

RESERVIST LOCATION FACILITY USE AGREEMENT

LOS ANGELES COUNTY

Agreement and authorization is granted by City of Redondo Beach, a chartered municipal corporation ('Host') to the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

> **Aviation Gymnasium – VCID 20196 Dance Room** 1935 Manhattan Beach Blvd Redondo Beach, CA 90278

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

Term: This Agreement is entered into this 23rd day of January 2024 upon the execution hereof by the Parties and shall expire on November 12, 2024, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

Use of the Facility: Host permits access to the agreed upon designated space during February 24 to March 4, 2024 from 9:00 AM to 4:00 PM and on March 5, 2024 from 6:00 AM to 4:00 PM during the Primary Presidential Election.

Host permits access to the agreed upon designated space from October 26 to November 4, 2024 from 9:00 AM to 4:00 PM and on November 5, 2024 from 6:00 AM to 4:00 PM during the General Election.

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

Host will ensure the designated space has 1 Table and 30 Chairs.

Host will ensure that at times RR/CC is not on premises, access to the designated space is restricted only to those RR/CC has given prior written approval.

Primary Contacts:

The Host's Primary Contact for this Agreement is Eleanor Manzano, Certified Municipal Clerk, City of Redondo Beach City Clerk's Office, 415 Diamond Street; Redondo Beach, CA 90277, (310) 318-0656 extension 3737, Eleanor.Manzano@redondo.org.

The RR/CC's Primary Contact for this Agreement is Jaime Young, Assistant Division Manager, Vote Center Assessment and Recruitment, 12680 Corral Place, Santa Fe Springs, CA 90670, (562) 347-2447, votecenters@rrcc.lacounty.gov.

In addition, Host and RR/CC will designate contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in this Agreement.

Parking Requirements: Host agrees to provide sufficient parking, including accessible spaces, and a waiver of any parking fees for RR/CC staff.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space as detailed in this Agreement unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: Upon RR/CC's arrival at the designated facility space and thereafter, RR/CC shall remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated voting space and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Host will 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 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: RR/CC will provide certificate upon request.

Indemnity Agreement: Host shall indemnify, defend and hold harmless RR/CC, its principals, officers, agents, and employees from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the grossly negligent or willful misconduct of the Host, its officials, officers, agents, employees, or volunteers.

RR/CC shall indemnify, defend and hold harmless Host, its officials, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the RR/CC, its principals, officers, agents, employees, or volunteers.

Notwithstanding the foregoing, RR/CC acknowledges and understands that certain parties will have access to the designated facility space, including but not limited to, custodial contractors and emergency staff. In no event shall Host be liable for any access to designated facility space by these parties.

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.

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

IN WITNESS WHEREOF, and executed as the date first 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 Redondo Beach
1/12/2024	
Signature and Date	Signature and Date
Jaime Young, Assistant Division Manager	
Printed Name and Title	Printed Name and Title