

**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]

