REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING DATE:
JULY 2, 2019

TITLE:
APPROVE RESOLUTIONS FOR JOINT POWERS AUTHORITY AGREEMENT BETWEEN THE CITY OF SANTA ANA AND INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA) AND APPROVE ASSOCIATED INSURANCE PREMIUMS {STATEGIC PLAN NO. 4, 1}

CITY MANAGER

RECOMMENDED ACTION

1. Approve resolutions for Joint Powers Authority Agreement between the City of Santa Ana and Independent Cities Risk Management Authority (ICRMA) by approval of the following:

   a. Joint Powers Authority Agreement
   b. Resolution for approval of the Joint Powers Agreement
   c. Resolution to join the ICRMA liability program
   d. Resolution to join the ICRMA workers' compensation program
   e. Resolution to join the ICRMA property/Auto Physical Damage program
   f. Resolution to provide blanket crime coverage
   g. Resolution appointing Board Members

2. Approve payment of insurance premiums to Independent Cities Risk Management Authority (ICRMA) for excess liability and workers' compensation, property, auto, and other coverages for protection of City's assets.

   a. Approve the City's membership in Independent Cities Risk Management Authority's Excess Pool Liability Program from July 1, 2019 to June 30, 2020 with member contribution not to exceed $2,300,000.
   b. Approve the City's membership in Independent Cities Risk Management Authority's Excess Pool Workers' Compensation Program from July 1, 2019 to June 30, 2020 with member contribution not to exceed $612,000.
   c. Approve the City's participation in Independent Cities Risk Management Authority's Property & Equipment Program from July 1, 2019 to June 30, 2020 at an estimated premium not to exceed $360,000.
   d. Approve the City's participation in Independent Cities Risk Management Authority's Auto Physical Damage Program from July 1, 2019 to June 30, 2020 at an estimated premium not to exceed $71,000.
e. Approve the City's participation in Independent Cities Risk Management Authority's Cyber Liability Insurance Program from July 1, 2019 to June 30, 2020 at an estimated premium not to exceed $22,000.

f. Approve the City's participation in Independent Cities Risk Management Authority's Earth Movement & Flood and Difference in Coverage Program from July 1, 2019 to June 30, 2020 at an estimated premium not to exceed $310,000.

g. Approve the City's participation in Independent Cities Risk Management Authority's Crime Insurance Program from July 1, 2019 to June 30, 2020 at an estimated premium not to exceed $15,000.

h. Approve the City's participation in Independent Cities Risk Management Authority's Terrorism Insurance Program from July 1, 2019 to June 30, 2020 at an estimated premium not to exceed $12,000.

i. Approve the City's obligation to pay the State of California Department of Industrial Relations (DIR) fee for the Workers' Compensation Program from July 1, 2019 to June 30, 2020 at an estimated cost not to exceed $300,000.

DISCUSSION

The City's insurance rates are increasing and our previous excess insurance pool, BICEP, is dissolve effective July 1, 2019, therefore, staff is recommending membership in another pool, which will mitigate the rising costs but change the structure of the insurance parameters. Staff is recommending that the City join Independent Cities Risk Management Authority (ICRMA), a joint powers authority comprised of California cities that joined together to protect each other, their officers, employees, and property against unavoidable losses through risk management support, pooling of losses, self-insurance, and purchased insurance. ICRMA was formed in 1980 in accordance with California Government Code Section 6500, et seq. ICRMA is governed by its members. The Governing Board consists of one representative from each member agency. The recommended proposal would result in the City being covered by more types of insurance, decreased premiums, and a change in the deductible/self-insured requirements.

The primary differences between the BICEP program and the ICRMA program are the changes in Self-Insured Retention levels (SIR) / Member Retention Level (MRL). In past years, the City has been able to have SIRs of $1 million for workers' compensation and $1 million for general liability. Initially, during the discussions of the dissolution of BICEP, the City of Santa Ana was able to remain at a $1 million SIR, however, due to the extremely hard commercial insurance market and the loss runs of the City for the last 10 years, Excess Pools were requiring SIRs of $2M and $3M or Member Contributions upwards of $5 million annually. After negotiations and extensive underwriter review, the City was able to include drop down insurance purchases to reduce the SIR to the current proposal of $1.5 million for workers' compensation and $2 million for general liability that will apply to all claims during this policy year of 2019/2020.

While the coverages are not identical and the SIRs have increased in light of an extremely difficult commercial insurance market, the City will be saving over $853,000 or 17.4% to make this change.
ICRMA
ICRMA is Accredited with Excellence by the California Association of Joint Powers Authorities. Each member may elect to participate in one or more of the programs offered by ICRMA. Coverage is provided to cities through a combination of self-insurance, commercial insurance, and reinsurance. Members determine the scope of coverage, the type and level of risk management services provided, and how claims will be resolved.

ICRMA’s Proactive Approach
For nearly 40 years, ICRMA has helped its Members operate more efficiently and with greater cost-effectiveness, despite the uncertainties of management in an increasingly complex environment. ICRMA is a public entity governed by its Members, thus service and value, not profit, drive the organization. ICRMA offers unique services to its members, including:

- Over 200 web trainings on liability and workers’ compensation topics
- In-person “ICRMA University” educational programs on risk topics and control measures
- Learning Management System that allows you to track web and in-person training for all employees
- Crises Response Coverage
- Benchmarking reports
- Professional risk management training materials and educational programs

Liability Program
The liability self-insurance arranged by ICRMA affords members protection from third-party tort claims. The annual contributions paid by each member to ICRMA are approved by the Governing Board and are calculated to cover ICRMA’s claim expenses, settlements and operating costs.

