EXHIBIT B**

**ADMINISTRATION OF AGREEMENT**

**COUNTY'S ADMINISTRATION**

**AGREEMENT NO. H-709323**

**COUNTY'S PROJECT DIRECTOR:**

Name: Julio C. Alvarado

Title: Director, Contracts and Grants Division

Address: 313 N. Figueroa Street, 6<sup>th</sup> Floor East, Los Angeles, CA 90012

Telephone: (213) 288-7819 Facsimile: (213) 250-2958

E-Mail Address: [jalvarado@dhs.lacounty.gov](mailto:jalvarado@dhs.lacounty.gov)

**\*COUNTY'S PROJECT MANAGER:**

Name: Clemens Hong, MD

Title: Acting Director of Community Programs

Address: 313 N. Figueroa Street, 9<sup>th</sup> Floor, Los Angeles, CA 90012

Telephone: (617) 640-3454 Facsimile: N/A

E-Mail Address: [chong@dhs.lacounty.gov](mailto:chong@dhs.lacounty.gov)

***\*Notices shall be sent to County's Project Manager, with a copy to County's Project Director.***

**EXHIBIT B**

**ADMINISTRATION OF AGREEMENT**

**GRANTOR'S ADMINISTRATION**

**AGREEMENT NO. H-709323**

**GRANTOR'S PROJECT MANAGER:**

Name: Richard Kraveitz  
Title: Acting District Supervisor – Valley Region  
Address: 6335 Woodley Ave., Van Nuys 91406  
Telephone: 818.756.8060 Facsimile: N/A  
E-Mail Address: [Richard.kraveitz@lacity.org](mailto:Richard.kraveitz@lacity.org)

**GRANTOR'S AUTHORIZED OFFICIAL:** Name, title and contact information for the individual authorized to act on behalf of and bind the Grantor during the term of the Agreement.

Name: Brenda Aguirre  
Title: Superintendent of Emergency Operations and Citywide Aquatics  
Address: 3900 Chevy Chase Dr., Los Angeles, CA 90039  
Telephone: 818.574.1950 Facsimile: N/A  
E-Mail Address: [brenda.aguirre@lacity.org](mailto:brenda.aguirre@lacity.org)

**NOTICES:** Notices regarding the Agreement shall be sent to the following:

Name: Adriana Smith  
Title: Emergency Management Coordinator I  
Address: 3900 Chevy Chase Dr., Los Angeles, CA 90039  
Telephone: 818.374.1310 Facsimile: N/A  
E-Mail Address: [adriana.smith@lacity.org](mailto:adriana.smith@lacity.org)

**EXHIBIT C**  
**PERMIT REQUIREMENTS**

**[ATTACHED]**

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**



**COVID-19 PERMITTEE AGREEMENT**

**PERMITTEE / ORGANIZATION:** County of Los Angeles / Department of Health Services

The Permittee / Organization identified above has entered into a Space Use Agreement (“Agreement”) with the City of Los Angeles (“City”) / Department of Recreation and Parks (“RAP”) for use of any of RAP’s facilities or areas (“Facilities”). Permittee / Organization understands and agrees that approval of any permits (“Permits”) issued to Permittee / Organization by RAP for use of any of its Facilities is contingent upon continued compliance by Permittee / Organization with all federal, state and local regulations, orders, as well as the latest public health orders in effect as set forth by the Los Angeles County Department of Public Health (“LADPH”) (collectively, “Orders”). By accepting any such Permits, Permittee / Organization understands that it is solely responsible to comply with all of the requirements and protocols set forth in the Orders and that at no time will City / RAP be responsible for any part of such compliance. Further, by accepting any such Permits, consistent with the provisions of the Agreement, Permittee / Organization agrees to indemnify and hold harmless RAP, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all claims, demands, liabilities, rights, damages, expenses and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of failure by Permittee / Organization to comply with any Orders. Detailed information can be found at <http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm>.

Failure to abide by any or all of the above provisions or any other provisions in any Permits may upon prior written notice to Permittee / Organization cause forfeiture of bond, the termination of Permits or the withholding of future permitting privileges. Unless otherwise agreed to by the parties to the Agreement or directed or ordered by LADPH, Permits will only be issued while Los Angeles County has an adjusted COVID-19 case rate equal to or less than 14 per 100,000. City / RAP reserves the right to alter or update restrictions and protocols and/or cancel permits, as LADPH reopening protocols are updated and/or changed.

