

*Just*

**SANTA ANA RIVER FLOOD PROTECTION AGENCY  
400 Civic Center Drive West  
Santa Ana, California 92701**

APR 9 1975

**C**  
Secretary of State  
State of California  
Sacramento, California 95818

Dear Sir:

**O**  
The Santa Ana River Flood Protection Agency was signed into being by the Chairman of the Orange County Board of Supervisors on December 31, 1974.

Attached are two copies of the agreement as signed by the County of Orange, the Orange County Flood Control District and the sixteen city signators. Also attached are two copies of the adopting resolution of the Santa Ana River Flood Protection Agency and two copies of the minutes of January 9, 1975 authorizing the Chairman to submit this material to you.

**P**  
Please direct any correspondence relating to the new agency to my attention at the above address.

Sincerely,

**Y**  
Edward E. Just  
Director

EEJ/dbT3a  
Attachments

AN AGREEMENT PROVIDING FOR THE ESTABLISHMENT  
OF THE SANTA ANA RIVER FLOOD PROTECTION AGENCY  
(As Amended 12/18/74)

1 This is an Agreement between the County of Orange, the Orange County  
2 Flood Control District, and those cities and other public agencies within Orange  
3 County which subscribe to it. The parties are all public agencies having some  
4 jurisdiction or interest in the mitigation of deficiencies in the flood storage capa-  
5 city of Prado Dam and Reservoir and the concomitant flood hazard to the citizens  
6 of Orange County. This Agreement is made pursuant to Title 1, Division 7, Chapter  
7 5, of the Government Code of the State of California.

8 RECITALS

9 WHEREAS, the United States Army Corps of Engineers in the studies leading  
10 to a survey report on the Santa Ana River Basin for Orange, Riverside and San  
11 Bernardino Counties has advised in public meetings of the need for the correction of  
12 flood protection deficiencies along the Santa Ana River; and,

13 WHEREAS, the Corps of Engineers has studied and presented in public sev-  
14 eral alternative plans for works of improvement while preparing to present to the  
15 United States Congress for project authorization a feasible plan which best repre-  
16 sents expressed public interest; and

17 WHEREAS, the parties to this Agreement recognize the necessity and effec-  
18 tiveness of presenting a position of unanimity in seeking Congressional authorization  
19 for Santa Ana River flood protection project; and

20 WHEREAS, the parties to this Agreement have the authority and power to  
21 contract among themselves in constituting a joint powers agency representing their  
22 mutual interests.

23 COVENANTS

24 NOW, THEREFORE, the parties subscribing hereto in consideration of the  
25 mutual covenants herein contained, agree together as follows:

26 SECTION 1. - PURPOSE. The purpose of this agreement is for the joint  
27 exercise of the powers for flood protection, conservation and control of storm  
28 and flood waters, protection of the health, safety, welfare, and property of the  
29 residents residing within the parties' boundaries and the exercise of the common  
30 powers of the parties, and particularly to do the following:

31 A. To disseminate information on the flood hazard potential of the Santa  
32 Ana River and feasible plans for mitigating the flood threat;

1 B. To seek a position of unanimity in the statement of mutual interest of  
2 the citizens of Orange, Riverside and San Bernardino Counties in support of the  
3 most feasible alternative plan for flood protection along the Santa Ana River;

4 C. To solicit Congressional authorization and appropriations for works of  
5 improvement.

6 SECTION 2. - CREATION OF AGENCY.

7 A. There is hereby created a public entity entitled, "The Santa Ana River  
8 Flood Protection Agency", hereinafter called "AGENCY" and said AGENCY pur-  
9 suant to the provisions of government code section 6507, shall be a public agency  
10 separate from the parties hereto. Pursuant to government code section 6508.1  
11 the debts, liabilities, and obligations of the AGENCY shall not be the debts,  
12 liabilities, and obligations of the parties hereto.