Program Advantages
ICRMA is constantly exploring new opportunities to contain costs, provide services or limit member exposures. ICRMA offers members the following through a wide range of coverage programs:

- Affordable and stable coverage through self-insurance and joint-purchase programs
- Broad liability coverage features, including; full occurrence-triggered coverage for Property, Auto, and Employment Practices Liability Coverages
- Multiple member retained limits (MRL) options. This offers members the flexibility to balance individual needs and financial ability while self-insuring risk
- Ability to select a third-party claims administrator and manage own claims
- Claims oversight and litigation management
- Biennial claims audits, which are included in the annual contribution
- Annual actuarial studies, which are included in the annual contribution
- Access to a team of professionals to respond to standard and non-standard risk concerns

The annual contribution is an estimate of the expected cost for the coverage period. If ICRMA’s net assets exceed target levels, members receive dividends in accordance with ICRMA policy. If the pool is underfunded, members may owe additional funds to the pool. Members must remain in the JPA for three consecutive years.
The ICRMA excess liability program covers liability claims up to $40,000,000 per occurrence, less the member retained limit (MRL), which functions like a deductible. The annual contributions paid by each member to ICRMA are approved by the Governing Board and are calculated to cover ICRMA's claim expenses, settlements, and operating costs. The Liability Program has the following coverage limit features:

- Santa Ana's MRL will be $2,000,000
- ICRMA's Retention: $2,000,000 less the MRL
- Reinsurance: Excess of $3,000,000 to $40,000,000

Workers' Compensation Program
ICRMA's Workers' Compensation Program operates in a similar fashion to the Liability Program. It has the following coverage limit features:

- Santa Ana's MRL will be $1,500,000
- ICRMA's Retention: $2,000,000 less the MRL
- Excess Insurance: Statutory excess of $2,000,000

Within ICRMA's retention, a risk sharing pool arrangement has been established whereby each member selects its own MRL from $350,000 to $3,000,000. Each member of ICRMA then assumes its own losses up to its selected MRL. Any losses between its MRL and $2,000,000 are covered by drop down policy. A commercial insurance company provides coverage in excess of ICRMA's retained limit up to full statutory coverage.

The member contributions for excess liability insurance and reinsurance premium for the period of July 1, 2019 to June 30, 2020 are not to exceed $2,300,000. The excess workers' compensation insurance premium for the July 1, 2019 to June 30, 2020 period are not to exceed $612,000. Cost for the State of California Department of Industrial Relations (DIR) assessment are estimated not to exceed $300,000.

The City of Santa Ana's participation in additional insurance programs include:

1. Property & Equipment estimated premium not to exceed $360,000
2. Auto Physical Damage Program estimated premium not to exceed $71,000
3. Cyber Liability Program, which is a required program as a member in ICRMA, estimated premium not to exceed $22,000
4. Earth Movement & Flood and Difference in Coverage programs estimated premium not to exceed $310,000
5. Crime Program estimated premium not to exceed $15,000
6. Terrorism Insurance estimated premium not to exceed $12,000
### POOL PROPOSAL COVERAGE COMPARISONS INCL SIRs, GL, WC & ADDITIONAL LINES OF COVERAGE

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<tr>
<th>ICRMA</th>
<th>GL-EXCESS PROGRAM</th>
<th>CSAC-EIA &amp; Alliant Insurance Services</th>
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<td>$250K Per Occ / $416K Agg</td>
<td>Property $1B All Risk, $82.5M all flood zones, $50M Flood Zones A, B&amp;M-$100M, Cyber-$2M/$25M Annual &amp; Prog Agg all members combined, Pollution - $2M Pool Agg, $2M Named Ins Agg, $2M/$25M Per Poll Cond or Indoor Environ, Dic $10M per occ $25M Agg</td>
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*Required participation as a member of ICRMA.

### STRATEGIC PLAN ALIGNMENT

Approval of this item allows the City to meet Goal # 4 - City Financial Stability, Objective #1 (maintain a stable, efficient and transparent financial environment).

### FISCAL IMPACT

The above estimated premiums are a decrease over Fiscal Year 2018/2019 of $853,000 or 17.4% while retaining similar coverage levels.

Funds are budgeted in the proposed 2019/20 Liability & Property Insurance account, Insurance (Risk Management), (No. 08009051-64010) for an estimated premium and administrative costs not to exceed $3,090,000 and Workers' Compensation account, Insurance (Risk Management), (No. 08209054-64010) for an estimated premium cost not to exceed $912,000.
Approve Joining ICRMA and Insurance Costs for FY 19/20
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Exhibits:
1. Joint Powers Authority Agreement
2. Resolution for approval of the Joint Powers Agreement
3. Resolution to join the ICRMA liability program
4. Resolution to join the ICRMA workers' compensation program
5. Resolution to join the ICRMA property/Auto Physical Damage program
6. Resolution to provide Crime coverage
7. Resolution appointing Board Members

APPROVED AS TO FUNDS AND ACCOUNTS:

Steven V. Pham
Executive Director
Human Resources Agency

Kathryn Downs
Executive Director
Finance and Mgmt. Services Agency
FIFTH AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

This Fifth Amendment To Joint Exercise Of Powers Agreement For Insurance and Risk Management Purposes ("Agreement") is executed by and among the public entities, hereafter referred to as Member or Members, each of which is organized and existing under the laws of the State of California and is a signatory to this Agreement and listed in Appendix "A", which is attached hereto and made a part hereof. This Agreement, dated October 13, 2004, for identification purposes, amends the Joint Exercise of Powers Agreement For Insurance and Risk Management Purposes dated August 12, 1998.