The provisions of this COVID-19 Permittee Agreement are part of and supplement the Agreement between Permittee / Organization and City / RAP.

**ATTACHMENT 4  
AGREEMENT FOR SEPULVEDA RECREATION CENTER**

**AGREEMENT NO.: H-709065**

**SPACE USE AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF LOS ANGELES**

This gratis Space Use Agreement (hereinafter “Agreement”) is made and entered into on this 1st day of July, 2022 (hereinafter “Effective Date”) by and between the County of Los Angeles (hereinafter “County”), a political subdivision of the State of California, on behalf of its Department of Health Services (hereinafter “DHS” or “Department”), and the City of Los Angeles (hereinafter “Grantor”), through its Department of Recreation and Parks, for use of Grantor's Sepulveda Recreation Center.

**RECITALS**

**WHEREAS**, on March 4, 2020, County’s Board of Supervisors declared a Local and Public Health Emergency (hereinafter “Emergency”) following the introduction of the Coronavirus Disease 2019 (hereinafter “COVID-19”) cases in Los Angeles County; and

**WHEREAS**, following such declaration of the Emergency, County has begun and continues to operate and/or support community sites for COVID-19 related activities, including testing and vaccination, throughout Los Angeles County for the preservation of public health and safety; and

**WHEREAS**, as a result of such Emergency, County desires to use certain premises and other space (hereinafter “Space”) as described in Exhibit A (Space Specifications) for operating a site for and managing COVID-19 related activities during the term of the Agreement (as specified below); and

**WHEREAS**, Grantor is a rightful possessor or occupant of the Space with a right to license its use and agrees to grant to County the right to use the Space as specified herein.

**NOW THEREFORE**, in consideration of the foregoing and mutual covenants set forth below, the parties hereto agree as follows:

**1. SPACE USE**

**1.1 SCOPE OF USE**

Grantor hereby grants to County, including its officers, employees, agents, contractors, partners and volunteers, as well as County’s patients, clients, invitees, visitors and other users of the Space (hereinafter “Users”), during the term of the Agreement, the right to enter onto, occupy, access and use the Space for COVID-19 related activities, including testing, and supporting tasks.

Unless otherwise agreed to in writing by the authorized representatives of the parties, County and its agents, partners and Users shall have access to the Space during the following Hours of Use:

8:00 a.m. – 4:00 p.m. on Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays

Notwithstanding these specified Hours of Use, County and Grantor may agree in writing to different or additional Hours of Use, including time periods and/or days, for permissible uses of the Space by County and its agents, partners and Users during the term of, and in accordance with, this Agreement, provided that any modification of such Hours of Use does not exceed 40 hours of use per week.

## **1.2 SPACE MODIFICATIONS**

County will not make alterations to the Space, unless otherwise authorized in writing by Grantor.

## **1.3 ADMINISTRATION OF AGREEMENT**

The parties shall administer the Agreement and its performance through their respective representatives identified in Exhibit B (Administration of Agreement).

## **1.4 COMPENSATION**

There is no cost to County for its or its partners', agents' or Users' use of the Space during the term of the Agreement or during the set up or shutting down of the operational area at the Space.

## **2. TERM AND TERMINATION**

### **2.1 TERM**

The term of the Agreement is from the Effective Date (as defined above) until and through September 30, 2022 (hereinafter "Initial Term"), unless sooner terminated as provided herein below or extended upon mutual agreement of the parties. At the end of the Initial Term, the Agreement shall be renewed automatically on a month-to-month basis for up to six (6) months (hereinafter "Extended Term"), unless either party notifies the other in writing of its intention not to renew any further, at least ten (10) days prior to the expiration of the Initial Term or the then current Extended Term, as applicable.

### **2.2 TERMINATION**

#### **2.2.1 TERMINATION WITHOUT CAUSE**

The Agreement may be terminated by either party upon written notice to the other given at least ten (10) days prior to the requested termination date.

#### **2.2.2 MATERIAL BREACH**

Either party may terminate the Agreement for breach by the other party of any material provision of the Agreement, if such breach continues for ten (10) days (or such longer period as the non-breaching party reasonably determines is required to cure the breach, so long as good faith steps are being taken to correct the breach) after receipt by the breaching party of written notice of such breach from the non-breaching party.

