

NOTICE OF POTENTIAL BID REQUEST AND INVITATION
FOR POTENTIAL BIDDERS TO SUBMIT REQUESTS FOR
PRE-BID GEO-TECHNICAL STUDIES
TEMESCAL CANYON POOL

NOTICE IS THEREBY GIVEN that the Executive Director of the Santa Monica Mountains Conservancy of the State of California, and *ex officio* Executive Officer of the Mountains Recreation and Conservation Authority intends to recommend that the Santa Monica Mountains Conservancy as owner, and the Mountains Recreation and Conservation Authority, as facility manager, authorize a competitive bid process that will be open to any qualified bidder, including nonprofit organizations pursuant to Section 3.15 of the State Contract Manual, for a five (5) year lease of the existing pool facility in Temescal Canyon, subject to certain conditions as more specifically set forth below. **Such recommendation will be considered by the Santa Monica Mountains Conservancy at a meeting to be held at Stewart Hall, Temescal Canyon Conference and Retreat Center, 15601 Sunset Blvd., Pacific Palisades, CA 90272, on Tuesday, December 2, 2008 at 7:30 p.m.**

The Santa Monica Mountains Conservancy reserves the right to approve, deny, modify, condition, or to add or remove prospective conditions or particulars of the bid offering or the conditions thereof, or any combination of such actions. No individual, person, corporation, firm, nonprofit organization, or other entity shall have any right, title or interest as a result of this potential bid solicitation. Any rights or interests shall derive exclusively from an executed lease agreement with the Santa Monica Mountains Conservancy and approved by the Director of General Services and such other approving entities as may be required by applicable law.

SUMMARY OF BID CONDITIONS TO BE RECOMMENDED. The Executive Director of the Santa Monica Mountains Conservancy intends to recommend the following bid conditions, provided, however, that this list of bid conditions is not comprehensive as to the total package of bid conditions that may be recommended by the Executive Director, nor approved by the Santa Monica Mountains Conservancy:

- Who may bid: Any individual, firm or corporation authorized to do business in the State of California, any unincorporated association, or any nonprofit organization qualified as such pursuant to the laws of the state of California, whether or not such organization has qualified or intends to qualify pursuant to Section 501(c) (3) of the Internal Revenue Code. The Conservancy and/or the Mountains Recreation and Conservation Authority reserves the right to conduct any and all credit and asset checks upon any bidder or potential bidder in order to ascertain such bidder's fitness to perform, provided however, that any bidder or potential bidder shall be notified if any credit or asset check discloses adverse information, and such bidder or potential bidder shall have the opportunity to post a cash or security bond, in an amount satisfactory to the Executive Director, in order to satisfy a reasonable ability to perform standard.

- Property to be leased: The existing Temescal Canyon pool facility and adjacent grounds previously occupied and leased by the Pacific Palisades-Malibu YMCA.
- Term: Five (5) years from end of reconstruction period. This lease term is non-renewable and non-extendable. Any further lease of the Temescal Canyon Pool will be subject to a full Environmental Impact Report, Temescal Canyon Master Plan approval, and California Coastal Commission approval (if required). It is expressly understood by all parties that the Conservancy may, at its exclusive determination and based only upon the provisions of the Santa Monica Mountains Conservancy Act, decide not to continue pool use at this site and may substitute any use, or no use, at this location.
- Reconstruction period: From the date of execution of the lease by all parties, the lessee shall have not more than one year to reconstruct/repair the pool. The reconstruction period will end with the opening of the pool for use, and as of such date the lease term shall commence.
- Acknowledgement: Each pool user must acknowledge that he/she understands and agrees to all the terms and conditions, including lease terms and non-renewal provisions. No person shall be permitted to use the pool that has not agreed to be bound by the non-renewal provisions.
- Consideration: One dollar (\$1) per year, *plus* “At Risk Youth Activity Contribution” as more specifically detailed below.
- Liability: Lessee assumes all liability under the same terms as the previous tenant, YMCA assumed in its lease with the Presbyterian Synod. To wit, the lessee “tenant” will be bound by the following:

TENANT agrees to protect, indemnify, defend, and hold harmless the SMMC and MRCA, and SMMC’s and MRCA’s directors, officers, constituent members (including, without limitation, the Rancho Simi Recreation and Park District and the Conejo Recreation and Park District), employees, and agents, from any and all liability, claims, demands, and causes of action of any nature, in law or in equity, and any expense incident to SMMC’s defense, for injury to or death of persons or loss of or damage to property occurring on or about the Premises, that grow out of or are connected with TENANT’s use, development and/or occupation of the Premises, or the condition of the Premises. TENANT shall further protect, indemnify, defend, and hold harmless SMMC and MRCA and SMMC’s and MRCA’s directors, officers, constituent members (including, without limitation, the Rancho Simi Recreation and Park District and the Conejo Recreation and Park District), from and against any and all claims arising from any breach or default in the performance of any obligation on TENANT’s part to be performed under the terms of

this Lease, or arising from any negligence of TENANT or TENANT's agents, employees, representatives, or contractors from and against all costs, attorneys fees, expenses, and liabilities incurred in the defense of any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against SMMC or MRCA by reason of any such claim, TENANT, upon notice from SMMC, shall defend SMMC and MRCA at TENANT's expense by counsel satisfactory to SMMC. TENANT, as a material part of the consideration to SMMC, hereby assumes all risk of damage to property or injury or death to persons, in, upon or about the Premises arising from any cause and TENANT hereby waives all claims in respect thereof against SMMC.

- **Insurance:** Lessee shall maintain a comprehensive liability insurance policy acceptable to the Executive Director in an amount to be determined by the Office of the Attorney General, but not less than two million dollars (\$2,000,000) per occurrence/claimant, or five million dollars (\$5,000,000) total.
- **Parking:** Long term users of the pool will be required to purchase the MRCA annual parking pass, at the current discounted rate. Occasional users will be required to purchase the full daily parking pass. Persons parking on the deeded YMCA property at the southern end of Temescal Canyon will be governed by YMCA rules and parking rates.

The "At Risk Youth Activity Contribution" is the monthly contribution of the actual cost of a two day, one night, outdoor camping experience for 40 at-risk-youth, spread over two sessions, at Sycamore Grove, or other appropriate venue in Temescal Canyon. If provided by the Mountains Recreation and Conservation Authority the actual costs are \$156.50 per camper for a two day, one night outdoor camping experience. (These costs will be subject to an annual inflation adjustment.) The lessee or proposed lessee may substitute an alternative overnight camping experience for the same or greater number of participants and offering an equivalent or substantially similar outdoor experience to be conducted at their expense. Any such alternative program to be conducted by a lessee shall be certified by the Deputy Executive Officer for Education and Interpretation of the Mountains Recreation and Conservation Authority, and his or her certification of the applicability of such alternative program shall be conclusive, subject only to appeal to the Executive Officer of the Mountains Recreation and Conservation Authority.

The "Non renewal provision" is a statement in all applicable documentation, as determined by the Executive Director, that the lease may not be renewed. A new lease may be entered into, but only after full compliance with all applicable laws, regulations, and policies, including—at a minimum—full compliance with the Environmental Impact Report requirements of the California Environmental Quality Act, compliance with the provisions of the Temescal Canyon Master Plan, which plan shall be developed to guide future development and use of the canyon, and compliance with California Coastal Act.

POTENTIAL BIDDER OPPORTUNITY FOR SITE INSPECTION AND GEO-TECHNICAL STUDIES:

The Temescal Pool site is available for inspection and geo-technical studies by *bona fide* potential bidders. Contact Lisa Soghor at (323) 221-8900 x 105 or via e-mail at lisa.soghor@mrca.ca.gov.

FURTHER QUESTIONS WILL BE ANSWERED ONLY VIA E-MAIL AND WILL BE POSTED ON THE SMMC WEBSITE.

<http://www.smmc.ca.gov/temescalpool/>

Address all questions/comments to: TemescalPoolInfo@smmc.ca.gov.