RE bâtals
This Agreement is predicated upon the following facts:

The following State laws, among others, authorize the Members to enter into this Agreement:

1. Labor Code Section 3700, permitting a Member to fund its own Workers' Compensation claims;

2. Government Code Section 990, permitting a Member to insure itself against tort or inverse condemnation liability;

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3. Government Code Section 990.4, permitting a Member to provide insurance and self-insurance in any desired combination;

4. Government Code Section 990.6, permitting the proper costs for self-insurance to be charged against each Member and authorizing the Governing Board to make premium payments for such coverage in an amount such Governing Board determines to be necessary to provide such coverage;

5. Government Code Section 990.8, permitting two or more Members to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500 et seq.;

6. Government Code Section 6500 et seq., permitting two or more Members to jointly exercise, under an agreement, any power which is common to each of them.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements set forth in this Agreement, the Members agree as follows:

ARTICLE 1. CREATION OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY.

1.1 Pursuant to Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, the Members hereby create a public entity, separate and apart from the Members, to be known as the
Independent Cities Risk Management Authority, hereinafter referred to as "ICRMA" or the "Authority". Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member.

ARTICLE 2. PURPOSE.

2.1 The purpose of creating this Authority is to exercise the powers of the Members to jointly accomplish the following:

2.1.1 Develop effective Risk Management Programs to reduce the amount and frequency of their losses.

2.1.2 Develop Risk Management Programs of insurance to protect Members from the effects of catastrophic or unexpected losses. Such programs shall include, but not be limited to, coverages for losses arising out of Tort Liability, Workers' Compensation, Health Benefits, and the ownership or use of real or personal property.

2.1.3 Design Risk Management Programs of the Authority on a pooled or self-funded basis whereby the Members share some portion, or all, of the costs of the program losses.

2.1.4 Jointly purchase insurance, excess insurance, or reinsurance and/or develop alternative financial arrangements for the purpose of transferring risk of loss to commercial insurers.
2.1.5 Assist Members to the maximum extent authorized by law to secure long term solutions enabling the Authority to provide adequate protection to Members against catastrophic, or greater than expected, claims and to attract major reinsurers for the purpose of transferring risk.

2.1.6 Jointly secure administrative and other services including, but not limited to, general administration, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting, and legal services when related to any of the other purposes.

ARTICLE 3. DEFINITIONS

3.1 The following definitions shall apply to the provisions of this Agreement and the By-Laws of the Authority and Risk Management Programs:

3.1.1 "Agreement" shall mean this Agreement, as it may be amended from time to time, creating the Independent Cities Risk Management Authority.

3.1.2 "Board" or "Governing Board" shall mean the governing body of the Authority.

3.1.3 "By-Laws" shall mean the rules governing the management of the Authority and each individual Risk Management Program.
3.1.4 "Claim(s)" shall mean demand(s) complying with the requirements of California Government Code Section 910 and made against the Member arising out of occurrences which are covered or alleged to be covered by the Authority's Memorandums of Coverage, or policies of insurance.

3.1.5 "Fiscal Year" shall mean the period of time commencing on July 1 of each year, and thereafter ending on June 30 each following year.

3.1.6 "Governing Documents" shall mean this Agreement, the By-Laws of the Authority and each Risk Management Program, the Memorandum of Coverage and any other document stipulated as a Governing Document in the By-Laws or by action of the Governing Board.

3.1.7 "Insurance" shall mean insurance or reinsurance purchased by the Authority to cover losses for its Members.

3.1.8 "Member" shall mean any Municipal Corporation or public entity authorized to be a member of a Joint Powers Authority, which is a party to this Agreement and is participating in one or more Risk Management Programs.

3.1.9 "Memorandum of Coverage" shall mean the document or documents issued by the Authority specifying the types of coverages and limits provided to the Members.
3.1.10 "Program Year" shall mean a period of time in which each program shall be segregated for ease in determining coverage premiums.

3.1.11 "Participation" or "Participating" shall mean a Member has elected to jointly participate in the management of a specific risk and is a member of that Risk Management Program.

3.1.12 "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insured retention levels and the amount of reserves for potential claims.

3.1.13 "Risk Management Program" shall mean those coverage programs of risk sharing, insurance, and risk management services created by the Authority to manage specific Risk Management Programs, i.e. "Liability Risk Management Program".

ARTICLE 4, PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS.

4.1 Each Member represents and warrants that it intends to, and does hereby, contract with all other Members listed in Appendix "A", and any new members admitted to the Authority pursuant to Article 16. Each Member also represents and warrants that the withdrawal or expulsion of any Member, pursuant to Article 14
or 15, shall not relieve any Member of its rights, obligations, liabilities or duties under this Agreement or the individual Risk Management Programs in which the Member participates.

