

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-054

DATE March 17, 2022

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: OAKWOOD RECREATION CENTER – PROPOSED AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE USE OF OAKWOOD RECREATION CENTER TO HOST A VOTING CENTER FOR THE UPCOMING SPECIAL PRIMARY ELECTION FOR ASSEMBLY DISTRICT 62 – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [AGREEMENT TO USE EXISTING FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

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

M. Shue
General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President *Aylin Pagan* Board Secretary *Sakiko Sarden*

RECOMMENDATION

1. Find that the use of Oakwood Recreation Center (Oakwood RC) to host a voting center open to the public for the Special Primary Election for State District 62 scheduled for April 5, 2022 (Special Election) for a period not to exceed two (2) months is consistent with the use of such RAP facility for park purposes;
2. Approve the proposed Voting Center Agreement (VCA) (Attachment 1), substantially in the form attached to this Report, with the Los Angeles County Registrar-Recorder/County Clerk for the use of Oakwood RC to host a voting center open to the public for a period not to exceed two (2) months for the Special Election, subject to the approval of the City Attorney as to form;
3. Approve the hosting of a voting center at Oakwood RC for the Special Election as detailed in the summary of this Report;
4. Authorize RAP's General Manager or designee to execute the VCA upon the completion of all required approvals and to amend the VCA as necessary to reflect any modification in operational support to be given by RAP at Oakwood RC as may be determined by the General Manager to be in the best interest of RAP;

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5. Determine that the proposed project, consisting of an agreement to use an existing facility involving negligible or no expansion of use, is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Agreement to use existing facility involving negligible or no expansion of use] of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the State Clearinghouse and the Los Angeles County Clerk;
6. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a NOE; and
7. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

SUMMARY

For many years RAP has worked with the Los Angeles County Registrar-Recorder/County Clerk (RR/CC) to host elections. Recently, RR/CC staff approached RAP concerning the need to utilize one (1) RAP facility for a Special Primary Election. Due to the resignation of State Assembly Member Autumn Burke, a Special Primary Election for State District 62 is required.

RR/CC staff have identified one (1) facility they would like to utilize as a host for a voting center for this Special Election. The one (1) facility is as follows:

Oakwood Recreation Center located at 767 California Ave, Venice

RAP staff has reviewed the proposed site and finds it acceptable to be used as a voting center for the Special Election.

Vote Center Use Agreement

The proposed VCA is essentially similar to the agreement that the Board approved on October 15, 2020 (Report #20-206) and February 18, 2021 (Report #21-027) in connection with the use of various RAP facilities as voting centers for the Presidential General Election in 2020 and various special elections in 2021. The term of the proposed VCA is for a maximum period of two (2) months which includes access to the facilities for set-up, election day, and tear-down. It includes a provision that provides reimbursement for costs incurred by RAP which include staff costs related to opening and closing the voting centers and maintaining the restrooms during the election. It should be noted that this VCA covers the time period for the Special Primary election which will occur on April 5, 2022. The Proposed VCA is attached to this Report as Attachment 1.

ENVIRONMENTAL IMPACT

The proposed project consists of an agreement to use one (1) existing RAP facility involving negligible or no expansion of use.

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According to the parcel profile report retrieved March 4, 2022, this area resides in a liquefaction zone. The construction of this project will not create conditions that could lead to liquefaction. This is a highly developed area where the maintenance and repair of buildings occurs regularly without incident and, as such, this not an unusual circumstance.

This site is not within a methane, or historic zone. The site, however is in the coastal zone, but the nature of the project does not affect coastal resources. Therefore, there is no reasonable possibility that the 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 March 4, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) has not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the project or within the project site. Furthermore, the project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of a historical resource.

Based on this information, RAP staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines. RAP Staff will file a NOE with the State Clearinghouse and Los Angeles County Clerk upon Board approval.

FISCAL IMPACT

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

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

LIST OF ATTACHMENTS

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



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN

Registrar-Recorder/County Clerk

VOTE CENTER FACILITY USE AGREEMENT

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

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

Term: This Agreement is entered into this 9th day of February 2022 upon the execution hereof by the Parties and shall expire on April 8, 2022, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

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

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

Equipment Delivery & Set-Up (exclusive access begins)	March 24, 2022; 8:00AM to 8:00PM
Election Worker Pre-check Day	March 25, 2022; 12:00PM to 5:00PM
Early Voting Period	March 26 - April 4, 2022; 9:00AM to 8:00PM
Election Day	April 5, 2022; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	April 6, 2022; 8:00AM to 8:00PM

From March 24 to April 6, 2022, RR/CC shall have exclusive access and use of the Facilities for operation of vote centers. At all times, Host maintenance staff shall have access to the Facilities to support operations and Host staff will have access and use of staff offices at Facility sites, although not access to gymnasiums or community rooms in which a vote center operates.

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

RR/CC will coordinate with the City's Superintendents of Recreation identified at Exhibit "A" to identify in advance the dates and details of delivery of vote center materials to each of the

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

Facility Requirements:

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

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

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

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

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

Host staff costs:

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

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

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

Health and Safety Plan

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

Primary Contacts:

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

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

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

<i>Primary Contact Name</i>	Marianne Felix	Phone #	562-275-2071
	mfelix@rrcc.lacounty.gov	Alternate Phone #	562-347-2447
<i>IT Contact Name</i>	Shannon Gadson	Phone #	562-462-2826
	sgadson@rrcc.lacounty.gov	Alternate Phone #	562-277-2118
<i>After Hours/Emergency Contact Name</i>	Jaime Young	Phone #	562-347-2447
	votecenters@rrcc.lacounty.gov	Alternate Phone #	562-229-8865

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

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

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

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

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

Indemnity Agreement: The parties agree to the following indemnification:

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

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

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

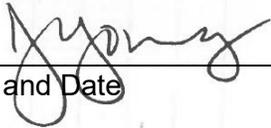
THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

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

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

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

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

 2-9-2022

Signature and Date

Signature and Date

Jaime Young, Assistant Division Manager

Printed Name and Title

Printed Name and Title

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

CONTACT INFORMATION FOR EACH PARK REGION

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

Building Name	Room/Area	Address	Building City	Building Zip	Voting Period	Region
Oakwood Recreation Center	Senior Club Room and Lobby	767 California Ave	Venice	90291	11-Days	West

EXHIBIT B

COVID-19 RESPONSIBILITIES

LA County RR/CC staff is responsible for:

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

Facility staff is responsible for:

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