

AGREEMENT BIBLIOGRAPHY

Agreement With:	City of Santa Ana
Agreement Type:	To explore the redevelopment of the Willowick Golf Course
Date Approved:	04 10 2018
Start Date:	04 01 2018
End Date:	03 31 2023
Contract Amount:	\$50,000
Comments	File No. 73.13 Community and Economic Dev.
Insurance Expiration:	N/A

JW
8/13/18



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

April 25, 2018

City of Santa Ana
20 Civic Center Plaza 8th Floor
P.O. Box 1988 M31
Santa Ana, CA 92701

Maria D. Huizar, City Clerk

Enclosed is the agreement between the City of Santa Ana and the City of Garden Grove to explore the redevelopment of the Willowick Golf Course site in the City of Santa Ana.

The Agreement was approved by the City Council at their meeting held on April 10, 2018 meeting.

For convenience and expediency, a self-addressed envelope has been included, as our office respectfully requests that a copy of the fully executed agreement be returned to the City Clerk's Office.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: Liz Vasquez
Deputy City Clerk

Enclosure

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

DATE MAY 25 2018

by CDA (p)

arc Morley

AGREEMENT BETWEEN
CITY OF SANTA ANA AND CITY OF GARDEN GROVE
TO EXPLORE THE REDEVELOPMENT OF THE WILLOWICK GOLF COURSE
SITE IN THE CITY OF SANTA ANA

WHEREAS, the City of Garden Grove (Garden Grove) owns the Willowick Golf Course property ("Property"), which is comprised of approximately 101.5 acres located at 3017 W 5th Street, within the jurisdictional boundaries of the City of Santa Ana (Santa Ana), together, Garden Grove and Santa Ana are referred to herein as "the Parties;" and

WHEREAS, in September 2017 the Parties entered into a Memorandum of Understanding wherein the Parties agreed to jointly explore the potential for redevelopment of the Property;

WHEREAS, the Parties wish to enter into this Agreement to take the first steps in the joint exploration of the potential redevelopment of the Property.

NOW, THEREFORE, it is agreed, by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California and the City of Garden Grove, a municipal corporation duly organized and existing under the Constitution and laws of the State of California as follows:

1. Term. The term of this Agreement commences on April 1, 2018 and remains in effect for five years through March 31, 2023, unless sooner terminated by 30 days' notice of one Party to the other. Any work completed by any consultant hired by the Parties will be shared by the Parties through the date of termination. Except as provided in Section 3 below, the hiring of any consultant or contractor pursuant to this Agreement will require the prior approval of both Parties.
2. Willowick Ad Hoc Steering Committee. Each of the Parties will appoint three officials from each Party to serve on an ad hoc steering committee to oversee the implementation of this Agreement and to from time to time provide reports to each City Council on the implementation activities outlined in this Agreement.
3. Hiring of Consultants. The Parties will jointly procure and hire an Economic Advisory consultant and a Community Facilitation consultant as follows:
 - (a) Economic Advisory Consultant. The Economic Advisory consultant would advise the Parties on the development possibilities for the Property and provide third party market validation of development proposals once developed. Each Party's City Manager is authorized to enter into a professional services agreement and to commit no more than \$25,000 each, for a total of \$50,000 shared equally between the Parties, towards the work of the Economic Advisory consultant.
 - (b) The Community Facilitator would conduct a to-be-determined scope of community outreach that would identify a list of community needs and objectives that a reuse plan should address. The scope would include development of a

"vision" for reuse of the site based on the results of the community outreach. Outreach techniques would be selected based on the best fit for the community. These could include conventional community meetings, but other outreach methods, such as use of online survey tools and focus groups, will also be considered. Special efforts will be undertaken to solicit input from non-English speaking community members. Planning Commissioners and elected officials of both cities would receive a presentation on the outcome of the outreach effort and vision developed for the Property. The vision would inform development of land use planning alternatives. Each Party's City Manager is authorized to enter into a professional services agreement and to commit no more than \$25,000 each, for a total of \$50,000 shared equally between the Parties, towards the work of the Community Facilitator consultant.

- (c) To facilitate the process of hiring the consultants, the Parties will collaborate in the selection of the consultants. Implementation of the professional services agreements may require Garden Grove to serve as the primary Party to engage the consultants, in which case Santa Ana agrees to reimburse Garden Grove for its share of the costs subject to the amounts described in Sections 3(a) and 3(b).
- 4. Master Developer Solicitation. Concurrent with the hiring of the Economic Advisory Consultant and the Community Facilitator, the Parties will prepare a solicitation (RFQ or RFP) for a Master Developer, which may include the selection of a neutral Third Party Facilitator to assist with the solicitation process of a Master Developer. The solicitation is intended to enable the Parties to select a Master Developer to begin working with the Parties to undertake land use planning of the Property based on the vision developed through the community outreach process.
- 5. Mutual Indemnification. Each Party to this Agreement is responsible for its own acts or omissions. Each Party represents that it is self-insured, participates in a joint powers agreement with other governmental entities, or maintains policies of insurance against public liability, property damage, automobile liability and worker's compensation as it may be prudent or as required by law.
 - (a) Pursuant to California Government Code Section 895.4, Santa Ana agrees to indemnify, defend with counsel approved in writing and hold harmless Garden Grove, its elected officials, board members, officers, agents, employees and authorized volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including, without limitation, court costs, reasonable attorneys' fees, and expert witness fees, arising out of, in connection with or in any way related to the negligence and willful misconduct of Santa Ana relating to this Agreement.
 - (b) Pursuant to California Government Code Section 895.4, Garden Grove agrees to indemnify, defend with counsel approved in writing and hold harmless Santa Ana, its elected officials, council members, officers, agents, employees and authorized volunteers from and against any and all claims, damages, demands, liability,

costs, losses and expenses, including, without limitation, court costs, reasonable attorneys' fees, and expert witness fees, arising out of, in connection with or in any way related to the negligence and willful misconduct of Garden Grove relating to this Agreement.

(c) The provisions of this Section will survive the termination or expiration of this Agreement.

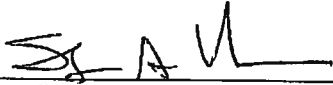
6. Third Party Beneficiaries. Nothing in this Agreement will or can be construed to confer any rights upon any party not signatory to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, THIS AGREEMENT has been executed by the Parties by their respective authorized representatives.

RECOMMENDED FOR APPROVAL

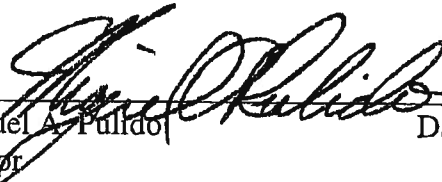
By:



Steven Mendoza, Executive Director
Community Development Agency

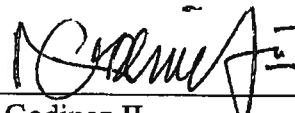
CITY OF SANTA ANA

By:


Miguel A. Pulido
Mayor

Date

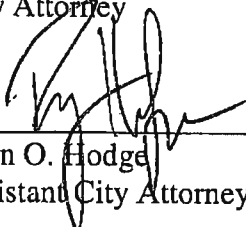
By:


Raul Godinez II
City Manager

APPROVED AS TO FORM:

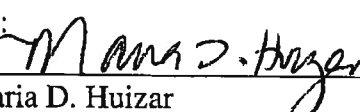
Sonia R. Carvalho
City Attorney

By:


Ryan O. Hodge
Assistant City Attorney

Attest:

By:


Maria D. Huizar
City Clerk

5/25/2018
Date

CITY OF GARDEN GROVE

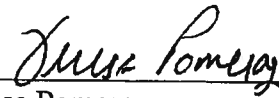
By:


Steven R. Jones
Mayor

Date

Attest:


By:


Teresa Pomeroy
City Clerk

4/25/18
Date

APPROVED AS TO FORM

By:


Omar Sandoval
City Attorney

APPROVAL OF AN AGREEMENT WITH THE CITY OF SANTA ANA TO EXPLORE THE
REDEVELOPMENT OF THE WILLOWICK GOLF COURSE (F: 73.13)

It was moved by Mayor Jones, seconded by Council Member K. Nguyen that:

An agreement by and between the City of Santa Ana and the City of Garden Grove be approved to explore the redevelopment of the Willowick Golf Course site located in the City of Santa Ana as set forth in the terms of the agreement including sharing the cost in the amount of \$50,000 for hiring an Economic Advisory Consultant; and

The Mayor be authorized to execute the agreement on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager's Office	Dept.:	Community and Economic Development
Subject:	Approval of an Agreement with the City of Santa Ana to explore the redevelopment of the Willowick Golf Course. (Cost: \$50,000) (<i>Action Item</i>)		
		Date:	4/10/2018

OBJECTIVE

For the City Council to consider approval of an Agreement between the Cities of Santa Ana and Garden Grove to explore the redevelopment of the Willowick Golf Course in the City of Santa Ana. (See attached Agreement)

BACKGROUND

The City of Garden Grove owns the Willowick Golf Course, which is comprised of approximately 101.5 acres located at 3017 W 5th Street, in the City of Santa Ana. Over the years, the cities of Garden Grove and Santa Ana have discussed various redevelopment options for the property. In September 2017 both cities approved a Memorandum of Understanding (MOU) formalizing the mutual interest of both entities to discuss redevelopment options for the property. The MOU acknowledged that both cities had mutual interest in examining options for potential development of the property and scheduled a joint City Council meeting that took place on December 4, 2017 at the City of Santa Ana. At the joint City Council meeting, direction was given for staff of both cities to develop options for potential redevelopment of the property. Options were to carefully consider impacts of redevelopment on surrounding neighborhoods, evaluate "Lessons Learned" from similar reuse projects, identify community needs, and develop a project vision based on the identified needs.

DISCUSSION

This Agreement would provide for both cities to further implement the exploration of the redevelopment of the property by retaining independent consultants to help create a vision of future development, work with community outreach to determine community needs, and determine the economic framework for the value of the property.

An economic advisory consultant would advise the cities on the development possibilities for the property and provide third party market validation of development proposals once a vision for redevelopment is achieved.

A community facilitator would conduct a to-be-determined scope of community outreach that would identify a list of community needs and objectives that a reuse plan should address. The scope of services would include development of a "vision" for reuse of the property based on the results of the community outreach. Outreach techniques would be selected based on the best fit for the community. These could include conventional community meetings, but other outreach

methods, such as use of online survey tools and focus groups, will also be considered. Special efforts will be undertaken to solicit input from non-English speaking community members. Planning Commissioners and elected officials of both cities would receive a presentation on the outcome of the outreach effort and vision developed for the property. The vision would inform development of land use planning alternatives for the property.

Concurrent with the hiring of the two consultants, the cities will jointly develop a solicitation for a Master Developer. The solicitation is intended to enable the cities to select a Master developer to begin working to undertake land use planning of the property based on the vision that will be developed through the community outreach process.

In addition, the Agreement will establish a Willowick Ad Hoc Steering Committee on which three members of each City Council will be requested to serve, to oversee the implementation of the Agreement and to provide reports to each City Council from time to time on the implementation activities outlined in the Agreement.

Finally, the Agreement would authorize each City Manager to approve the professional services agreements for the consultants and to commit no more than \$50,000 from each city, for a total of \$100,000 shared equally between the parties, towards the work of the Economic Advisory consultant (\$50,000 total) and Community Facilitator consultant (\$50,000 total). The City of Garden Grove may take the lead in hiring the consultants subject to reimbursement by the City of Santa Ana. Reimbursement of the cities' contribution may be included as a term of an agreement with a Master Developer.

FINANCIAL IMPACT

The funding for the cost of both Consultant Agreements will not exceed \$50,000 each and will be funded by the City of Garden Grove General Fund, Fund 106. The City of Santa Ana would refund one-half of this cost for each consulting agreement.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Agreement between the Cities of Santa Ana and Garden Grove to explore the redevelopment of the Willowick Golf Course site in the city of Santa Ana.

By: Greg Blodgett, Sr. Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	4/4/2018	Backup GG-Material	GG-SANTA_ANA_WILLOWICK_REDEVELOPMENT_EXPLORATION_IMPLEMENTATION_AGREEMENT_(1).pdf