4.2 Each Member agrees to be bound by and to comply with all of the terms and conditions of the Governing Documents and any Resolution or other action adopted by the Governing Board as they now exist or may hereinafter be adopted or amended. Each Member assumes the obligations and responsibilities set forth in the Governing Documents.

ARTICLE 5. GOVERNING BOARD.

5.1 The Authority shall be governed by a Governing Board the composition of which shall be set forth in the Authority’s By-Laws. Immediately upon admission of a new Member pursuant to Article 16, the Member shall be entitled to appoint a Representative to the Governing Board and an alternate Representative and, if desired, a substitute alternate Representative, each of whom shall meet the parameters set forth in the Authority’s By-Laws. Decisions of the Member representative, or the Governing Board in his/her absence, shall be binding on the Member.

5.2 The Member Representative and/or alternate Representative or substitute alternate Representative shall be removed from the Governing Board upon the occurrence of any one of the following events: (1) the expulsion or withdrawal of the Member from the Authority; (2) the death or resignation of the Member Representative; (3) the Authority receives the written notice from the Member

Approved by the Governing Board October 13, 2004
that the Member Representative is no longer a member of the governing body of the Member or as otherwise provided in the Authority's By-Laws.

5.3 Pursuant to Government Code Section 6505.6, the Governing Board shall designate an officer or employee, or officers and employees, to receive, deposit, invest, and disburse the property of the Authority pursuant to Government Code Sections 6505 and 6505.5. The Governing Board shall fix the amount of the fidelity bond to be filed by such public officer(s) and/or employee(s).

ARTICLE 6. BOARD MEETINGS AND RECORDS

6.1 Regular Meetings. The Governing Board and all standing committees shall hold meetings at the location and time set forth in the By-Laws of the Authority and each individual Risk Management Program.

6.2 Ralph M. Brown Act. All meetings of the Governing Board, and appointed committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

6.3 Minutes. Minutes of regular, adjourned regular, and special meetings of the Authority shall be kept under direction of the Secretary. As soon as possible after each meeting, the Secretary shall forward copies of the minutes to each Governing Board member.

6.4 Quorum. A majority of the members of the Governing Board is a quorum for the transaction of business. However, less than a quorum may adjourn from time to
time. A vote of the majority of a quorum at a meeting is sufficient to take action.

ARTICLE 7. OFFICERS.

7.1 The Governing Board shall elect a president, vice-president, Treasurer and Secretary from among its members. The manner of election and term of office of elected officers and their authority and responsibilities shall be as set forth in the Authority By-Laws. If any of the officers cease to be a Member’s representative, the resulting vacancy shall be filled as provided in the Authority By-Laws. The Governing Board may appoint such other officers as it considers necessary.

ARTICLE 8. POWERS.

8.1 The Authority shall have the powers common to its Members and is authorized, in its own name, to do all acts necessary and to exercise such common powers to fulfill the purposes of this Agreement referred to in Article 2 including, but not limited to, each of the following:

8.1.1 Finance through the issuance of Bonds or other financial instruments of indebtedness, self-insurance reserve funds necessary or convenient for the implementation of this Agreement.

8.1.2 Incur debts, liabilities, and obligations.

8.1.3 Acquire, hold, or dispose of real and personal property.

8.1.4 Receive contributions and donations of property, funds, services, and other forms of assistance from any source.

8.1.5 Sue and be sued in its own name.

Approved by the Governing Board October 13, 2004
8.1.6 Employ agents and employees.

8.1.7 Acquire, construct, manage, maintain, or operate buildings, works, or improvements.

8.1.8 Lease real or personal property, including that of a Member.

8.1.9 Receive, collect, and disburse monies.

8.1.10 Invest money in the treasury of the Authority in the same manner and on the same conditions as local agencies pursuant to Government Code Section 53601.

8.1.11 Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

8.1.12 Develop and implement Risk Management Programs.

8.1.13 Jointly purchase for the benefit of Members, insurance, excess insurance, reinsurance, and enter into agreements for the benefit of Members, for the purpose of transferring risk of loss to commercial insurers or reinsurers or other insurance pools.

**ARTICLE 9. RISK MANAGEMENT PROGRAMS.**

9.1 The Governing Board shall establish Risk Management Programs as provided in the Authority’s By-Laws.

9.2 No Risk Management Program shall become operational, or possess any authority, until the proposed Risk Management Program By-Laws have been approved by the Governing Board October 13, 2004
approved by the Governing Board. The voting on the approval of By-Laws shall be restricted to Governing Board Member representatives of the particular Risk Management Program. Approval of the By-Laws and any amendments thereto shall be as provided in the By-Laws of the individual Risk Management Programs. On approval of the By-Laws, the various Risk Management Programs shall become operational and will have all of the powers specifically delegated to them by the Governing Board.

ARTICLE 10. BUDGET

10.1 The Governing Board shall adopt an annual budget not later than 30 days prior to the beginning of each Fiscal Year.

ARTICLE 11. ANNUAL AUDIT AND REVIEW.

11.1 The Governing Board shall cause an annual financial audit of the accounts and records to be made and filed as provided in the Authority’s By-Laws and the laws of the State.

ARTICLE 12. ESTABLISHMENT AND ADMINISTRATION OF FUNDS.

12.1 Funds of the Authority may be commingled for investment and administration purposes. However, each Risk Management Program shall be accounted for separately on a full accrual basis.