#### **2.2.3 REGULATORY NON-COMPLIANCE**

County may terminate the Agreement immediately upon written notice to Grantor in the event of Grantor's loss of any essential accreditation, license or permit required by law for permissible use of the Space under the Agreement, which substantially impacts the ability of County or its agents, partners or Users to use the Space for intended purposes.

### **3. RESPONSIBILITIES**

#### **3.1 GRANTOR'S RESPONSIBILITIES**

##### **3.1.1 MAINTENANCE**

Except as specified in Section 3.2 (County's Responsibilities) and not otherwise provided by County, Grantor shall be responsible for, and pay all costs of and incidental to, the following, to the extent applicable:

- Utilities, including but not limited to water, gas, electricity and internet access (free Wi-Fi for County, its agents, partners and Users, to the extent available);
- Routine janitorial and cleaning services, maintenance of the building exterior, grounds, common areas and parking, trash collection and security, all in compliance with Grantor's standards and applicable laws, regulations and ordinances; and
- Repair of the interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plate glass, plumbing, sprinkler system, exterior walls, electrical systems, doors, etc.

County agrees to repair any damages to the Space to the extent such damages were caused by County or its agents, partners or Users during the term of the Agreement. The parties shall cooperate with each other to facilitate any such repairs by County.

##### **3.1.2 PARKING**

Parking for accessing and entering the Space by County and its agents, partners and Users shall be provided at no cost on an available, first-come first-served basis and is included within the scope of the Agreement. No preferential or reserved parking shall be provided.

#### **3.2 COUNTY'S RESPONSIBILITIES**

Unless otherwise agreed to by the parties and not otherwise provided by the Grantor, County shall be responsible for the following, to the extent applicable:

- Setting up and shutting down the operational area at the Space, including moving equipment, etc.;
- Maintaining furniture, equipment, systems and other supplies owned or provided by County or its agents;
- Treatment and removal from the Space of biohazardous waste from County's or its agents' or partners' operations;
- Trash collection and removal outside of standard maintenance obligations of Grantor specified in Section 3.1 (Grantor's Responsibilities) above.

#### **3.3 PERMITS**

Each of County and Grantor shall obtain all applicable federal, state, county, local and other permits (building, fire, health and safety, environmental, etc.) necessary to fulfill the respective obligations under the Agreement and its purpose. Consistent with the foregoing, Grantor hereby grants to County and its agents, partners and Users a permit to use the Space for COVID-19 related activities as specified in the Agreement, which shall be subject to the terms and conditions of the attached COVID-19 Permittee Agreement (both incorporated herein by reference under Exhibit C (Permit Requirements)), to the extent that such terms and conditions do not contradict and are not inconsistent with the terms and conditions of this Base Agreement (as defined below).

**4. INDEMNIFICATION**

Pursuant to Cal. Gov. Code §§ 895.2 and 895.4, each party hereto indemnifies and holds harmless the party, its boards and commissions, as applicable, council, as applicable, officers, agents, employees, contractors and volunteers from and against any and all loss, cost, damage, expense, claims and liability, including court costs and reasonable attorneys' fees (collectively "Claims"), to the extent resulting from or caused by any negligent or wrongful acts or omissions occurring in the performance of this Agreement or breach of the Agreement by the indemnifying party or its officers, directors, agents, employees, contractors, invitees, guests and licensees. The provisions of Cal. Civ. Code § 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein. Notwithstanding anything herein to the contrary, in no event shall either party be liable to the other for any consequential damages sustained by the other party. The provisions of this Section 4 shall survive the expiration or sooner termination of this Agreement with respect to any Claims occurring prior to such expiration or termination.

**5. INSURANCE**

Each of County and Grantor, at its sole cost and expense, shall insure its activities and obligations in connection with the Agreement by obtaining, keeping in force and maintaining during the term of the Agreement a program of insurance, including self-insurance, that is comprised of all applicable and needed coverages with appropriate limits based on the scope of activities and obligations under the Agreement. Each party hereby acknowledges that the other is self-insured and consents to the other's compliance with the insurance requirements under the Agreement by self-insurance.

