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

1975 APR 9

Secretary of State State of California Sacramento, California 95818

Dear Sire

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 authorising the Chairman to submit this material to you.

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

Sincerely,

EEJ/dbT3a Attachments Edward E. Just Director



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

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

#### RECITALS

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

WHEREAS, the Corps of Engineers has studied and presented in public several alternative plans for works of improvement while preparing to present to the United States Congress for project authorization a feasible plan which best represents expressed public interest; and

WHEREAS, the parties to this Agreement recognize the necessity and effectiveness of presenting a position of unanimity in seeking Congressional authorization for Santa Ana River flood protection project: and

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

## COVENANTS

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

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

A. To disseminate information on the flood hazard potential of the Santa

Ana River and feasible plans for mitigating the flood threat;

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

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

### SECTION 2. - CREATION OF AGENCY.

- A. There is hereby created a public entity entitled, "The Santa Ana River Flood Protection Agency", hereinafter called "AGENCY" and said AGENCY pursuant to the provisions of government code section 6507, shall be a public agency separate from the parties hereto. Pursuant to government code section 6508.1 the debts, liabilities, and obligations of the AGENCY shall not be the debts, liabilities, and obligations of the parties hereto.
- B. Membership in the AGENCY shall be voluntary and shall include but not be limited to; the County of Orange, the Orange County Flood Control District, the incorporated cities of Orange County, and any public agency having authority under the Government Code of the State of California to contract for the joint exercise of powers. The effective date of this agreement shall be the date of execution by the Chairman of the Board of Supervisors for the County of Orange and Orange County Flood Control District following execution of the agreement by three or more of the incorporated cities of Orange County. Eligible agencies executing this Agreement prior to or within sixty calendar days of the effective date of this Agreement shall constitute the initial membership. Thereafter, any eligible agency desiring to gain membership may do so by subscribing to this Agreement pursuant to a duly adopted resolution of its governing board or council and upon ratification of subscription by a majority of the then members of the AGENCY.
- C. The governing body of the AGENCY shall consist of a commission comprised of one elected representative duly appointed from the governing board or council of each of the parties to this Agreement each Commissioner holding one vote. Commissioners shall represent, serve and be subject to removal and replacement at the pleasure of the appointing body. On the resignation, removal or incapacity of any commissioner, the contracting party hereto shall within thirty days appoint a replacement commissioner. Each commissioner shall file with the AGENCY a

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

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

- A. To develop, provide and disseminate public information on the flood hazard potential of the Santa Ana River, alternative plans for the flood protective improvementrs and to solicit, communicate and support actions to secure Congressional authorization and appropriations for works of improvement.
- B. To make and enter into contracts, to employ a part-time officer for the exercise of the powers described herein, and to contract with one or more of the parties to this agreement for the employment of the services and personnel needed for the exercise of the powers of the AGENCY.
- C. To incur debts, liabilities or obligations necessary to carry out the purposes and powers of the AGENCY. However, there shall be no expense, liability or obligation incurred in excess of the budget without the approval or ratification of the participating member agencies.
- D. To exercise jointly the common powers of the members necessary or incidental to carrying out the purposes of the AGENCY.

SECTION 4. - ADMINISTRATIVE PROCEDURES.

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

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

- (1) The anticipated general administrative expenses of the AGENCY; and
- (2) The allocation among the contracting parties of equal amounts necessary to cover the expenses.
- B. Orange County Flood Control District agrees to deposit an amount not to exceed \$15,000. for the payment of all administrative costs for the AGENCY detailed in the initial general budget upon its adoption, including the salary of the part-time officer, commissioners' and officers' business expenses, office supplies, and communications costs and incidental accounting in connection therewith for the initial fiscal year from date thereof through June 30, 1975.
- C. Orange County Flood Control District agrees to provide clerical support, office space, furniture and utilities in support of AGENCY operations at no cost to the AGENCY,
- D. The AGENCY shall keep proper books of record and accounts in which complete and correct entries shall be made of all its transactions (including all receipts and disbursements). Said books shall upon written request be subject to inspection by any duly authorized representative of any of the parties. Said books and accounts shall be audited annually by the Auditor-Controller of the County of Orange and a copy of the report of said Auditor-Controller shall be available for inspection at the office of the AGENCY accretary.
- E. The treasurer of Orange County shall be the treasurer of the AGENCY, and all funds of the AGENCY shall be maintained in the county treasury. The duties of the auditor and treasurer shall be as defined in Section 6505 and 6505.5 of the Government Code of the State of California.
  - F. No commissioner shall receive any compensation from the AGENCY for

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- G. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; all pension, relief, disability, workmen's compensation, and other benefits which apply to the activities of officers, agents or employees of any of said contracting public agencies when performing their respective functions within the territorial limits of the respective parties to this agreement, shall apply to the same degree and extent while engaged in the performance of any of their functions and other duties extraterritorially under this Agreement. None of the officers, agents or employees mentioned in this section shall be deemed by reason of their employment by the AGENCY to be employed by any of the contracting parties or by reason of their employment by the AGENCY to be subject to any of the requirements of such contracting parties hereto.
- H. The notice to the Secretary of State as required by Government Code Section 6503.5 shall be made by the Chairman of the Commission.

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

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

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

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

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2	Date: <u>Descontes</u> 34 1974	By Chairman of its Board of Supervisors
4		ATTEST: W. F. St John Court Co.
5	Date: Combes 3/4 1974	of the Board of Supervisors  BY Clerk and Clerk  Deputy
6		
7	Date: 0 22 127 127 14	ORANGE COUNTY FLOOD CONTROL DISTRICT
8	Date: <u>Occardes 31, 1974</u>	By Chairman of its Board of Supervisors
9		board of Supervisors
10		ATTEST: W. E. St John, County Clerk and ex-officio Clerk of the Board of Supervisors of the Orange County El
11	Date: Derentov 31, 1974	one of ange County Flood Control District
12	1 Car (1) (60 C) 1, 11 /17	By Care aleanter
13	APPROVED AS TO FORM:	RECOMMENDED FOR APPROVAL:
14	Adrian Kuyper, County Counsel Orange County, California	Original Sugged By H. G. Osborn <del>a</del>
15	By Ch. 1. B. R.	H. G. Osborne, Director
16	By Ch. C. B. She	Environmental Management Agency
17	CITY OF YORBA LINDA	ATTEST:
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