12.2 The Governing Board shall establish the policy for warrants drawn to pay demands against the Authority.

12.3 The coverage for each Program Year of each Risk Management Program shall be as specified in the Memorandum of Coverage or policies of insurance for that
ARTICLE 13. WITHDRAWAL.

13.1 Any Member which enters a Risk Management Program may withdraw from that Risk Management Program and may at a later time seek to renew participation in said Program subject to the terms and conditions as set forth in the By-Laws of that particular Risk Management Program.

13.2 A Member is no longer a party to the Authority or this Agreement upon its withdrawal from all of the Authority's Risk Management Programs.

ARTICLE 14. EXPULSION.

14.1 The Governing Board may expel any Member from the Authority and/or from a Risk Management Program at any time for material breaches of the Governing Documents. Such expulsion shall be as provided in the By-Laws of the Authority or each Individual Risk Management Program.

ARTICLE 15. TERMINATION.

15.1 This Agreement shall continue until terminated by vote or written consent of two-thirds of the Members provided, however, that this Agreement and the Authority shall continue to exist for the purposes of disposing of all claims, the distribution of assets, and any other functions necessary to conclude the affairs of the Authority.

15.2 Upon termination of this Agreement, all assets of the Authority shall be distributed only among the Members that have been participants in its Risk Management Programs, including any of those Members which previously

Approved by the Governing Board October 13, 2004

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withdrew or were expelled pursuant to Articles 13 and 14 of this Agreement, in accordance with and proportionate to their net premium payments made during the term of this Agreement. The Governing Board shall determine such distribution within six months after the last claim covered by this Agreement has been finalized.

15.3 The Governing Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. These include the power to require those Members which were Risk Management Program participants at the time of any particular occurrence which was covered or alleged to be covered under the Memorandum(s) of Coverage or policies of insurance to pay their share of any additional amount of premium deemed necessary by the Governing Board for the final disposition of all claims and expenses associated with such loss.

ARTICLE 16. NEW MEMBERS.

16.1 Any governmental agency, organized and operating under the laws of the State of California which is authorized to participate in a joint powers authority under the Government Code may become a member of the Authority by complying with the requirements of the Authority By-Laws.

ARTICLE 17. LIABILITY OF THE AUTHORITY.

17.1 Each Member agrees to indemnify, save and defend the Authority and all other Members harmless from and against all claims, losses, and damages, including legal fees and expenses, arising out of any breach or default on the part of such
Member in performance of any of its obligations under this Agreement, or any act or negligence of such Member or any of its agents, contractors, servants, employees or licensees with respect to this Agreement. No indemnification is made under this Section for claims, losses or damages, including legal fees and expenses, arising out of the willful misconduct, negligence or breach of duty under this Agreement by the Authority or a Member or their officers, employees, agents or contractors.

17.2 The Representatives to the Governing Board and to each of the Risk Management Programs and any officer, employee, contractor, or agent of the Authority shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties under this Agreement.

17.3 Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority and any member of the Governing Board, any member of a Risk Management Program, and any employee of the Authority for their actions taken within the scope of their duties while acting on behalf of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 18. NOTICES.

18.1 Notices to each Member under this Agreement shall be sufficient if mailed to its respective address on file with the Authority. Any Member may designate any other address in substitution of the foregoing address to which such notice will be given at any time by giving five days written notice to the Authority and all other

Approved by the Governing Board October 13, 2004

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ARTICLE 19. AMENDMENTS TO THIS AGREEMENT AND PROGRAM BY-LAWS.

19.1 This Agreement may be amended at any time by vote of two-thirds of the Members acting through their governing body. Amendments to the individual Risk Management Program By-Laws require the two-third vote of the Governing Board members representing Members of that Risk Management Program.

ARTICLE 20. SEVERABILITY.

20.1 Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

ARTICLE 21. AGREEMENT COMPLETE.

21.1 The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 22. TERM OF AGREEMENT.

22.1 This fifth amended Agreement shall become effective upon the Authority receiving notice of the approval by the governing body of two-thirds of the Members.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day Approved by the Governing Board October 13, 2004

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and year first written above.

City of ________ Santa Ana ____________

By ___________________________

Title ________ City Manager __________

Executed before me this

______ day of ________________, 200____

(City Seal)

____________________________________
City Clerk

City of ________ Santa Ana ____________

APPROVED AS TO FORM

[Signature]
Laura A. Rossini
Senior Assistant City Attorney

RECOMMENDED FOR APPROVAL

____________________________________
Steven Pham
Executive Director, Human Resources

Approved by the Governing Board October 13, 2004
APPENDIX “A”

INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY

MEMBER CITIES

1. Alhambra
2. Arcadia
3. Azusa
4. Baldwin Park
5. Bell
6. Buena Park
7. Chino
8. Colton
9. Culver City
10. Downey
11. El Monte
12. El Segundo
13. Fullerton
14. Glendora
15. Hawthorne

16. Hermosa Beach
17. Huntington Park
18. Inglewood
19. La Habra
20. Lynwood
21. Manhattan Beach
22. Monrovia
23. Monterey Park
24. Redondo Beach
25. San Fernando
26. South Gate
27. Upland
28. Vernon
29. Whittier
INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY

FIFTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT

FOR INSURANCE AND RISK MANAGEMENT PURPOSES
RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA APPROVING EXECUTION OF THE JOINT POWERS AGREEMENT CREATING THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY.