**6. INDEPENDENT STATUS**

The Agreement is by and between County and Grantor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Grantor. Each of County and Grantor understands and agrees to bear the sole responsibility and liability for administering the Workers' Compensation benefits to any person deemed legally entitled to such benefits for injuries arising from or connected with the Agreement.

**7. NON-DISCRIMINATION**

Each of County and Grantor hereby assures that it shall not unlawfully discriminate, harass or allow harassment against any person, including, to the extent applicable, any employee, student or applicant, based on sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender identity, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave or based on any other prohibited basis.

**8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

Grantor expressly acknowledges and agrees that the Agreement does not require or permit access by Grantor or any of its officers, employees, contractors or agents to any information that is deemed Protected Health Information (hereinafter "PHI") under the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"). Notwithstanding the forgoing, the parties acknowledge that in the course of the Agreement, Grantor or its officers, employees, contractors and/or agents may gain inadvertent access to PHI. Grantor understands and agrees that neither it, nor its officers, contractors, employees or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Grantor and its officers, employees, contractors and agents shall maintain the confidentiality of any information obtained, including

PHI, and shall notify County that such access has been gained immediately, or upon the first reasonable opportunity to do so. Grantor agrees to inform its officers, employees, contractors and agents providing services related to the Space used by County, its agents and the Users pursuant to the Agreement regarding Grantor's obligations as described hereinabove.

## **9. GENERAL PROVISIONS**

### **9.1 ASSIGNMENT**

Neither County nor Grantor shall assign their rights, duties or obligations under the Agreement, either in whole or in part, without the prior written consent of the other.

### **9.2 PUBLIC RECORDS ACT**

The Agreement is subject to the California Public Records Act (hereinafter "PRA") under California Government Code §§ 6250, et seq. In the event that a public disclosure request is made to view records related to the Agreement, County and Grantor will review such records to determine if full or partial disclosure or exemption is legally appropriate under the PRA. County and Grantor understand that for purposes of the PRA, records of a confidential nature should be clearly and appropriately marked as "Confidential", "Proprietary" and/or "Trade Secret". Neither County nor Grantor shall in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law or by an order issued by a court of competent jurisdiction.

### **9.3 SEVERABILITY**

If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of the Agreement.

### **9.4 WAIVER**

Waiver by either party of any breach of any provision of the Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

### **9.5 INTERPRETATION**

Exhibit A (Space Specifications), Exhibit B (Administration of Agreement) and any other Exhibits attached hereto are incorporated herein by reference and made a part of the Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, task or the contents of or otherwise between this base document (hereinafter "Base Agreement") and the Exhibits or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement and then to the Exhibits in alphabetical order.

### **9.6 MODIFICATIONS AND AMENDMENTS**

The Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties and with the approval of the Board of Recreation and Park Commissioners.

**9.7 AUTHORITY**

Each of County and Grantor represents and warrants that it has full power and authority to execute and fully perform its obligations under the Agreement and that each person executing the Agreement on its behalf is the duly designated agent of the party and is authorized to do so.

**9.8 APPLICABLE LAW**

Each of County and Grantor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives and guidelines as they apply to each party's activities and obligations under the Agreement. The Agreement shall be governed in all respects by the laws of the State of California.

**9.9 NOTICES**

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The Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties.

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**IN WITNESS WHEREOF**, County and Grantor by their duly authorized signatures have caused the Agreement to be effective on the Effective Date as defined above.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES**

By \_\_\_\_\_  
Authorized Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

**GRANTOR:  
City of Los Angeles – Department of Recreation and Parks**

By \_\_\_\_\_  
Authorized Signature

Name Brenda Aguirre

Title Superintendent of Emergency Operations and  
Citywide Aquatics

**EXHIBIT A**

**SPACE SPECIFICATIONS**

<b>SPACE NAME / LOCATION:</b> A parking lot in Sepulveda Recreation Center
<b>ADDRESS:</b> 8825 Kester Ave. Los Angeles, CA 91402
<b>DESCRIPTION OF USE:</b> COVID-19 testing and related services.

