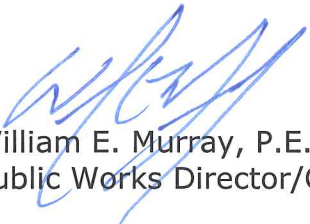


TERMINATION OF AGREEMENT WITH THE ORANGE COUNTY FLOOD CONTROL
DISTRICT RELATING TO THE MAINTENANCE OF PARK PROPERTY AT HASTER BASIN
July 8, 2014
Page 2

RECOMMENDATION

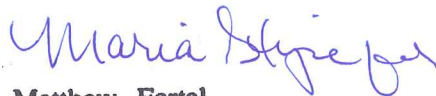
Staff recommends that City Council:

- Approve the termination of the Agreement; and
- Authorize the City Manager to send the attached notice of termination of the Agreement to OCFCD.


William E. Murray, P.E.
Public Works Director/City Engineer

Attachments: 1. Notice of Termination
2. Agreement

Recommended for Approval



Matthew Feral
City Manager

July 8, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Shane L. Silsby, Director
County of Orange, Department of Public Works
Orange County Flood District
300 N. Flower Street
Santa Ana, CA 92703-5000

RE: Notice of Termination of December 12, 1972 Agreement between the
City of Garden Grove and Orange County Flood Control District
Relating to Haster Basin

Dear Mr. Silsby:

As you are aware, the Orange County Flood Control District ("OCFCD") has recently completed its upgrade of the Haster Basin flood control facilities. In conjunction with these upgrades, OCFCD has revamped and upgraded the adjacent recreational facilities. The site of the recreational facilities formerly operated and maintained as a Garden Grove city park are now being operated and maintained as a County park. As a result, the December 12, 1972 Agreement between OCFCD and the City of Garden Grove relating to the operation and maintenance of park facilities at the site is now moot.

This letter serves as notice of termination by the City of Garden Grove of the December 12, 1972 Agreement with OCFCD relating to the real property known as Haster Basin located at 12952 Lampson Avenue, Garden Grove, CA 92840. The termination shall be effective August 15, 2014. A copy of the Agreement is enclosed for your reference.

If you have questions, I can be reached at (714) 741-5100.

Sincerely,

Matthew J. Fertal
City Manager

cc: Michael Giancola, County of Orange Chief Executive Officer

FILED
DEC 12 1972

ORIGINAL - CLERK OF THE BOARD

W. E. ST JOHN, County Clerk

Agreement No. C751

By _____ Deputy

A G R E E M E N T

1 THIS AGREEMENT, made and entered into this 12th day of December,
2 1972, by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and
3 politic, hereinafter referred to as "DISTRICT," and the CITY OF GARDEN GROVE, a
4 municipal corporation, hereinafter referred to as "CITY."

R E C I T A L S :

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6
7
8 WHEREAS, DISTRICT owns certain real property situated within the City of
9 Garden Grove known as Haster Basin, more particularly described in Exhibit "A"
10 attached hereto and incorporated by reference herein as though fully set forth; and

11 WHEREAS, DISTRICT's Board of Supervisors, under Section 214 of the Orange
12 County Flood Control Act, finds and declares that recreational use of said Haster
13 Basin will not impair or diminish existing or probable future requirements for flood
14 control or water conservation provided the plans therefor are subject to careful
15 review; and

16 WHEREAS, CITY desires to provide public park facilities to benefit the
17 citizens of Garden Grove and the County of Orange; and

18 WHEREAS, Haster Basin is well suited to development of a public park facility
19 as an additional use; and

20 WHEREAS, CITY and the Orange County Harbors, Beaches and Parks District have
21 contemporaneously herewith entered into a cooperative financing agreement for the
22 proposed park;

23 NOW, THEREFORE, in consideration of the mutual promises and covenants herein
24 the parties hereto agree as follows:

25 1. CITY shall have the right to enter upon Haster Basin and, at no cost to
26 DISTRICT, to develop and use said property as a CITY park facility so long as this
27 Agreement shall remain untermiated by either party upon condition that all plans for
28 development or improvement shall first be approved by DISTRICT's Chief Engineer as to
29 compatibility with the basin's primary function.

30 2. After the expiration of -25- years from the date hereof either party
31 may terminate this Agreement by giving the other party notice of termination, whereupon
32 CITY may within a reasonable time remove any and all park improvements notwithstanding

OFFICE OF
COUNTY COUNSEL
ORANGE COUNTY

STATE OF CALIFORNIA
COUNTY COUNSEL
ORANGE COUNTY

1 their becoming affixed to and a part of the realty.

2 3. The highest public use of the property is for the purpose of flood
3 control and should, in the opinion of the DISTRICT's Board of Supervisors, the park
4 use become incompatible with flood control use due to changed conditions not now
5 anticipated, CITY shall make such modifications as required to meet new flood control
6 needs.

7 4. CITY shall maintain and operate at no cost to DISTRICT all facilities
8 within the property except those designated by DISTRICT's Chief Engineer as exclusively
9 devoted to flood control purposes, which shall continue to be maintained by DISTRICT,
10 provided that should an emergency of any nature be declared by the County of Orange
11 or State of California, DISTRICT shall undertake to repair and restore to facilities
12 jointly used for flood control and park purposes any damage caused by the emergency
13 condition.

14 5. DISTRICT shall retain the right to enter upon the property to perform
15 any and all lawful acts and to discharge its obligations under this Agreement.

16 6. CITY agrees to save and hold harmless all employees, agents, and officers
17 of DISTRICT from all claims or actions including costs of defending such claims or
18 actions arising from the development or use of Haster Basin as a park facility.

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1 IN WITNESS WHEREOF, DISTRICT has caused this Agreement to be executed by the
2 Chairman of its Board of Supervisors and attested by its Clerk, and CITY has caused
3 this Agreement to be executed by its Mayor and attested by its Clerk, both on the
4 dates written opposite their signatures.

6 ORANGE COUNTY FLOOD CONTROL DISTRICT

8 Date: December 12, 1972

7
8 By Ronald Weisler
Chairman of its Board of Supervisors

10 ATTEST:

"DISTRICT"

11 WILLIAM E. ST JOHN
12 County Clerk and ex-officio Clerk of
13 the Board of Supervisors of Orange
14 County, California, acting as the
15 Governing Board of the Orange County
16 Flood Control District

15 By Jane Alexander
16 Deputy

18 CITY OF GARDEN GROVE

19
20
21 Date: November 7, 1972

20
21 By Bernard Adams
Mayor

23 ATTEST:

"CITY"

24 By Ruby H. Silva
25 City Clerk

27 APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

28 ADRIAN KUYPER, County Counsel
29 County of Orange, California

30
31 H. G. Osborne
H. G. Osborne, Chief Engineer
Orange County Flood Control District

30 By Clayton H. Parker
31 Clayton H. Parker, Chief Assistant

COUNTY COUNSEL
ORANGE COUNTY

FILED
DEC 12 1972

ORIGINAL - CLERK OF THE BOARD

W. E. ST JOHN, County Clerk

AGREEMENT

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COUNTY COUNSEL
ORANGE COUNTY

THIS AGREEMENT, made and entered into this 12th day of December, 1972, by and between the ORANGE COUNTY HARBORS, BEACHES AND PARKS DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT," and the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "CITY."

RECITALS:

WHEREAS, DISTRICT's Board of Supervisors, recognizing the need for park facilities in the County of Orange, has previously appropriated \$100,000 for the development of a community park in the City of Garden Grove, and

WHEREAS, CITY desires to develop property within the City of Garden Grove, owned by the Orange County Flood Control District, known as Haster Basin; and

WHEREAS, CITY and the Orange County Flood Control District have simultaneously herewith entered into an agreement for the use of Haster Basin as a public community park facility; and

WHEREAS, DISTRICT may not spend monies for parks until it has complied with the procedures provided in Sections 5940 through 5944 of the Harbors and Navigation Code;

NOW, THEREFORE, in consideration of the mutual covenants herein the parties hereto agree as follows:

1. CITY shall prepare, or have prepared by a consultant mutually selected by DISTRICT and CITY, plans for the improvement of that certain property known as Haster Basin as a community public park facility. Plan preparation shall be at no cost to DISTRICT.
2. CITY shall submit preliminary and final plans to DISTRICT and to the Orange County Flood Control District for review and approval, Flood Control review being limited to compatibility with flood control purposes.
3. DISTRICT shall commence the procedures contained in Sections 5940 through 5944 of the Harbors and Navigation Code and shall determine whether the plan shall be approved and DISTRICT should contribute the sum of \$100,000 for said park.
4. Upon approval of the project by DISTRICT and by the Orange County Flood Control District, CITY shall advertise for bids for construction in accordance with

COUNTY COUNSEL
ORANGE COUNTY

1 CITY's regular procedure for advertising for bids for public works contracts, and upon
2 award of a contract for construction of park improvements in accordance with the
3 approved plans, DISTRICT shall pay to CITY an amount equal to ninety percent (90%) of
4 the accepted bid or Ninety Thousand Dollars (\$90,000), whichever is less, and upon
5 completion of the contract construction and acceptance by DISTRICT, DISTRICT shall pay
6 to CITY, upon CITY's request, the remainder of the contract construction costs except
7 that in no event shall DISTRICT pay to CITY more than One Hundred Thousand Dollars
8 (\$100,000).

9 5. The financial obligations of DISTRICT under this Agreement shall not
10 exceed One Hundred Thousand Dollars (\$100,000) and DISTRICT shall have no obligations
11 or responsibilities to operate or maintain the park to be constructed hereunder.

12 6. CITY agrees to save and hold harmless all employees, agents, and officers
13 of DISTRICT from all claims or actions including costs of defending such claims or
14 actions arising from the development or use of Haster Basin as a park facility.

15 7. CITY agrees to permit use by or residents of the County of Orange of said
16 park on the same basis and conditions as for residents of CITY. In the event that the
17 operation of said park by CITY produces net revenues in excess of the cost of operating
18 said park, CITY agrees to transmit to DISTRICT fifty percent (50%) of said net revenues.

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COUNTY COUNSEL
ORANGE COUNTY

IN WITNESS WHEREOF, DISTRICT has caused this Agreement to be executed by the Chairman of its Board of Supervisors and attested by its Clerk, and CITY has caused this Agreement to be executed by its Mayor and attested by its Clerk, both on the dates written opposite their signatures.

ORANGE COUNTY HARBORS, BEACHES AND PARKS DISTRICT

Date: December 12, 1972

By Ronald W. Casper
Chairman of its Board of Supervisors

ATTEST:
WILLIAM E. ST JOHN
County Clerk and ex-officio Clerk of
the Board of Supervisors of Orange
County, California, acting as the
Governing Board of the Orange County
Harbors, Beaches and Parks District



By Jane Alexander
Deputy

CITY OF GARDEN GROVE

Date: November 7, 1972

By Bernard C. Adams
Mayor

ATTEST:
Ruby H. Davis
City Clerk

"CITY"

APPROVED AS TO FORM:
ADRIAN KUYPER, County Counsel
County of Orange, California

By Clayton H. Parker
Clayton H. Parker, Chief Assistant



July 8, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Shane L. Silsby, Director
County of Orange, Department of Public Works
Orange County Flood District
300 N. Flower Street
Santa Ana, CA 92703-5000

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If you have questions, I can be reached at (714) 741-5100.

Sincerely,

Matthew J. Fertal
City Manager

cc: Michael Giancola, County of Orange Chief Executive Officer