THE CITY COUNCIL OF THE CITY OF SANTA ANA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

WHEREAS, pursuant to the provisions of Sections 990, 990.4, 990.8 and 6500 of the California Government Code, the Independent Cities Risk Management Authority ("ICRMA") has been created by a Joint Powers Agreement; and

WHEREAS, Joint Protection Programs have been developed by ICRMA pursuant to the provisions of said Agreement; and

WHEREAS, the Agreement provides for additional members to become parties to the Joint Powers Agreement creating ICRMA and enter one or more Joint Protection Programs providing self-insurance and loss pooling; and

WHEREAS, the self-insurance and loss pooling programs of ICRMA, as well as its group Insurance coverage programs, offer significant advantages to the City in terms of cost, protection, risk management and loss control advice and assistance, and entering such programs would be in the best interest of the City.

WHEREAS, the City desires to confirm its support for the purposes of the ICRMA and to join as a member of the same and to appoint its representative to the ICRMA Board of Directors;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA ANA DOES HEREBY RESOLVE, ORDER AND DETERMINE THE FOLLOWING:

Section 1. That the City Manager of the City of Santa Ana is hereby authorized and directed to execute the Joint Powers Agreement on behalf of the City binding the City to the terms and conditions of said Agreement with an effective date of July 1, 2019. The City understands and agrees that, by executing the Agreement, it will be bound by the terms of the Joint Powers Agreement, specifically "Responsibilities of Members," including the obligation to make deposits and deposit adjustments for joint protection programs it joins.

Section 2. That the City hereby joins ICRMA for a minimum period of three (3) years and will subsequently be required to make deposits and deposit adjustments as provided in ICRMA Joint Powers Agreement.
Section 3. That the City acknowledges and agrees to abide by all of the terms and conditions of the Independent Cities Risk Management Authority’s Joint Powers Agreement, Bylaws, and the Underwriting and Administration Manual regarding the programs in which the City participates.

Section 4. This Resolution shall take effect immediately upon its adopting by the City Council and the Clerk of Council shall attest to and certify the vote adopting this Resolution.

Section 5. That the Clerk of Council is directed to forward a certified copy of this Resolution to ICRMA, 18201 Von Karman, Suite 200, Irvine, CA 92612.

ADOPTED this ___ day of July, 2019.

Mayor Miguel Pulido

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By Laura A. Rossini
Senior Assistant City Attorney

AYES Councilmembers

NOES: Councilmembers

ABSTAIN: Councilmembers

NOT PRESENT: Councilmembers

- Vacancy
  Ward 4

CERTIFICATE OF ATTESTATION AND ORIGINALITY
I, NORMA MITRE Acting Clerk of the Council do hereby attest to and certify the attached Resolution No 2019-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on July __, 2019.

Date: __________

Norma Mitre
Acting Clerk of the Council City of Santa Ana

#614v5
Resolution No. 2019-XXX
Page 2 of 2

55E-26
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE THROUGH THE LIABILITY PROGRAM OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY.

THE CITY COUNCIL OF THE CITY OF SANTA ANA, (CITY), CALIFORNIA, HEREBY DOES FIND AND RESOLVE AS FOLLOWS:

WHEREAS, pursuant to the provisions of Section 6500 et seq. and also Sections 990.4 and 990.8 of the California Government Code, the Independent Cities Risk Management Authority ("ICRMA") was created in 1980; and

WHEREAS, the City has approved and will execute the Joint Powers Agreement to become a member of ICRMA; and

WHEREAS, ICRMA has established and administered a successful Liability Self-Insurance and Loss Pooling Program since 1980; and

WHEREAS, there are significant financial and administrative advantages for the City to participate in the Liability Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA ANA DOES HEREBY RESOLVE, ORDER AND DETERMINE THE FOLLOWING:

Section 1. Liability coverage for the City through the Liability Program of ICRMA is hereby authorized and directed effective July 1, 2019, pursuant to the terms of the Memorandum of Coverage in effect at the time of any occurrence covered by the Memorandum of Coverage.

Section 2. That an initial estimated annual contribution of up to two million three hundred thousand dollars ($2,300,000.00) for the Liability Program is approved and the appropriate officers of the City are authorized to pay the same to ICRMA.

Section 3. That City will remain a member of ICRMA's Liability Program for a minimum of three (3) years and will subsequently be required to make deposits and deposit adjustments as provided in ICRMA Joint Powers Agreement.

Section 4. That City hereby establishes a Member Retained Limit of two million dollars ($2,000,000.00) for the Liability Program which may only be changed with approval by the ICRMA Board of Directors. The cost allocation formula, including the self-insured retention level, is periodically reviewed by ICRMA and may be changed or amended in subsequent Program years.
Section 5. This Resolution shall take effect immediately upon its adoption by the City Council and the Clerk of Council shall attest to and certify the vote adopting this Resolution.

Section 6. That the Clerk of Council is directed to forward a certified copy of this Resolution to ICRMA, 18201 Von Karman Avenue, Suite 200, Irvine, CA 92612.

ADOPTED this ___ day of July, 2019.

________________________________________
Mayor Miguel Pulido

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By ____________________________
Laura A. Rossini
Senior Assistant City Attorney

AYES

Councilmembers

NOES:

Councilmembers

ABSTAIN:

Councilmembers

NOT PRESENT:

Councilmembers

* Vacancy Ward
4

CERTIFICATE OF ATTESTATION AND ORIGINALITY
I, NORMA MITRE Acting Clerk of the Council do hereby attest to and certify the attached Resolution No 2019-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on July __, 2019.

Date: ____________

Norma Mitre
Acting Clerk of the Council City of Santa Ana

Resolution No. 2019-XXX
Page 2 of 2

55E-28
RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA
TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE
THROUGH THE WORKERS' COMPENSATION PROGRAM OF THE
INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY.

THE CITY COUNCIL OF THE CITY OF SANTA ANA (CITY) HEREBY DOES FIND
AND RESOLVE AS FOLLOWS:

WHEREAS, pursuant to the provisions of Section 6500 et seq. and also Section
3700, et. seq., of the California Labor Code, the Independent Cities Risk Management
Authority (ICRMA) was created in 1980; and

WHEREAS, the City has approved and will execute the Joint Powers Agreement
to become a member of ICRMA; and

WHEREAS, ICRMA has established and administered a successful Workers' Compensation Self-insurance and Loss Pooling Program since July 1, 2002; and

WHEREAS, there are significant financial and administrative advantages for the City to participate in the Workers' Compensation Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA ANA
DOES HEREBY RESOLVE, ORDER AND DETERMINE THE FOLLOWING:

Section 1. Workers' compensation coverage for the City through the Workers' Compensation Program of ICRMA is hereby authorized and directed, effective July 1, 2019, pursuant to the terms of the Memorandum of Coverage in effect at the time of any occurrence covered by the Memorandum of Coverage.

Section 2. That an initial estimated annual contribution not to exceed six hundred and twelve thousand dollars ($612,000) for the Workers' Compensation Program is approved and the appropriate officers of the City are authorized to pay the same to ICRMA.

Section 3. That City will remain a member of ICRMA's Workers' Compensation Program for a minimum of three (3) years and will subsequently be required to make deposits and deposit adjustments as provided in the ICRMA Joint Powers Agreement.

Section 4. That the City hereby establishes a Member Retained Limit of one million five hundred thousand dollars ($1,500,000.00) for the Workers' Compensation Program which may only be changed with approval by the ICRMA Board of Directors.
The cost allocation formula, including the self-insured retention level, is periodically reviewed by ICRMA and may be changed or amended in subsequent Program years.

Section 5. This Resolution shall take effect immediately upon its adopting by the City Council and the Clerk of Council shall attest to and certify the vote adopting this Resolution.

Section 6. That the Clerk of Council is directed to forward a certified copy of this Resolution to ICRMA, 18201 Von Karman Avenue, Suite 200, Irvine, California 92612.

ADOPTED this ___ day of July, 2019.

_______________________________
Mayor Miguel Pulido

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By __________________________
Laura A. Rossini
Senior Assistant City Attorney

AYES Councilmembers ________________________________

NOES: Councilmembers ________________________________

ABSTAIN: Councilmembers ________________________________

NOT PRESENT: Councilmembers ________________________________

* Vacancy Ward

4

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, NORMA MITRE Acting Clerk of the Council do hereby attest to and certify the attached Resolution No 2019-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on July ___, 2019.

Date: __________

_______________________________
Norma Mitre
Acting Clerk of the Council City of Santa Ana
RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE CITY OF SANTA ANA TO AUTHORIZE AND APPROVE PARTICIPATION IN THE PROPERTY/AUTO PHYSICAL DAMAGE PROGRAM OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY.

THE CITY COUNCIL OF SANTA ANA HEREBY DOES FIND AND RESOLVE AS FOLLOWS:

WHEREAS, pursuant to the provisions of Sections 990, 990.4, 990.8, and 6500 of the California Government Code, the Independent Cities Risk Management Authority ("ICRMA") was created in 1980; and

WHEREAS, the City of Santa Ana has approved and will execute the Joint Powers Agreement to become a member of the ICRMA; and

WHEREAS, Risk Management Programs have been developed by the ICRMA pursuant to the provisions of said Agreement; and

WHEREAS, the ICRMA Bylaws and Section C of the Underwriting & Administration Policy Manual provides for additional member participants; and

WHEREAS, the ICRMA has established and administered successful programs for its members since 1980, and

WHEREAS, the City desires to expand its participation in ICRMA and take advantage of the coverage terms, cost, risk management, and administrative services provided by the ICRMA Property/Auto Physical Damage Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA ANA DOES HEREBY RESOLVE, ORDER AND DETERMINE THE FOLLOWING:

Section 1. The City of Santa Ana is hereby authorized and directed to become a member of the ICRMA Property Program, effective July 1, 2019.

Section 2. The City Manager, or designee, of the City of Santa Ana is authorized and directed to complete and provide necessary applications and documentation, and to take such other actions as may be necessary to effectuate property insurance coverage.

Section 3. The City of Santa Ana hereby agrees to abide by all the terms and provisions of the ICRMA Bylaws and Underwriting and Administration Policy Manual.

Section 4. The City of Santa Ana commits to at least three full program years of participation in the Property/Auto Physical Damage Program.

#613v3

55E-31
Section 5. This Resolution shall take effect immediately upon its adopting by the City Council and the Clerk of Council shall attest to and certify the vote adopting this Resolution.

Section 6. The Clerk of Council is directed to forward a certified copy of this Resolution to ICRMA, 18201 Von Karman, Suite 200, Irvine, California, 92612.