**EXHIBIT B**

**ADMINISTRATION OF AGREEMENT**

**COUNTY'S ADMINISTRATION**

**AGREEMENT NO. H-709065**

**COUNTY'S PROJECT DIRECTOR:**

Name: Julio C. Alvarado  
Title: Director, Contracts and Grants Division  
Address: 313 N. Figueroa Street, 6<sup>th</sup> Floor East, Los Angeles, CA 90012  
Telephone: (213) 288-7819 Facsimile: (213) 250-2958  
E-Mail Address: [jalvarado@dhs.lacounty.gov](mailto:jalvarado@dhs.lacounty.gov)

**\*COUNTY'S PROJECT MANAGER:**

Name: Clemens Hong, MD  
Title: Acting Director of Community Programs  
Address: 313 N. Figueroa Street, 9<sup>th</sup> Floor, Los Angeles, CA 90012  
Telephone: (617) 640-3454 Facsimile: N/A  
E-Mail Address: [chong@dhs.lacounty.gov](mailto:chong@dhs.lacounty.gov)

***\*Notices shall be sent to County's Project Manager, with a copy to County's Project Director.***

**EXHIBIT B**

**ADMINISTRATION OF AGREEMENT**

**GRANTOR'S ADMINISTRATION**

**AGREEMENT NO. H-709605**

**GRANTOR'S PROJECT MANAGER:**

Name: Richard Kraveitz  
Title: Acting District Supervisor – Valley Region  
Address: 6335 Woodley Ave., Van Nuys 91406  
Telephone: 818.756.8060 Facsimile: N/A  
E-Mail Address: [Richard.kraveitz@lacity.org](mailto:Richard.kraveitz@lacity.org)

**GRANTOR'S AUTHORIZED OFFICIAL:** Name, title and contact information for the individual authorized to act on behalf of and bind the Grantor during the term of the Agreement.

Name: Brenda Aguirre  
Title: Superintendent of Emergency Operations and Citywide Aquatics  
Address: 3900 Chevy Chase Dr., Los Angeles, CA 90039  
Telephone: 818.574.1950 Facsimile: N/A  
E-Mail Address: [brenda.aguirre@lacity.org](mailto:brenda.aguirre@lacity.org)

**NOTICES:** Notices regarding the Agreement shall be sent to the following:

Name: Adriana Smith  
Title: Emergency Management Coordinator I  
Address: 3900 Chevy Chase Dr., Los Angeles, CA 90039  
Telephone: 818.374.1310 Facsimile: N/A  
E-Mail Address: [adriana.smith@lacity.org](mailto:adriana.smith@lacity.org)

**EXHIBIT C**  
**PERMIT REQUIREMENTS**

**[ATTACHED]**

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**



**COVID-19 PERMITTEE AGREEMENT**

**PERMITTEE / ORGANIZATION:** County of Los Angeles / Department of Health Services

The Permittee / Organization identified above has entered into a Space Use Agreement (“Agreement”) with the City of Los Angeles (“City”) / Department of Recreation and Parks (“RAP”) for use of any of RAP’s facilities or areas (“Facilities”). Permittee / Organization understands and agrees that approval of any permits (“Permits”) issued to Permittee / Organization by RAP for use of any of its Facilities is contingent upon continued compliance by Permittee / Organization with all federal, state and local regulations, orders, as well as the latest public health orders in effect as set forth by the Los Angeles County Department of Public Health (“LADPH”) (collectively, “Orders”). By accepting any such Permits, Permittee / Organization understands that it is solely responsible to comply with all of the requirements and protocols set forth in the Orders and that at no time will City / RAP be responsible for any part of such compliance. Further, by accepting any such Permits, consistent with the provisions of the Agreement, Permittee / Organization agrees to indemnify and hold harmless RAP, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all claims, demands, liabilities, rights, damages, expenses and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of failure by Permittee / Organization to comply with any Orders. Detailed information can be found at <http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm>.

Failure to abide by any or all of the above provisions or any other provisions in any Permits may upon prior written notice to Permittee / Organization cause forfeiture of bond, the termination of Permits or the withholding of future permitting privileges. Unless otherwise agreed to by the parties to the Agreement or directed or ordered by LADPH, Permits will only be issued while Los Angeles County has an adjusted COVID-19 case rate equal to or less than 14 per 100,000. City / RAP reserves the right to alter or update restrictions and protocols and/or cancel permits, as LADPH reopening protocols are updated and/or changed.

The provisions of this COVID-19 Permittee Agreement are part of and supplement the Agreement between Permittee / Organization and City / RAP.