13 B. Membership in the AGENCY shall be voluntary and shall include but  
14 not be limited to; the County of Orange, the Orange County Flood Control District,  
15 the incorporated cities of Orange County, and any public agency having authority  
16 under the Government Code of the State of California to contract for the joint exer-  
17 cise of powers. The effective date of this agreement shall be the date of execution  
18 by the Chairman of the Board of Supervisors for the County of Orange and Orange  
19 County Flood Control District following execution of the agreement by three or more  
20 of the incorporated cities of Orange County. Eligible agencies executing this Agree-  
21 ment prior to or within sixty calendar days of the effective date of this Agreement  
22 shall constitute the initial membership. Thereafter, any eligible agency desiring  
23 to gain membership may do so by subscribing to this Agreement pursuant to a duly  
24 adopted resolution of its governing board or council and upon ratification of sub-  
25 scription by a majority of the then members of the AGENCY.

26 C. The governing body of the AGENCY shall consist of a commission com-  
27 prised of one elected representative duly appointed from the governing board or  
28 council of each of the parties to this Agreement each Commissioner holding one vote.  
29 Commissioners shall represent, serve and be subject to removal and replacement  
30 at the pleasure of the appointing body. On the resignation, removal or incapacity  
31 of any commissioner, the contracting party hereto shall within thirty days appoint  
32 a replacement commissioner. Each commissioner shall file with the AGENCY a

1 certified copy of the resolution of appointment. The AGENCY shall annually elect  
2 one of its commissioners as chairman who shall preside at all meetings and shall  
3 also appoint a secretary. In the event a vacancy occurs in the office of chairman,  
4 the AGENCY shall, at its next meeting, elect a new chairman.

5 D. A quorum for the transaction of business of the AGENCY shall require  
6 affirmative approval by a majority of the members present at the meeting at which  
7 time such action is taken. The AGENCY shall adopt from time to time such rules  
8 and regulations consistent herewith for the holding of meetings and the conduct of its  
9 affairs. All meetings shall be open to the public. The AGENCY shall cause its sec-  
10 retary to keep full minutes of all meetings which shall be public documents and  
11 available for inspection at the office of the secretary by any interested person.

12 SECTION 3. - POWERS. The common powers to be exercised pursuant to  
13 this Agreement are the powers of each party to do any and all of the following:

14 A. To develop, provide and disseminate public information on the flood  
15 hazard potential of the Santa Ana River, alternative plans for the flood protective  
16 improvements and to solicit, communicate and support actions to secure Congres-  
17 sional authorization and appropriations for works of improvement.

18 B. To make and enter into contracts, to employ a part-time officer for the  
19 exercise of the powers described herein, and to contract with one or more of the  
20 parties to this agreement for the employment of the services and personnel needed  
21 for the exercise of the powers of the AGENCY.

22 C. To incur debts, liabilities or obligations necessary to carry out the  
23 purposes and powers of the AGENCY. However, there shall be no expense, liability  
24 or obligation incurred in excess of the budget without the approval or ratification of  
25 the participating member agencies.

26 D. To exercise jointly the common powers of the members necessary or  
27 incidental to carrying out the purposes of the AGENCY.

28 SECTION 4. - ADMINISTRATIVE PROCEDURES.

29 A. Within sixty days after the first meeting of the Agency Commission, a  
30 general budget shall be adopted for the balance of the fiscal year (from formation  
31 through June 30, 1975). The first full years (7/1/75 - 6/30/76) budget shall not  
32 exceed the sum of \$1500 multiplied by the number of participating agencies. A pre-

1 liminary budget shall be adopted prior to April 1 of each year with a final budget  
2 to be adopted prior to or at the June meeting of the AGENCY. Each of the parties  
3 shall deposit with the AGENCY its share of the adopted budget prior to the end  
4 of August of each fiscal year. The general budget must be approved by two-thirds  
5 of the commissioners of the AGENCY. Copies of each general budget shall be  
6 mailed to each of the parties within fifteen days of its adoption. The initial budget  
7 and each succeeding budget shall include the following:

- 8           (1) The anticipated general administrative expenses of the AGENCY;  
9           and  
10           (2) The allocation among the contracting parties of equal amounts  
11           necessary to cover the expenses.

12           B. Orange County Flood Control District agrees to deposit an amount  
13 not to exceed \$15,000. for the payment of all administrative costs for the AGENCY  
14 detailed in the initial general budget upon its adoption, including the salary of the  
15 part-time officer, commissioners' and officers' business expenses, office supplies,  
16 and communications costs and incidental accounting in connection therewith for the  
17 initial fiscal year from date thereof through June 30, 1975.

18           C. Orange County Flood Control District agrees to provide clerical sup-  
19 port, office space, furniture and utilities in support of AGENCY operations at no  
20 cost to the AGENCY,

21           D. The AGENCY shall keep proper books of record and accounts in which  
22 complete and correct entries shall be made of all its transactions (including all re-  
23 cepts and disbursements). Said books shall upon written request be subject to in-  
24 spection by any duly authorized representative of any of the parties. Said books  
25 and accounts shall be audited annually by the Auditor-Controller of the County of  
26 Orange and a copy of the report of said Auditor-Controller shall be available for  
27 inspection at the office of the AGENCY secretary.

28           E. The treasurer of Orange County shall be the treasurer of the AGENCY,  
29 and all funds of the AGENCY shall be maintained in the county treasury. The duties  
30 of the auditor and treasurer shall be as defined in Section 6505 and 6505.5 of the  
31 Government Code of the State of California.

32           F. No commissioner shall receive any compensation from the AGENCY for

1 his services. Any commissioner may be reimbursed for expenses incurred by such  
2 commissioner in the conduct of business authorized by the commission.

3 G. All of the privileges and immunities from liability; exemptions from  
4 laws, ordinances and rules; all pension, relief, disability, workmen's compensation,  
5 and other benefits which apply to the activities of officers, agents or employees  
6 of any of said contracting public agencies when performing their respective functions  
7 within the territorial limits of the respective parties to this agreement, shall apply  
8 to the same degree and extent while engaged in the performance of any of their func-  
9 tions and other duties extraterritorially under this Agreement. None of the officers,  
10 agents or employees mentioned in this section shall be deemed by reason of their  
11 employment by the AGENCY to be employed by any of the contracting parties or by  
12 reason of their employment by the AGENCY to be subject to any of the requirements  
13 of such contracting parties hereto.

14 H. The notice to the Secretary of State as required by Government Code  
15 Section 6503.5 shall be made by the Chairman of the Commission.

16 SECTION 5. - In lieu of circulating a single document among the entities  
17 eligible for membership, this Agreement shall be prepared in multiple copies,  
18 each of which may be signed by the County of Orange and one or more eligible  
19 parties. The signed agreements shall be filed with the Clerk of the Orange County  
20 Board of Supervisors who shall notify the initial membership of the effective date  
21 of this Agreement.

22 SECTION 6. This joint powers agreement and the AGENCY shall exist as  
23 long as three or more parties are in common agreement to continue the terms of  
24 the joint powers agreement. A party to the Agreement may withdraw therefrom  
25 upon giving ninety days written notice to the AGENCY Commission and to the other  
26 parties to the Agreement and upon deposit of sufficient funds with the AGENCY to  
27 cover the withdrawing party's proportionate of the debts, liabilities, obligations and  
28 expenses of the AGENCY as determined by the Commission.

29 It is not contemplated that the AGENCY will acquire real or personal property.

30 Upon termination and dissolution of the AGENCY any surplus or remaining  
31 funds shall be returned to the parties in proportion to the total contributions made  
32 by each party.

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Date: December 31, 1974

COUNTY OF ORANGE  
By Robert B. Clark  
Chairman of its Board of Supervisors

ATTEST: W. E. St John, County Clerk and Clerk of the Board of Supervisors

Date: December 31, 1974

BY Jane Alexander  
Deputy

ORANGE COUNTY FLOOD CONTROL DISTRICT

Date: December 31, 1974

By Robert B. Clark  
Chairman of its Board of Supervisors

ATTEST: W. E. St John, County Clerk and ex-officio Clerk of the Board of Supervisors of the Orange County Flood Control District.

Date: December 31, 1974

By Jane Alexander  
Deputy

APPROVED AS TO FORM:  
Adrian Kuyper, County Counsel  
Orange County, California

RECOMMENDED FOR APPROVAL:

Original Signed By H. G. Osborne

By Ch. L. B. ...  
Deputy

H. G. Osborne, Director  
Environmental Management Agency

CITY OF YORBA LINDA

ATTEST:

Sharon M. ...  
Mayor

Dorothy Jones  
City Clerk  
12/4/78

CITY OF

ATTEST:

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Mayor

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City Clerk

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