ADOPTED this __ day of July, 2019.

______________________________
Mayor Miguel Pulido

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By ____________________________
Laura A. Rossini
Senior Assistant City Attorney

AYES Councilmembers ____________________________
NOES: Councilmembers ____________________________
ABSTAIN: Councilmembers ____________________________
NOT PRESENT: Councilmembers ____________________________
* Vacancy Ward 4
CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, NORMA MITRE Acting Clerk of the Council do hereby attest to and certify the attached Resolution No 2019-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on July __, 2019.

Date: _______

Norma Mitre
Acting Clerk of the Council City of Santa Ana
RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA APPROVING COVERAGE OF ALL OFFICERS AND EMPLOYEES UNDER ONE MASTER FAITHFUL PERFORMANCE BOND.

THE CITY COUNCIL OF THE CITY OF SANTA ANA, (CITY), HEREBY DOES FIND AND RESOLVE AS FOLLOWS:

WHEREAS, prior to January 1, 1997, the California Government Code required that local public agency treasurers be individually bonded and;

WHEREAS, the City Council also had the authority to require bonds of other officers or employees; and

WHEREAS, California Government Code Section 1481 was amended January 1, 1997 with Assembly Bill 3472 to extend master bonding provisions to local public agencies; and

WHEREAS, Assembly Bill 3472 allows the City Council to adopt a resolution approving coverage of all their officers and employees under one master bond; and

WHEREAS, approval of such resolution eliminates the necessity of writing bonds on specifically named individuals for their term of office, reducing both cost and paperwork,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA ANA DOES HEREBY RESOLVE, ORDER, AND DETERMINE THE FOLLOWING:

Section 1. The City Council of the City of Santa Ana hereby authorizes the coverage of all their officers and employees under one master bond.

Section 2. This Resolution shall take effect immediately upon its adoption by the City Council and the Clerk of Council shall attest to and certify the vote adopting this Resolution.

ADOPTED this _ day of July, 2019.

Mayor Miguel Pulido

#611v3
Resolution No. 2019-XXX
Page 1 of 2

55E-35
CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, NORMA MITRE Acting Clerk of the Council do hereby attest to and certify the attached Resolution No 2019-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on July ___, 2019.

Date: ________

Norma Mitre
Acting Clerk of the Council City of Santa Ana

#611v3
RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA FULFILLING ITS OBLIGATION AS A MEMBER OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA) TO APPOINT A VOTING DELEGATE TO THE ICRMA BOARD OF DIRECTORS, ELECTING TO APPOINT ALTERNATES TO THE BOARD OF DIRECTORS IN ORDER TO ENSURE CONSISTENT ATTENDANCE.

THE CITY COUNCIL OF THE CITY OF SANTA ANA, (CITY), HEREBY DOES FIND AND RESOLVE AS FOLLOWS:

WHEREAS, The City is a member of ICRMA, a joint powers authority created pursuant to the provisions of the California Government Code; and

WHEREAS, ICRMA provides a Liability Program, Workers' Compensation Program, Property/Auto Physical Damage Program, and other coverage programs for its members; and

WHEREAS, The Joint Powers Agreement provides that ICRMA's Board shall be comprised of one representative from each member; and

WHEREAS, The ICRMA Bylaws require that ALL members not only appoint a representative to the Board but that the representative attend meetings as a condition of City membership; and

WHEREAS, City council of each member may select and change any of its representatives, subject to ICRMA Board approval, by filing a resolution with ICRMA; and

WHEREAS Appointees must be 1) elected officials, OR 2) City Managers, OR 3) hold positions with authority equivalent to a Department Director within the Member hierarchy; OR 4) IF APPROVED FOR APPOINTMENT BY THE ICRMA BOARD be dedicated (full time) to risk management for the Member; and

WHEREAS, City desires to designate its representative(s) to the ICRMA Board of Directors;

WHEREAS, City acknowledges and affirms that its representatives have full authority to bind City;

WHEREAS, City acknowledges and affirms that actions properly approved or taken by the Board shall be binding on City regardless of the vote of its designee or her/his presence when the action was taken;

WHEREAS, City acknowledges and affirms that each appointee is individually expected to meet all legal obligations of Board service, perform all duties set forth in ICRMA's Governing Documents, and serve with keen attention to ICRMA's purpose and high professional standards.
NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SANTA ANA DOES HEREBY FIND, DETERMINE AND DECLARE AS FOLLOWS:

Section 1. That City's Executive Director of Human Resources, Steven V. Pham, is hereby appointed to serve as Voting Director on the ICRMA Board of Directors.

Section 2. That City's Risk Manager, Deborah K. Scott-Leistra or City's Risk Management Supervisor Samantha Lambert are hereby appointed as first and second alternates respectively, to serve on the ICRMA Board in the absence of the primary member noted in Section 1 above.

Section 3. That the individuals designated by this City Council as the City's Voting Director or alternate to serve on the ICRMA Board of Directors are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and exercising the authority of the City with respect to all matters delegated to the Board of Directors and signing all amendments as are contemplated to be approved by Board of Directors.

Section 4. This Resolution shall take effect immediately upon its adoption by the City Council and if necessary approved by ICRMA, the Clerk of Council shall attest to and certify the vote adopting this Resolution.

Section 5. That the Clerk of Council is directed to forward a certified copy of this Resolution to the Executive Director of ICRMA, 18201 Von Karman Avenue, