



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 La Mesa Junior High School ('Host') to the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

**La Mesa Junior High School - 2584
Multi-Purpose Room
26623 May Way
Santa Clarita, CA 91351**

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

Term: This Agreement is entered into this **13th** day of **December, 2019** upon the execution hereof by the Parties and shall expire **1-year** thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional **1-year** period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than forty-seven (47) days prior to a Statewide Presidential or Gubernatorial Election or no later than forty-seven (47) days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space for no less than 31 days unless otherwise stated in the Vote Center Election Plan (Attachment A) to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon access schedule included in the Vote Center Election Plan 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 is free from all tables, chairs and other equipment prior to the first day of the access schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Vote Center Election Plan.

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 approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the election remains unmodified for the period designated in the access schedule of the Vote Center Election Plan.

Primary Contacts:

The Host's Primary Contact for this Agreement is: Javier Perez, Assistant Principal-Facilities, La Mesa Junior High School: 26623 May Way; Santa Clarita, CA 91351, (818) 212-6358, jpena@hartdistrict.org.

The RR/CC's Primary Contact for this Agreement is: Jaime Young, Assistant Division Manager, Election Operations Center: 12680 Corral Place; Santa Fe Springs, CA 90670, (877) 728-0235, votecenters@rrcc.lacounty.gov.

In addition, Host and RR/CC will designate primary and secondary contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Vote Center Election Plan for each election.

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

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space from 7 a.m. to 6 p.m. on voting days prior to Election Day and 6 a.m. to 9 p.m. on Election Day as detailed in the Vote Center Election Plan, unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated space and not 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. 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: RR/CC will provide certificate upon request.

Indemnity Agreement: Agency shall indemnify, defend and hold harmless County, 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 negligent or intentional acts or omissions of the Agency, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Agency, its trustees, 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 County, its trustees, officers, agents, employees, or volunteers.

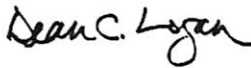
Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents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

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES 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

William S Hart School District
La Mesa Junior High School



December 13, 2019

Signature and Date

DEAN C. LOGAN

Registrar-Recorder/County Clerk

____Collyn Nielsen, 12/17/19____
Signature and Date

____Collyn Nielsen, Chief Admin. Officer____
Printed Name and Title



DEAN C. LOGAN
Registrar-Recorder/County Clerk

VOTE CENTER ELECTION PLAN March 3, 2020 Presidential Primary Election

The following constitutes the mutually agreed upon Vote Center Election Plan for the March 3, 2020 Presidential Primary Election by La Mesa Junior High School ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space specified below:

**La Mesa Junior High School - 2584
Multi-Purpose Room
26623 May Way
Santa Clarita, CA 91351**

Contact List – Host

Primary Contact Name	Javier Pena	Phone #	818-212-6358
Email Address	jpena@hartdistrict.org	Alternate Phone #	N/A
IT Contact Name	TBD	Phone #	TBD
Email Address	TBD	Alternate Phone #	TBD
After Hours Emergency Contact Name	TBD	Phone #	TBD
Email Address	TBD	Alternate Phone #	TBD

Contact List – RR/CC

Primary Contact Name	Meghan Taylor	Phone #	877-728-0235
Email Address	mtaylor@rrcc.lacounty.gov	Alternate Phone #	562-347-2447
IT Contact Name	Shannon Gadson	Phone #	562-462-2826
Email Address	sgadson@rrcc.lacounty.gov	Alternate Phone #	562-277-2118
After Hours Emergency Contact Name	Jaime Young	Phone #	562-347-2447
Email Address	votecenters@rrcc.lacounty.gov	Alternate Phone #	562-229-8865

Access Schedule

Host has agreed to grant access to the designated space for the following dates:

Start Date	End Date
Thursday, February 27, 2020 8:00 AM- 8:00 PM	Wednesday, March 5, 2020 8:00 AM- 8:00 PM

A portable storage container will be delivered to your parking lot beginning February 12, 2020. Please reserve 3 parking spaces for the portable storage container(s).

A deployment schedule for Vote Center equipment delivery and pick-up is tentatively scheduled for the above dates. RR/CC will contact Host within two weeks of the start date to confirm delivery and details of equipment coming to the designated space.

The public voting period for the designated space will be for the following dates:

Start Date	End Date
February 29, 2020	March 3, 2020

During the public voting period, RR/CC staff shall have access to the designated space for the dates and times listed below:

Date	Vote Center Hours
Sat – February 29, 2020	7:00 AM – 6:00 PM
Sun – March 1, 2020	7:00 AM – 6:00 PM
Mon – March 2, 2020	7:00 AM – 6:00 PM
Election Day – March 3, 2020	6:00 AM – 9:00 PM

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 is provided the opportunity to receive and cast a ballot.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit voting traffic to the mutually agreed upon areas depicted in **Attachment A** and **Attachment B**.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Access Badges, Parking Passes, etc.):

N/A

Optional Items Provided by Host

Host agrees to provide the following inventory of items in the designated space by the start date of the Access Schedule:

Item	Quantity
Tables (6-8ft rectangular)	11
Adult-Size Chairs	22

Facility Use Payment

☒ Host agrees to waive any payment for use of the designated space
Authorized agent initial here _____

Other Costs

(estimated charges detailed below – if necessary)

Service/Expense	Rate	Total Cost
2 security guards	\$30 per hour	\$2,880
Custodial Overtime	\$70 per hour	\$1,680
	Total per Day	\$4,560

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to designated facility space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between both Host and RR/CC to reflect such costs. RR/CC will remit payment up to the amount allowable in the Vote Center Facility Use Agreement upon execution of an amendment or appropriate review and determination of coverage of costs incurred by Host.

Payee Name: TBD Phone: TBD

Payee Mailing Address: TBD

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 ELECTION PLAN APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

William S Hart School District
La Mesa Junior High

 December 13, 2019
Signature and Date

____ Collyn Nielsen, 12/17/19 _____
Signature and Date

DEAN C. LOGAN
Registrar-Recorder/County Clerk

____ Collyn Nielsen, Chief Admin. Officer _____
Printed Name and Title