



DEAN C. LOGAN
Registrar-Recorder/County Clerk

LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK



RESERVIST LOCATION FACILITY USE AGREEMENT

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 – VC ID 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 **16th day of August 2022** upon the execution hereof by the Parties and shall expire on November 9, 2022, 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 the access schedule from **October 29 – November 7, 2022** from **9:00 AM - 4:00 PM** and **November 8, 2022** from **6:00 AM - 4:00 PM** as a Reservist Location for Election Workers.

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) one Table and (30) thirty 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 Vickie Kroneberger, Chief Deputy City Clerk, City of Redondo Beach City Clerk's Office, 415 Diamond Street; Redondo Beach, CA 90277, (310) 318-0656 extension 2644, Vickie.kroneberger@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, (877) 728-0235, 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 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 trustees, elected and appointed 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 grossly negligent or willful misconduct of the Host its trustees, officials, officers, agents, or employees.

RR/CC shall indemnify, defend and hold harmless Host, its officials, trustees, officers, agents, employees, independent contractors, 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 officials, trustees, officers, agents, employees, independent contractors 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.

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

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**

 8/16/2022

Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

City of Redondo Beach

Signature and Date

William C. Brand, Mayor
Printed Name and Title

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney