

# APPROVED

June 15 2023

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-125

DATE June 15, 2023

C.D. 11

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VENICE HIGH SCHOOL POOL – SWIMMING POOL REPLACEMENT (PRJ21110) (PRJ21704) PROJECT – ALLOCATION OF ZONE CHANGE FEES – ALLOCATION OF QUIMBY FEES – COMMITMENT OF PARK FEES – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) [INTERIOR OR EXTERIOR ALTERATIONS INVOLVING REMODELING OR MINOR CONSTRUCTION WHERE THERE BE NEGLIGIBLE OR NO EXPANSION OF USE] AND CLASS 1(4) [RESTORATION OR REHABILITATION OF DETERIORATED OR DAMAGED STRUCTURES, FACILITIES OR MECHANICAL EQUIPMENT AND SYSTEMS TO MEET CURRENT STANDARDS OF PUBLIC HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301(a) AND 15301(d) OF CALIFORNIA CEQA GUIDELINES

B. Aguirre \_\_\_\_\_ For M. Rudnick \_\_\_\_\_  
\* C. Santo Domingo DF  
B. Jackson \_\_\_\_\_ N. Williams \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved       X       Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve the modification of the scope of work and total budget for the proposed Venice High School – Swimming Pool Replacement (PRJ21110) (PRJ21704) Project (Project) as set forth in this Report;
2. Approve the proposed Project to be bid and constructed through RAP’s list of pre-qualified on-call contractors;
3. Approve the authorization of change orders as authorized under Report No. 06-136, for the construction contracts for this proposed Project in the budget contingency amounts for such contracts as stated in this Report;
4. Approve the allocation of One Hundred Fifty-Seven Thousand, Seven Hundred Fifty-Six Dollars and Thirty Cents (\$157,756.30) in Zone Change Fees from Venice High School Pool Account No. 89440K-VH to the Project;
5. Approve the allocation of Eighty-Six Thousand, Eight Hundred Ninety-Six Dollars and Seventy Cents (\$86,896.70) in Quimby Fees from the Venice High School Pool Account No. 89460K-VH to the Project;

BOARD REPORT

PG. 2 NO. 23-125

- 6. Authorize Department of Recreation and Parks (RAP) staff to commit from the following fund and work order numbers a maximum of Four Hundred Sixty-Two Thousand, Four Hundred Twenty-Eight Dollars and Fifty-Two Cents (\$462,428.52) in Park Fees for the Project;

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>	<u>WORK ORDER NO.</u>
Park Fees	302/89/89718H	QP002861
Park Fees	302/89/89718H	QP002922

- 7. 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(1) [Interior or exterior alterations involving remodeling or minor construction where there be negligible or no expansion of use] and Class 1(4) [Restoration or rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment and systems to meet current standards of public health, safety and environmental protection] of City CEQA Guidelines and Article 19, Sections 15301(a) and 15301(d) of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
- 8. 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 an NOE; and
- 9. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Venice High School Pool (Venice Pool) is an indoor pool facility located at 2490 Walgrove Avenue in the Venice community of the City. This 0.37-acre facility provides a variety of aquatic programs to the Los Angeles Unified School District (LAUSD), and to the surrounding community, including swim meets, water polo, lifeguard training, swimming lessons and other programs. Approximately 6,402 City residents live within a 1/2 mile walking distance of Venice High School Pool. RAP jointly uses Venice Pool under the terms of an operating agreement with LAUSD as further described below in this Report. Due to the facilities, features, programs, and services it provides, Venice High School Pool meets the standard for a Community Park, as defined in the City’s Public Recreation Plan.

Venice High School Pool was constructed in 1961. On October 31, 1963, LAUSD and RAP entered into a contract that unfortunately lapsed through unavoidable delay so a subsequent contract was entered into on March 9, 1967 that included the operating agreement relating to the Venice Pool (Contract) (Attachment No. 1).

Over the years, the Venice Pool has become dilapidated due to its age. RAP has actively engaged in conversation with LAUSD over the past few years regarding the deteriorative condition of the pool and the need for funding to address the deficiencies. LAUSD is currently undergoing an expansive, approximately \$110 million facility modernization at Venice High School but Venice Pool is not included in that modernization plan and none of LAUSD’s funding is for pool improvements, despite its aging and failing condition.

## BOARD REPORT

PG. 3 NO. 23-125

### PROJECT SCOPE

On March 1, 2017, Board of Recreation and Park Commissioners (Board) approved the allocation of Two Million Five Hundred Thousand Dollars (\$2,500,000) in Quimby Fees (Report No. 17-057) (Attachment No. 2) for the demolition and replacement of the Venice Pool. Report No. 17-057 noted that the requested funding was intended to facilitate the eventual replacement of the existing pool as LAUSD was working on the development of the modernization masterplan of Venice High School. The Report also noted that a complete project scope and cost for the demolition and replacement had not yet been developed and that sufficient funding for the project had not yet been identified. Staff recommended that the funds allocated to the project remain in the project account until the complete project scope has been determined and sufficient funds have been identified to begin project implementation.

On April 2, 2020, staff submitted a report to the Board recommending that the then scope of the Project be modified to replace the demolition and replacement of the Venice Pool with other renovations at the Venice Pool in order to keep the facility in operation. The Board approved the modification of the scope of work from the demolition and replacement of Venice Pool to the renovation of Venice Pool, which would include immediate renovations to the existing roof, HVAC (Heating, Ventilation, Air Conditioning) system, electrical fixtures, and American with Disabilities Act (ADA) compliant related items in order to keep the facility in operation (Report No. 20-049). Report No. 20-049 also noted that RAP staff would need to undertake and complete a comprehensive assessment of Venice Pool in order to determine the total funding needs for renovations at this facility and to determine the full scope of renovation work.

The renovation to the roof and HVAC system has been completed.

Following the comprehensive assessment, RAP has determined that the scope of work for the Project be modified to include:

- Rework all Americans with Disabilities Act (ADA) walkways leading to entrances.
- Refinish ceramic tile in two (2) showers adjacent to director's office.
- Build thresholds at openings and doorways in rooms with tile.
- Install covered tile base on shower partition curbs.
- Improvements to hinges and door frames throughout the facility.

### JOINT USE OPERATION

As previously noted, on October 31, 1963, LAUSD and RAP entered into a Contract for joint use of the Venice Pool. The term of the Contract was for 30 years with an option for an additional term of ten (10) years, for a total of maximum of 40 years which expired on October 31, 2003. Since then, under mutual agreement, RAP and LAUSD have been operating under a month to month basis.

## BOARD REPORT

PG. 4 NO. 23-125

Under the Contract, the following terms and conditions were negotiated and agreed upon:

1. Term of Operating Agreement
2. Title
3. Operation of Facility
4. Maintenance
5. Inspection of books and Records
6. Personnel
7. Program
8. Hours of Operation
9. Concession Privileges
10. Hold Harmless
11. Amendments
12. Casualty

Under the "Maintenance" section of the Agreement, it is stipulated that the City will keep the facility in a safe and sanitary condition at all times, and the City will maintain and keep in good repair the facility, including the pool, building, and grounds. It is also stipulated that RAP will track the total hours the facility is used by LAUSD and RAP, and that LAUSD will pay to RAP a prorated portion of the total maintenance costs that is equivalent to the hours of LAUSD's use during each fiscal accounting period. Therefore, the City is subject to paying all the upfront costs for renovation and will bill LAUSD their apportioned maintenance cost at the time of the fiscal accounting period. Said payment shall be made by LAUSD to the City not later than thirty (30) days following the billing, as stated in the Contract. As a point of reference, maintenance costs apportioned to LAUSD in previous years have been Four Hundred Seventy-Three Thousand, Nine Hundred Twenty-Two Dollars and Seventy-Four Cents (473,922.74).

### PROJECT FUNDING

Previously, the Board approved the allocation of Two Million, Five Hundred Thousand Dollars (\$2,500,000.00) in Quimby Fees to the Project (Report No. 17-057).

Upon approval of this Report, One Hundred Fifty-Seven Thousand, Seventy Hundred Fifty-Six Dollars and Thirty Cents (\$157,756.30) in Zone Change Fees can be allocated from the Venice High School Pool Account No. 89460K-VH to the Project.

Upon approval of this Report, Eighty-Six Thousand, Eight Hundred Ninety-Six Dollars and Seventy Cents (\$86,896.70) in Quimby Fees can be allocated from the Venice High School Pool Account No. 89460K-VH to the Project.

Upon approval of this Report, Four Hundred Sixty-Two Thousand, Four Hundred Twenty-Eight Dollars and Fifty-Two Cents (\$462,428.52) in Park Fees can be committed to the Project.

The total amount of funding available for this Project, including previously allocated Quimby Fees, is Three Million, Two Hundred Seven Thousand, Eighty-One Dollars and Fifty-Two Cents (\$3,207,081.52).

BOARD REPORT

PG. 5 NO. 23-125

See below the anticipated pre-qualified on-call contract(s) and budget contingency amount(s) that will be used for the proposed Project:

<b>On-Call Contract</b>	<b>Budget Contingency Amount</b>
Park Facility Construction	\$540,650.00

These Quimby Fees, Park Fees, Zone Change Fees were collected within five (5) miles of Venice High School Pool, which is the standard distance for the commitment of Park Fees for Community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3

FUNDING SOURCE MATRIX

<b>Source</b>	<b>Fund/Dept/Acct</b>	<b>Amount</b>	<b>Percentage</b>
Quimby Fees	302/89/89460K-VH	\$2,586,896.70	78%
Zone Change Fees	302/89/89440K-VH	\$157,756.30	5%
Park Fees	302/89/89718H	\$462,428.52	14%
<b>Total</b>		<b>\$3,207,081.52</b>	<b>100%</b>

PROJECT CONSTRUCTION

RAP Staff has determined that sufficient funding has been identified for the Project and construction is anticipated to begin in Summer 2023.

TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Venice High School Pool and no new trees or new shade is currently proposed to be added as part of this Project.

ENVIRONMENTAL IMPACT

The proposed Project consists of interior alterations involving remodeling and minor construction where there be negligible or no expansion of use and rehabilitation of deteriorated structures, to meet current standards of public health and safety.

According to the parcel profile report retrieved June 5, 2023, this area resides in a liquefaction zone. The construction of this Project will not create conditions that could lead to liquefaction. This site is not within a coastal, methane, or historic zone, 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 June 5, 2023, 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 the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

## BOARD REPORT

PG. 6 NO. 23-125

Based in this information, RAP staff recommends that the Board determines 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(1) and Class 1(4) of City CEQA Guidelines and Article 19, Sections 15301(a) and 15301(d) of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

### FISCAL IMPACT

The approval of this allocation of Zone Changes Fees and Quimby Fees, and the commitment of Park Fees will have no fiscal impact and the estimated costs for the design, development, and construction of the park improvements are anticipated to be funded by Zone Change Fees, Quimby Fees, Park Fees, or funding sources other than RAP's General Fund.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 1:** Provide Safe and Accessible Parks

**Outcome No. 2:** All parks are safe and welcoming

**Result:** The replacement of the pool at Venice High School Pool will enhance the students and pool user's swimming experience.

This Report was prepared by Robert Eastland, Management Assistant, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS

- 1) Attachment No. 1 – Contract Between RAP and LAUSD
- 2) Attachment No. 2 – Report No. 17-057
- 3) Attachment No. 3 – Report No. 20-049

O R I G I N A L

CONTRACT BETWEEN THE CITY OF LOS ANGELES  
 AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT  
 OF LOS ANGELES COUNTY FOR THE CONSTRUCTION  
 AND OPERATION OF A PUBLIC SWIMMING POOL UPON  
A PORTION OF THE GROUND AT VENICE HIGH SCHOOL

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day  
 of March, 1967, by and between THE CITY OF LOS ANGELES,  
 a municipal corporation, by and through its Board of Recreation  
 and Park Commissioners (hereinafter called the "City"), and the  
 LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a  
 school district, acting by and through its Board of Education  
 (hereinafter called the "District").

W I T N E S S E T H:

WHEREAS, the City and the District entered into  
 Contract No. 586 under date of October 31, 1963, covering the  
 construction and operation of a public swimming pool upon a  
 portion of the ground at Venice High School, and

WHEREAS, said agreement lapsed through unavoidable  
 delay and the parties desire to reinstitute said contract  
 provisions including additional terms.

NOW, THEREFORE, the parties hereto, for and in  
 consideration of the mutual promises and agreements herein  
 after contained and the performance thereof, do agree as follows:

1. Design of Facility. Within a reasonable time  
 after the execution of this agreement by the Board of Recreation

and Park Commissioners, the City agrees to promptly engage one or more qualified persons or firms to plan and design the Facility. The preliminary, intermediate and final working drawings and specifications for said planning and design shall conform in every respect with the District's standards for construction of like facilities and shall be approved in writing by the District's authorized representative as preparation of documents progresses. The documents shall comply with all requirements of the State Division of Architecture, Division of Public Works (Education Code, Section 15451, et seq.). On accepted completion of the construction of the Facility, the District shall be given a complete set of "as built drawings" and specifications.

2. Construction. Upon completion of plans and specifications for the Facility and approval thereof as aforesaid and by the Board of Recreation and Park Commissioners, the City agrees to promptly enter into a contract with a qualified contractor or contractors in the manner required by law, for construction of the Facility, according to such plans and design, at a cost to the City not exceeding \$500,000.00, including the cost of planning and design and the cost of all improvements, such as buildings, enclosures, landscaping and fixtures; provided, however, that the construction of said Facility shall be completed and accepted by the City within two (2) years from the date of execution of this agreement. The bidder to whom the contract is awarded will be required to furnish and to maintain a good and sufficient surety bond in the sum of 100% of the contract price, naming both the City



and the District as obligees, to insure the faithful performance of all the terms and conditions of said contract. The District will cooperate and consult with the City on any and all questions pertaining to construction that may arise during the period of construction of the Facility.

3. Payment.

a. The District is to pay to the City the sum of SIXTEEN THOUSAND SIX HUNDRED AND NO/100 (\$16,600.00) DOLLARS as reimbursement to the City for additional costs (tile around pool \$8,000 and metal suspended ceiling \$8,600) of construction of the Facility because of betterments required by the District.

b. The District also agrees to participate in the proposal and pay the City for the cost of plan checking required by the State Division of Architecture, the cost of supervision by the architect, and a portion of the increased cost of construction. The combined total sum of this subsection to be paid by the District shall be TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS.

c. The total sum of TWENTY SIX THOUSAND SIX HUNDRED AND NO/100 (\$26,600.00) DOLLARS set forth in a and b above shall be paid in one payment within thirty (30) days after the City has accepted the completed Facility and notified the District of its acceptance.

4. License. The District hereby sets apart the use and occupancy of the District's land described in Exhibit 1

attached hereto and by this reference incorporated herein, for all purposes as if set forth at length, for the purposes of planning and constructing the Facility as set forth in paragraphs 1 and 2 hereof. The license for the use and occupancy of said land shall continue until this agreement is terminated; provided, however, that title to said land shall remain at all times in the District.

5. Operating Agreement. The City and the District have executed a thirty (30) year operating agreement for the use and occupancy by said parties of the Facility after its construction has been completed in a form of the Operating Agreement, a true copy of which is attached hereto and incorporated herein by reference. It is mutually understood and agreed that said Operating Agreement shall remain in full force and effect to carry out the purpose of this agreement (and as also set forth in Agreement No. 586).

6. Further Action. The City and the District each agree to take such further action and to execute such additional instruments as may be necessary or appropriate to effectuate the purpose of this agreement.

7. Delays Beyond Control of Parties. Neither of the parties hereto shall be liable to the other party on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil commotions, acts of God, any present or future law or governmental regulation, or any other cause beyond the

control of the party in default. If any delay is caused because of any of the foregoing items, the Board of Recreation and Park Commissioners shall have the power to extend the time for performance of any act delayed thereby insofar as performance thereof is required of the District, and the District shall have the power to extend the time for performance of any act required by the City.

8. Default. Should either party to this agreement fail in any respect to comply with its terms and provisions, notification in writing of the matters in regard to which default is claimed may be made to the defaulting party, and if he does not either (i) cure such default within ninety (90) days after the giving of such notice, or (ii) commence within said ninety (90) day period to rectify such default and continue thereafter to use due diligence to rectify such default until it is fully rectified or cured, then the non-defaulting party may cancel this agreement at any time thereafter during the continuance of such default by giving written notice to the defaulting party of such election to terminate.

9. Severability. If any provision of this agreement or the application thereof to any person or circumstances is held invalid, the remainder of the agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

10. Termination and Amendments. This contract may be amended or terminated at any time by mutual agreement of the parties.

11. Non-Liability of District: The District shall not be liable for loss or damage to the work or any part thereof, to adjoining property, or to materials or things employed in doing the work, or stored on the site, unless otherwise provided.

*(Handwritten initials in a circle)*  
*MM*  
*MW*  
*Power*

12. Hold Harmless Clauses: The City shall hold harmless and indemnify the District, the Los Angeles City Board of Education, its officers and employees, from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with its work, whatever the cause;

b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the work, whether the injury or damage occurs upon or adjacent to the work;

c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the contract.

The City at its own cost, expense, and risk, shall defend any legal proceedings that may be brought against the District, the Board, its officers and employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

*(Handwritten initials in a circle)*  
*MM*  
*MW*  
*Power*

IN WITNESS WHEREOF, this agreement is executed  
effective the day and year first above written.

SEAL

THE CITY OF LOS ANGELES  
Acting by and through its  
BOARD OF RECREATION AND PARK  
COMMISSIONERS

By *Judson K. Owen Jr.*  
President

By *John D. Wilson*  
Secretary

LOS ANGELES UNIFIED SCHOOL  
DISTRICT OF LOS ANGELES COUNTY  
By BOARD OF EDUCATION OF THE  
CITY OF LOS ANGELES

Approved as to Form  
Date 3-5-62  
ROBERT M. BERGH  
City Attorney  
*[Signature]*

By *[Signature]*  
President

By *[Signature]*  
Director of Real  
Estate

EXHIBIT A

OPERATING AGREEMENT FOR PUBLIC SWIMMING POOL  
BETWEEN THE CITY OF LOS ANGELES AND THE LOS  
ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES  
COUNTY

---

THIS AGREEMENT, made this 31 day of October,  
1963, by and between LOS ANGELES UNIFIED SCHOOL DISTRICT  
OF LOS ANGELES COUNTY (hereinafter called the "District"), and  
THE CITY OF LOS ANGELES, a municipal corporation, acting by  
and through its Board of Recreation and Park Commissioners  
(hereinafter called the "City"),

W I T N E S S E T H:

That District, for and in consideration of the  
covenants and agreements hereinafter contained by the City  
to be kept and performed, does hereby set apart and license  
unto said City that certain land in the City of Los Angeles,  
County of Los Angeles, State of California, described in  
Exhibit 1 heretofore attached hereto and incorporated by  
reference herein, together with the improvements presently  
located thereon, said land and improvements being a public  
swimming pool and all necessary appurtenances thereto, herein-  
after called the Facility,

TO USE AND OCCUPY UNTO said City on the following  
terms and conditions:

1. Term of Operating Agreement. The term of this  
Operating Agreement shall be thirty (30) years beginning on

the 31 day of October, 1963, and ending on the 31 day of October, 1993, except as otherwise hereinafter provided.

The District grants to the City the right and option to extend this agreement in the sole discretion of the City upon the same covenants and conditions, together with any amendments or supplements that hereafter may be made a part hereof, for an additional term of ten (10) years, upon the City giving the District written notice of its exercise of such option not less than 180 days prior to the expiration of the aforesaid term.

2. Title. The City agrees that title to that certain land described in said Exhibit 1, including all improvements thereon, shall remain at all times in the District throughout the term of this Operating Agreement and extensions thereof, if any.

3. Operation of Facility. The City shall operate the Facility as hereinafter provided and in accordance with paragraphs 6, 7, and 8 hereof. The City shall set and retain the fees and charges to be made for admission by the public using the Facility for recreational purposes, and the District shall set and retain the fees and charges for educational and school sponsored events. In addition, the City shall receive and retain all other income and revenue derived from the operation of the Facility, except said fees and charges set and retained by the District, including but not limited to such

admission fees and charges, the sale of food, drinks, refreshments or other services offered for the benefit and convenience of visitors of the Facility, or monies received from the District as hereinafter provided.

4. Maintenance. The City will keep the Facility in a safe and sanitary condition at all times and the City will maintain and keep in good repair the land described in the attached EXHIBIT 1, together with all physical improvements erected thereon, including the pool, buildings, grounds, and the filtration, heating and purification systems and all utilities for gas, light, heat, water, power and telephone installations required by the City in the operation of the Facility. No original equipment shall be replaced or further capital improvements made by the City upon said land without the written consent of the District thereto first having been obtained.

The City shall keep a record of all charges for services, including utilities, and all costs incurred in the maintenance, repair, replacement or improvement of the Facility. These charges and costs shall constitute the total cost of maintenance. Said maintenance cost shall be apportioned between the parties hereto in direct proportion to their respective use of the Facility as follows:

The City shall keep an accurate record of the total number of hours and fractions thereof the Facility is actually used in each



fiscal accounting period, together with the total number of hours and fractions thereof included therein that the Facility was used or reserved for use by the District. The District will pay to the City that portion of the total maintenance cost as the hours of the District's use during the fiscal accounting period bears to the total number of hours said Facility is actually operated during said period.

Said payment shall be made by the District to the City not later than thirty (30) days following the billing therefor by the City.

5. Inspection of Books and Records. Each party hereto shall have the right to full and unhampered access during regular business hours to all the books and records of the other party pertaining to the use or maintenance of said Facility.

6. Personnel. The City shall at all times provide custodians, engineers and other personnel necessary for the complete and proper maintenance of the Facility in accordance with the provisions of section 4 herein. The City shall provide, only during the time it has use of the Facility and without cost to the District locker attendants and managers, together with not less than one life guard for each one hundred (100) persons or fraction thereof using the Facility.

Exhibit A

All such personnel shall be employed by the City and paid at the rates established by the Board of Recreation and Park Commissioners.

The City will further provide, during the time the District has use of the Facility, and only upon request by the District to the Board of Recreation and Park Commissioners, not less than one (1) lifeguard for each one hundred (100) persons or fraction thereof using the pool and any additional personnel of the class described in the paragraph immediately above, payment for said personnel to be made by the District to the City at rates established by the Board of Recreation and Park Commissioners.

The District shall provide, at no cost to the City, instructive and supervisory personnel as are required by the District for the presentation of its educational programs.

7. Program. The District shall use the Facility for educational and other school associated or sponsored activities only, and will not duplicate the City's program of recreational use. Conversely, the City will use said Facility for recreational purposes only, which shall be consistent with its recreational program conducted at other City swimming pools.

8. Hours of Operation. The District shall have the right to the exclusive use of the Facility during all "Regular School Days" as hereinafter defined.

The City shall have the right to use the Facility at the close of "Regular School Days" and on Saturdays, Sundays,

school holidays and during the school vacation periods.

"Regular School Days" shall be defined as those days on which school is held in regular session as established in the school calendar and adopted by the Board of Education of the City of Los Angeles for each school year. The hours of such regular school days shall be as established by the Administration of Venice High School in the "Schedule of Classes" for each semester in accordance with rules and regulations of the Board of Education; provided, however, that in no event shall such hours extend beyond 3:30 p.m. of said Regular School Days, unless otherwise agreed by the parties to this Agreement.

Use of the Facility by either party to this agreement at times other than those specified above shall be permitted by mutual agreement of the parties hereto upon reasonable request being made.

9. Concession Privileges. The City shall have the right to grant or otherwise operate concession privileges of the type customarily found in City operated swimming pools. No concession privileges may be operated or granted, however, during the time the District has use of the Facility.

10. Hold Harmless. The District agrees to save and hold the City harmless from all claims or liability for personal injury, death or property damage arising out of or in connection with the operation of the pool during the hours the District has

Exhibit A

the exclusive use of the Facility. Conversely, the City agrees to hold the District free and harmless from all such claims or liability arising during the City's exclusive use of said Facility.

11. Amendments. This Operating Agreement may be amended or terminated at any time by the mutual agreement of the parties; provided, however, that in the event this agreement is terminated prior to the expiration of the initial term hereof (thirty years) by the District, it is agreed that the District will pay to the City a sum of money that bears the same relation to the total cost of the construction of said Facility, including the expenses incurred in the design thereof, as the unexpended life span of said Facility at the time of such termination bears to the total life span of the Facility.

It is further understood and agreed that the estimated life expectancy of the Facility is thirty (30) years.

12. Casualty. (a) If through no fault of the parties hereto the Facility shall be so damaged by fire, casualty or other cause or happening as to be substantially destroyed and rendered untenable, or if any authority having jurisdiction shall order the demolition or removal of the Facility herein, then this Operating Agreement shall cease and come to an end.

(b) If through no fault of the parties hereto the Facility shall be partially destroyed by fire, casualty, or other cause or happening, or be declared unsafe

by an authority having jurisdiction, neither party hereto shall have the obligation to restore said Facility or put it in proper condition for use and occupancy; provided, however, that should said Facility not be so restored and made safe within sixty (60) days from the date of said partial destruction or declaration of unsafe condition thereof, then in that event, either party hereto may, at its option and, upon reasonable notice thereof being given to the other, terminate and end this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement as of the day and year first hereinabove written.

THE CITY OF LOS ANGELES, a  
municipal corporation  
acting by and through its  
BOARD OF RECREATION AND PARK  
COMMISSIONERS

By *Leonard Shroy*  
President

By *Patricia A. Wilson*  
Secretary

LOS ANGELES UNIFIED SCHOOL DISTRICT  
OF LOS ANGELES COUNTY  
By BOARD OF EDUCATION OF THE CITY  
OF LOS ANGELES

By *John A. ...*  
President

By *Clare ...*  
Director of Real  
Estate

Approved as to Form  
7/20/63  
ROGER ARNEBERGH  
City Attorney  
By *Stanford*  
Deputy

APPROVED AS TO FORM  
HAROLD W. KENNEDY  
County Counsel

By *[Signature]*  
Deputy

# APPROVED

## 3 - 1 - 2017

### BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-057

DATE March 1, 2017

C.D. 11

#### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VENICE HIGH SCHOOL POOL – SWIMMING POOL REPLACEMENT (PRJ21110) PROJECT; ALLOCATION OF QUIMBY FEE INTEREST

AP Diaz	_____	V. Israel	_____
*R. Barajas	<u>CSB</u>	N. Williams	_____
H. Fujita	_____		

*for*

  
 \_\_\_\_\_  
 General Manager

Approved ✓ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

#### RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Quimby Fee Interest from the Quimby Fees Interest Account No. 89460K-01 to the Venice High School Pool Account No. 89460K-VH;
2. Approve the allocation of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Quimby Fee Interest from Venice High School Pool Account No. 89460K-VH for the Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project; and,
3. Authorize the RAPs Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

#### SUMMARY

Venice High School Pool was constructed in 1961 and is an indoor pool facility located at 2490 Walgrove Avenue in the Venice area of the City. This 0.37 acre facility provides a variety of aquatic programs to the Los Angeles Unified School District (LAUSD), and to the surrounding community, including swim meets, water polo, lifeguard training, swimming lessons and other programs. Approximately 6,402 City residents live within a one half (1/2) mile walking distance of Venice High School Pool. Due to the facilities, features, programs, and services it provides, Venice High School Pool meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

BOARD REPORT

PG. 2 NO. 17-057

PROJECT SCOPE

The scope of the Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project is the demolition and replacement of the existing Venice High School Pool. LAUSD is currently developing concept plans for the modernization of Venice High School. As a part of that process, RAP is engaged in discussions with the LAUSD about how to best facilitate the eventual replacement of the existing Venice High School Pool.

A complete project scope and cost for the proposed Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project has not yet been developed. Additional community outreach and design work is needed to determine the appropriate development plan for the project.

PROJECT FUNDING

Upon approval of this report, Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Quimby Fee Interest from the Quimby Fees Interest Account No. 89460K-01 can be transferred to the Venice High School Pool Account No. 89460K-VH and allocated to Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project.

The total funding available for the Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project would be Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

Pursuant to Los Angeles Municipal Code Section 12.33 J.2, interest accrued on Quimby in-lieu fees may be applied outside the project development for which the original fees were collected, provided that RAP holds a public hearing prior to committing the interest, and uses the interest to develop new or rehabilitate existing parks or recreational facilities within the City.

FUNDING SOURCE MATRIX

<b>Source</b>	<b>Fund/Dept/Acct</b>	<b>Amount</b>	<b>Percentage</b>
Quimby Interest	302/89/89460K-VH	\$2,500,000.00	100%
<b>Total</b>		\$2,500,000.00	100%

PROJECT CONSTRUCTION

Staff has determined that sufficient funding has not yet been identified for the Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project. However, staff recommends that the available funding be transferred to the Venice High School Pool Account No. 89460K-VH, and allocated to Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project, and that those funds remain in that account until the complete project scope has been determined and sufficient funds have been identified to begin project implementation.

It is unknown at this time when construction of this project can commence.

## BOARD REPORT

PG. 3 NO. 17-057

### TREES AND SHADE

The approval of this project will have no impact on existing trees or shade at Venice High School Pool and no new trees or new shade is currently proposed to be added to Venice High School Pool as a part of this project.

### ENVIRONMENTAL IMPACT STATEMENT:

RAP's staff has determined that CEQA will be addressed when the complete project scope has been determined and sufficient funds have been identified to begin the project.

### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact and the estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General fund.

The maintenance cost of the proposed park improvements are unknown at this time.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Maintenance and Construction Branch.



# APPROVED

APR 02 2020

## BOARD OF RECREATION AND PARK COMMISSIONERS

### BOARD REPORT

NO. 20-049

DATE April 02, 2020

C.D. 11

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VENICE HIGH SCHOOL POOL – SWIMMING POOL REPLACEMENT (PRJ21110) PROJECT – MODIFICATION OF SCOPE - CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) [INTERIOR ALTERATIONS OF AN EXISTING STRUCTURE WHERE THERE BE NEGLIGIBLE OR NO EXPANSION OF USE], CLASS 1(4) [REHABILITATION OF DETERIORATED STRUCTURES TO MEET CURRENT STANDARDS OF PUBLIC HEALTH AND SAFETY] AND CLASS 1(32) [MODIFICATION OF MECHANICAL EQUIPMENT ACCESSORY TO THE USE OF EXISTING STRUCTURES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301(a) AND 15301(d) OF CALIFORNIA CEQA GUIDELINES

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	<i>for</i> C. Santo Domingo	<i>DF</i> _____
V. Israel	_____	N. Williams	_____

*[Signature]*  
General Manager

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

### RECOMMENDATIONS

1. Approve the modification of the scope of work for the Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project (Project), as described in this Report;
2. Find 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(1) [Interior alterations of an existing structure where there be negligible or no expansion of use], Class 1(4) [Rehabilitation of deteriorated structures to meet current standards of public health and safety] and Class 1(32) [Modification of mechanical equipment accessory to the use of existing structures] of City CEQA Guidelines and Article 19, Sections 15301(a) and 15301(d) of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,

## BOARD REPORT

PG. 2 NO. 20-049

4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

### BACKGROUND

Venice High School Pool (Venice Pool) is an indoor pool facility located at 2490 Walgrove Avenue in the Venice community of the City. This 0.37-acre facility provides a variety of aquatic programs to the Los Angeles Unified School District (LAUSD), and to the surrounding community, including swim meets, water polo, lifeguard training, swimming lessons and other programs. Approximately 6,402 City residents live within a 1/2 mile walking distance of Venice High School Pool. Due to the facilities, features, programs, and services it provides, Venice High School Pool meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

Venice High School Pool was constructed in 1961. On October 31, 1963, LAUSD and RAP entered into a contract that unfortunately lapsed through unavoidable delay so a subsequent contract was entered into on March 9, 1967 that included the operating agreement relating to the Venice Pool (Contract) (Attachment 1).

Over the years, the Venice Pool has become dilapidated due to its age. RAP has actively engaged in conversation with LAUSD over the past few years regarding the deteriorative condition of the pool and the need for funding to address the deficiencies. LAUSD is currently undergoing an expansive, approximately \$110 million facility modernization at Venice High School but Venice Pool is not included in that modernization plan and none of LAUSD's funding is for pool improvements, despite its aging and failing condition.

### PROJECT SCOPE

On March 1, 2017, Board of Recreation and Park Commissioners (Board) approved the allocation of Quimby Fee Interest of Two Million Five Hundred Thousand Dollars (\$2,500,000) (Report No. 17-057) (Attachment No. 2) for the demolition and replacement of the Venice Pool. Report No. 17-057 noted that the requested funding was intended to facilitate the eventual replacement of the existing pool as LAUSD was working on the development of the modernization masterplan of Venice High School. The Report also noted that a complete project scope and cost for the demolition and replacement had not yet been developed and that sufficient funding for the project had not yet been identified. Staff recommended that the funds allocated to the project remain in the project account until the complete project scope has been determined and sufficient funds have been identified to begin project implementation.

However, given the poor condition of the pool, and the lack of progress in identifying a funding source for the replacement of the Venice Pool, RAP staff is now recommending that the scope of the approved Project be modified to replace the demolition and replacement of the Venice Pool with renovations at the Venice Pool in order to keep the facility in operation.

## BOARD REPORT

PG. 3 NO. 20-049

Identified visible deficiencies at the facility include a leaking roof, spalling concrete deck, and broken equipment. Without immediate action to address these deficiencies, Venice Pool will certainly need to be closed in order to protect the safety of the public. While a complete cost for the renovation of Venice Pool has yet to be determined, RAP staff has done a preliminary assessment and obtained a preliminary cost estimate of approximately \$1.5 million for the immediate renovation of the facility. RAP staff will need to undertake and complete a comprehensive assessment of Venice Pool in order to determine the total funding needs for renovations at this facility.

Therefore, RAP staff recommends that the Project scope be modified from the demolition and replacement of Venice Pool to the renovation of Venice Pool, which would include immediate renovations to the existing roof, HVAC (Heating, Ventilation, Air Conditioning) system, electrical fixtures, and American with Disabilities Act (ADA) compliant related items. Staff will return to the Board for any modifications to this initial scope of renovation work once staff has undertaken and completed a comprehensive assessment of Venice Pool to determine the full scope of needed renovations.

RAP staff will continue to engage in discussions with LAUSD for the eventual replacement of Venice High School Pool. Community outreach and design work is integral to determine the appropriate development plan for the project.

### JOINT USE OPERATION

As previously noted, on October 31, 1963, LAUSD and RAP entered into a Contract for joint use of the Venice Pool. The term of the Contract was for 30 years with an option for an additional term of ten (10) years, for a total of maximum of 40 years which expired on October 31, 2003. Since then, under mutual agreement, RAP and LAUSD have been operating under a month to month basis.

Under the Contract, the following terms and conditions were negotiated and agreed upon:

1. Term of Operating Agreement
2. Title
3. Operation of Facility
4. Maintenance
5. Inspection of Books and Records
6. Personnel
7. Program
8. Hours of Operation
9. Concession Privileges
10. Hold Harmless
11. Amendments
12. Casualty

## BOARD REPORT

PG. 4 NO. 20-049

Under the "Maintenance" section of the Agreement, it is stipulated that the City will keep the facility in a safe and sanitary condition at all times, and the City will maintain and keep in good repair the facility, including the pool, building, and grounds. It is also stipulated that RAP will track the total hours the facility is used by LAUSD and RAP, and that LAUSD will pay to RAP a prorated portion of the total maintenance costs that is equivalent to the hours of LAUSD's use during each fiscal accounting period. Therefore, the City is subject to paying all the upfront costs for renovation and will bill LAUSD their apportioned maintenance cost at the time of the fiscal accounting period. Said payment shall be made by LAUSD to the City not later than thirty (30) days following the billing, as stated in the Contract.

### USAGE OF FACILITY

RAP staff has gathered the total attendance record of the past 5 years, from 2015 through 2019, and found nearly 228,000 people used the pool, averaging over 45,000 annually. LAUSD and RAP share use of Venice Pool for most of the year, with the exception of the summertime, where RAP has exclusive use.

During the school year, designated as a 43-week period, LAUSD has the following days and hours for their exclusive use:

- Monday through Friday, from 8:00 A.M to 4:30 P.M.

During the school year, designated as a 43-week period, RAP has the following days and hours for their exclusive use:

- Tuesday through Friday, from 4:30 P.M to 8:30 P.M
- Saturday through Sunday, from 9:00 A.M to 5:00 P.M

During the summer time, designated as a 9-week period, RAP has exclusive use:

- Monday through Friday, from 10 A.M to 9:00 P.M
- Saturday through Sunday, 9:00 A.M to 5:00 P.M

Thus, the total available annual operating hours for the Venice Pool is 4,015 hours. This results in 1,828 hours for LAUSD and 2,187 hours for RAP. Overall, RAP operates the facility 54% of the time and LAUSD for 46% of the time. The detailed breakdown of the use hours of Venice Pool is included as Attachment No. 3.

### TREES AND SHADE

The approval of this proposed Project will have no impact on existing trees or shade at Venice High School Pool and no new trees or new shade is currently proposed.

## BOARD REPORT

PG. 5 NO. 20-049

### ENVIRONMENTAL IMPACT

The proposed Project consists of interior alterations of an existing structure where there be negligible or no expansion of use. It includes rehabilitation of deteriorated structures to meet current standards of public health and safety and modifications of mechanical equipment accessory to the use of existing structures. Therefore, 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(1), Class 1(4) and Class 1(32), of City CEQA Guidelines and Article 19, Sections 15301(a) and 15301(d) of California CEQA Guidelines. An NOE will be filed with the Los Angeles County Clerk upon the Board's approval.

### FISCAL IMPACT

The approval of the modification of the Project's scope of work will have no fiscal impact to RAP's General Fund.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 1:** Offer Affordable and Equitable Recreational Programming.

**Outcome No. 1:** Improved health and social equity for young Angelenos.

**Result:** Approval of this report would lead to renovations needed to keep the facility in operation and open for recreational programming.

This Report was prepared by Sean Phan, Planning, Maintenance and Construction Branch and Darryl Ford, Superintendent, Planning, Maintenance and Construction Branch.

### ATTACHMENTS:

Attachment No. 1 – Contract Between RAP and LAUSD

Attachment No. 2 – Report No. 17-057.

Attachment No. 3 – Attendance and Usage Statistic

O R I G I N A L

CONTRACT BETWEEN THE CITY OF LOS ANGELES  
 AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT  
 OF LOS ANGELES COUNTY FOR THE CONSTRUCTION  
 AND OPERATION OF A PUBLIC SWIMMING POOL UPON  
A PORTION OF THE GROUND AT VENICE HIGH SCHOOL

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day  
 of March, 1967, by and between THE CITY OF LOS ANGELES,  
 a municipal corporation, by and through its Board of Recreation  
 and Park Commissioners (hereinafter called the "City"), and the  
 LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a  
 school district, acting by and through its Board of Education  
 (hereinafter called the "District").

W I T N E S S E T H:

WHEREAS, the City and the District entered into  
 Contract No. 586 under date of October 31, 1963, covering the  
 construction and operation of a public swimming pool upon a  
 portion of the ground at Venice High School, and

WHEREAS, said agreement lapsed through unavoidable  
 delay and the parties desire to reinstitute said contract  
 provisions including additional terms.

NOW, THEREFORE, the parties hereto, for and in  
 consideration of the mutual promises and agreements herein  
 after contained and the performance thereof, do agree as follows:

1. Design of Facility. Within a reasonable time  
 after the execution of this agreement by the Board of Recreation

and Park Commissioners, the City agrees to promptly engage one or more qualified persons or firms to plan and design the Facility. The preliminary, intermediate and final working drawings and specifications for said planning and design shall conform in every respect with the District's standards for construction of like facilities and shall be approved in writing by the District's authorized representative as preparation of documents progresses. The documents shall comply with all requirements of the State Division of Architecture, Division of Public Works (Education Code, Section 15451, et seq.). On accepted completion of the construction of the Facility, the District shall be given a complete set of "as built drawings" and specifications.

2. Construction. Upon completion of plans and specifications for the Facility and approval thereof as aforesaid and by the Board of Recreation and Park Commissioners, the City agrees to promptly enter into a contract with a qualified contractor or contractors in the manner required by law, for construction of the Facility, according to such plans and design, at a cost to the City not exceeding \$500,000.00, including the cost of planning and design and the cost of all improvements, such as buildings, enclosures, landscaping and fixtures; provided, however, that the construction of said Facility shall be completed and accepted by the City within two (2) years from the date of execution of this agreement. The bidder to whom the contract is awarded will be required to furnish and to maintain a good and sufficient surety bond in the sum of 100% of the contract price, naming both the City

and the District as obligees, to insure the faithful performance of all the terms and conditions of said contract. The District will cooperate and consult with the City on any and all questions pertaining to construction that may arise during the period of construction of the Facility.

3. Payment.

a. The District is to pay to the City the sum of SIXTEEN THOUSAND SIX HUNDRED AND NO/100 (\$16,600.00) DOLLARS as reimbursement to the City for additional costs (tile around pool \$8,000 and metal suspended ceiling \$8,600) of construction of the Facility because of betterments required by the District.

b. The District also agrees to participate in the proposal and pay the City for the cost of plan checking required by the State Division of Architecture, the cost of supervision by the architect, and a portion of the increased cost of construction. The combined total sum of this subsection to be paid by the District shall be TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS.

c. The total sum of TWENTY SIX THOUSAND SIX HUNDRED AND NO/100 (\$26,600.00) DOLLARS set forth in a and b above shall be paid in one payment within thirty (30) days after the City has accepted the completed Facility and notified the District of its acceptance.

4. License. The District hereby sets apart the use and occupancy of the District's land described in Exhibit 1



attached hereto and by this reference incorporated herein, for all purposes as if set forth at length, for the purposes of planning and constructing the Facility as set forth in paragraphs 1 and 2 hereof. The license for the use and occupancy of said land shall continue until this agreement is terminated; provided, however, that title to said land shall remain at all times in the District.

5. Operating Agreement. The City and the District have executed a thirty (30) year operating agreement for the use and occupancy by said parties of the Facility after its construction has been completed in a form of the Operating Agreement, a true copy of which is attached hereto and incorporated herein by reference. It is mutually understood and agreed that said Operating Agreement shall remain in full force and effect to carry out the purpose of this agreement (and as also set forth in Agreement No. 586).

6. Further Action. The City and the District each agree to take such further action and to execute such additional instruments as may be necessary or appropriate to effectuate the purpose of this agreement.

7. Delays Beyond Control of Parties. Neither of the parties hereto shall be liable to the other party on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil commotions, acts of God, any present or future law or governmental regulation, or any other cause beyond the

control of the party in default. If any delay is caused because of any of the foregoing items, the Board of Recreation and Park Commissioners shall have the power to extend the time for performance of any act delayed thereby insofar as performance thereof is required of the District, and the District shall have the power to extend the time for performance of any act required by the City.

8. Default. Should either party to this agreement fail in any respect to comply with its terms and provisions, notification in writing of the matters in regard to which default is claimed may be made to the defaulting party, and if he does not either (i) cure such default within ninety (90) days after the giving of such notice, or (ii) commence within said ninety (90) day period to rectify such default and continue thereafter to use due diligence to rectify such default until it is fully rectified or cured, then the non-defaulting party may cancel this agreement at any time thereafter during the continuance of such default by giving written notice to the defaulting party of such election to terminate.

9. Severability. If any provision of this agreement or the application thereof to any person or circumstances is held invalid, the remainder of the agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

10. Termination and Amendments. This contract may be amended or terminated at any time by mutual agreement of the parties.

11. Non-Liability of District: The District shall not be liable for loss or damage to the work or any part thereof, to adjoining property, or to materials or things employed in doing the work, or stored on the site, unless otherwise provided.

*(Handwritten initials in a circle)*  
*MM*  
*MW*  
*Row*

12. Hold Harmless Clauses: The City shall hold harmless and indemnify the District, the Los Angeles City Board of Education, its officers and employees, from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with its work, whatever the cause;

b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the work, whether the injury or damage occurs upon or adjacent to the work;

c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the contract.

The City at its own cost, expense, and risk, shall defend any legal proceedings that may be brought against the District, the Board, its officers and employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

*(Handwritten initials in a circle)*  
*MM*  
*MW*  
*Row*

IN WITNESS WHEREOF, this agreement is executed  
effective the day and year first above written.

SEAL

THE CITY OF LOS ANGELES  
Acting by and through its  
BOARD OF RECREATION AND PARK  
COMMISSIONERS

By *Judson K. Sawyer Jr.*  
President

By *John D. Wilson*  
Secretary

LOS ANGELES UNIFIED SCHOOL  
DISTRICT OF LOS ANGELES COUNTY  
By BOARD OF EDUCATION OF THE  
CITY OF LOS ANGELES

Approved as to Form

Date 3-5-62

*RUSSELL B. BERGH*

City Attorney

*[Handwritten signature]*

By *Paul Richardson*  
President

By *Walter M. Watt*  
Director of Real  
Estate

EXHIBIT A

OPERATING AGREEMENT FOR PUBLIC SWIMMING POOL  
BETWEEN THE CITY OF LOS ANGELES AND THE LOS  
ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES  
COUNTY

---

THIS AGREEMENT, made this 31 day of October,  
1963, by and between LOS ANGELES UNIFIED SCHOOL DISTRICT  
OF LOS ANGELES COUNTY (hereinafter called the "District"), and  
THE CITY OF LOS ANGELES, a municipal corporation, acting by  
and through its Board of Recreation and Park Commissioners  
(hereinafter called the "City"),

W I T N E S S E T H:

That District, for and in consideration of the  
covenants and agreements hereinafter contained by the City  
to be kept and performed, does hereby set apart and license  
unto said City that certain land in the City of Los Angeles,  
County of Los Angeles, State of California, described in  
Exhibit 1 heretofore attached hereto and incorporated by  
reference herein, together with the improvements presently  
located thereon, said land and improvements being a public  
swimming pool and all necessary appurtenances thereto, herein-  
after called the Facility,

TO USE AND OCCUPY UNTO said City on the following  
terms and conditions:

1. Term of Operating Agreement. The term of this  
Operating Agreement shall be thirty (30) years beginning on

the 31 day of October, 1963, and ending on the 31 day of October, 1993, except as otherwise hereinafter provided.

The District grants to the City the right and option to extend this agreement in the sole discretion of the City upon the same covenants and conditions, together with any amendments or supplements that hereafter may be made a part hereof, for an additional term of ten (10) years, upon the City giving the District written notice of its exercise of such option not less than 180 days prior to the expiration of the aforesaid term.

2. Title. The City agrees that title to that certain land described in said Exhibit 1, including all improvements thereon, shall remain at all times in the District throughout the term of this Operating Agreement and extensions thereof, if any.

3. Operation of Facility. The City shall operate the Facility as hereinafter provided and in accordance with paragraphs 6, 7, and 8 hereof. The City shall set and retain the fees and charges to be made for admission by the public using the Facility for recreational purposes, and the District shall set and retain the fees and charges for educational and school sponsored events. In addition, the City shall receive and retain all other income and revenue derived from the operation of the Facility, except said fees and charges set and retained by the District, including but not limited to such

admission fees and charges, the sale of food, drinks, refreshments or other services offered for the benefit and convenience of visitors of the Facility, or monies received from the District as hereinafter provided.

4. Maintenance. The City will keep the Facility in a safe and sanitary condition at all times and the City will maintain and keep in good repair the land described in the attached EXHIBIT 1, together with all physical improvements erected thereon, including the pool, buildings, grounds, and the filtration, heating and purification systems and all utilities for gas, light, heat, water, power and telephone installations required by the City in the operation of the Facility. No original equipment shall be replaced or further capital improvements made by the City upon said land without the written consent of the District thereto first having been obtained.

The City shall keep a record of all charges for services, including utilities, and all costs incurred in the maintenance, repair, replacement or improvement of the Facility. These charges and costs shall constitute the total cost of maintenance. Said maintenance cost shall be apportioned between the parties hereto in direct proportion to their respective use of the Facility as follows:

The City shall keep an accurate record of the total number of hours and fractions thereof the Facility is actually used in each

fiscal accounting period, together with the total number of hours and fractions thereof included therein that the Facility was used or reserved for use by the District. The District will pay to the City that portion of the total maintenance cost as the hours of the District's use during the fiscal accounting period bears to the total number of hours said Facility is actually operated during said period.

Said payment shall be made by the District to the City not later than thirty (30) days following the billing therefor by the City.

5. Inspection of Books and Records. Each party hereto shall have the right to full and unhampered access during regular business hours to all the books and records of the other party pertaining to the use or maintenance of said Facility.

6. Personnel. The City shall at all times provide custodians, engineers and other personnel necessary for the complete and proper maintenance of the Facility in accordance with the provisions of section 4 herein. The City shall provide, only during the time it has use of the Facility and without cost to the District locker attendants and managers, together with not less than one life guard for each one hundred (100) persons or fraction thereof using the Facility.

Exhibit A



All such personnel shall be employed by the City and paid at the rates established by the Board of Recreation and Park Commissioners.

The City will further provide, during the time the District has use of the Facility, and only upon request by the District to the Board of Recreation and Park Commissioners, not less than one (1) lifeguard for each one hundred (100) persons or fraction thereof using the pool and any additional personnel of the class described in the paragraph immediately above, payment for said personnel to be made by the District to the City at rates established by the Board of Recreation and Park Commissioners.

The District shall provide, at no cost to the City, instructive and supervisory personnel as are required by the District for the presentation of its educational programs.

7. Program. The District shall use the Facility for educational and other school associated or sponsored activities only, and will not duplicate the City's program of recreational use. Conversely, the City will use said Facility for recreational purposes only, which shall be consistent with its recreational program conducted at other City swimming pools.

8. Hours of Operation. The District shall have the right to the exclusive use of the Facility during all "Regular School Days" as hereinafter defined.

The City shall have the right to use the Facility at the close of "Regular School Days" and on Saturdays, Sundays,

school holidays and during the school vacation periods.

"Regular School Days" shall be defined as those days on which school is held in regular session as established in the school calendar and adopted by the Board of Education of the City of Los Angeles for each school year. The hours of such regular school days shall be as established by the Administration of Venice High School in the "Schedule of Classes" for each semester in accordance with rules and regulations of the Board of Education; provided, however, that in no event shall such hours extend beyond 3:30 p.m. of said Regular School Days, unless otherwise agreed by the parties to this Agreement.

Use of the Facility by either party to this agreement at times other than those specified above shall be permitted by mutual agreement of the parties hereto upon reasonable request being made.

9. Concession Privileges. The City shall have the right to grant or otherwise operate concession privileges of the type customarily found in City operated swimming pools. No concession privileges may be operated or granted, however, during the time the District has use of the Facility.

10. Hold Harmless. The District agrees to save and hold the City harmless from all claims or liability for personal injury, death or property damage arising out of or in connection with the operation of the pool during the hours the District has

Exhibit A

the exclusive use of the Facility. Conversely, the City agrees to hold the District free and harmless from all such claims or liability arising during the City's exclusive use of said Facility.

11. Amendments. This Operating Agreement may be amended or terminated at any time by the mutual agreement of the parties; provided, however, that in the event this agreement is terminated prior to the expiration of the initial term hereof (thirty years) by the District, it is agreed that the District will pay to the City a sum of money that bears the same relation to the total cost of the construction of said Facility, including the expenses incurred in the design thereof, as the unexpended life span of said Facility at the time of such termination bears to the total life span of the Facility.

It is further understood and agreed that the estimated life expectancy of the Facility is thirty (30) years.

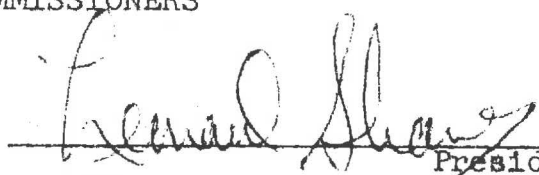
12. Casualty. (a) If through no fault of the parties hereto the Facility shall be so damaged by fire, casualty or other cause or happening as to be substantially destroyed and rendered untenable, or if any authority having jurisdiction shall order the demolition or removal of the Facility herein, then this Operating Agreement shall cease and come to an end.

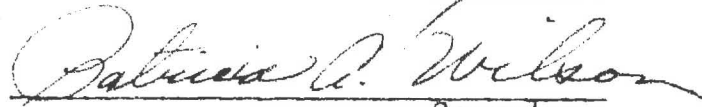
(b) If through no fault of the parties hereto the Facility shall be partially destroyed by fire, casualty, or other cause or happening, or be declared unsafe

by an authority having jurisdiction, neither party hereto shall have the obligation to restore said Facility or put it in proper condition for use and occupancy; provided, however, that should said Facility not be so restored and made safe within sixty (60) days from the date of said partial destruction or declaration of unsafe condition thereof, then in that event, either party hereto may, at its option and, upon reasonable notice thereof being given to the other, terminate and end this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement as of the day and year first hereinabove written.

THE CITY OF LOS ANGELES, a  
municipal corporation  
acting by and through its  
BOARD OF RECREATION AND PARK  
COMMISSIONERS

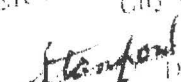
By  President

By  Secretary


LOS ANGELES UNIFIED SCHOOL DISTRICT  
OF LOS ANGELES COUNTY  
By BOARD OF EDUCATION OF THE CITY  
OF LOS ANGELES

By  President

By  Director of Real Estate

Approved as to Form  
7/20/63  
ROGER ARNEBERGH  
City Attorney  
By  Deputy

APPROVED AS TO FORM  
HAROLD W. KENNEDY  
County Counsel

By  Deputy

# APPROVED

ATTACHMENT NO. 2

3 - 1 - 2017

BOARD REPORT

BOARD OF RECREATION  
AND PARK COMMISSIONERS

NO. 17-057

DATE March 1, 2017

C.D. 11

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: VENICE HIGH SCHOOL POOL – SWIMMING POOL REPLACEMENT (PRJ21110) PROJECT; ALLOCATION OF QUIMBY FEE INTEREST

AP Diaz	_____	V. Israel	_____
*R. Barajas	<u>LED</u>	N. Williams	_____
H. Fujita	_____		

*for*

  
 \_\_\_\_\_  
 General Manager

Approved ✓                      Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Quimby Fee Interest from the Quimby Fees Interest Account No. 89460K-01 to the Venice High School Pool Account No. 89460K-VH;
2. Approve the allocation of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Quimby Fee Interest from Venice High School Pool Account No. 89460K-VH for the Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project; and,
3. Authorize the RAPs Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Venice High School Pool was constructed in 1961 and is an indoor pool facility located at 2490 Walgrove Avenue in the Venice area of the City. This 0.37 acre facility provides a variety of aquatic programs to the Los Angeles Unified School District (LAUSD), and to the surrounding community, including swim meets, water polo, lifeguard training, swimming lessons and other programs. Approximately 6,402 City residents live within a one half (1/2) mile walking distance of Venice High School Pool. Due to the facilities, features, programs, and services it provides, Venice High School Pool meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

BOARD REPORT

PG. 2 NO. 17-057

PROJECT SCOPE

The scope of the Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project is the demolition and replacement of the existing Venice High School Pool. LAUSD is currently developing concept plans for the modernization of Venice High School. As a part of that process, RAP is engaged in discussions with the LAUSD about how to best facilitate the eventual replacement of the existing Venice High School Pool.

A complete project scope and cost for the proposed Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project has not yet been developed. Additional community outreach and design work is needed to determine the appropriate development plan for the project.

PROJECT FUNDING

Upon approval of this report, Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Quimby Fee Interest from the Quimby Fees Interest Account No. 89460K-01 can be transferred to the Venice High School Pool Account No. 89460K-VH and allocated to Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project.

The total funding available for the Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project would be Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

Pursuant to Los Angeles Municipal Code Section 12.33 J.2, interest accrued on Quimby in-lieu fees may be applied outside the project development for which the original fees were collected, provided that RAP holds a public hearing prior to committing the interest, and uses the interest to develop new or rehabilitate existing parks or recreational facilities within the City.

FUNDING SOURCE MATRIX

<b>Source</b>	<b>Fund/Dept/Acct</b>	<b>Amount</b>	<b>Percentage</b>
Quimby Interest	302/89/89460K-VH	\$2,500,000.00	100%
<b>Total</b>		\$2,500,000.00	100%

PROJECT CONSTRUCTION

Staff has determined that sufficient funding has not yet been identified for the Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project. However, staff recommends that the available funding be transferred to the Venice High School Pool Account No. 89460K-VH, and allocated to Venice High School Pool – Swimming Pool Replacement (PRJ21110) Project, and that those funds remain in that account until the complete project scope has been determined and sufficient funds have been identified to begin project implementation.

It is unknown at this time when construction of this project can commence.

## BOARD REPORT

PG. 3 NO. 17-057

### TREES AND SHADE

The approval of this project will have no impact on existing trees or shade at Venice High School Pool and no new trees or new shade is currently proposed to be added to Venice High School Pool as a part of this project.

### ENVIRONMENTAL IMPACT STATEMENT:

RAP's staff has determined that CEQA will be addressed when the complete project scope has been determined and sufficient funds have been identified to begin the project.

### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact and the estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General fund.

The maintenance cost of the proposed park improvements are unknown at this time.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Maintenance and Construction Branch.

**VENICE HIGH SCHOOL POOL**

<b>Caldendar Year</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>TOTAL</b>
<b>Total Attendance</b>	50882	38381	42433	47668	48442	227806
<b>LAUSD attendance</b>	25448	15705	20819	24532	25678	112182
<b>Public attendance (by RAP)</b>	25434	22676	21614	23136	22764	115624

Summer Time	9 weeks
Hours per week	71
Total (RAP) =	639
Remaining Weeks	43
LAUSD hours per week	42.5
Total (LAUSD)=	1828
RAP hours per week	36
Total (RAP) =	1548

Note: (11 hours x 5 days) + (8 hours x 2 days)  
 Note: 71 hours x 9 weeks

Note: 8.5 hours x 5 days  
 Note: 42.5 hours x 43 weeks  
 Note: (4hours x 5 days) + (8 hours x 2 days)  
 Note: 36 hours x 43 weeks

	<b>Hours</b>	<b>Percentage</b>
<b>LAUSD usage per year</b>	1828	<b>46%</b>
<b>RAP usage per year</b>	2187	<b>54%</b>
<b>Total available usage hours</b>	4015	100%

<b>Hours of Operation</b>
<b>RAP usage for summer ( 9 weeks )</b> Monday - Friday: 10AM - 9PM Saturday and Sunday: 9AM - 5PM
<b>LAUSD usage (excludes summer)</b> Monday - Friday: 8:00 AM - 4:30 PM
<b>RAP usage (excludes summer)</b> Tuesday - Friday at 4:30 PM - 8:30 PM Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 5:00 PM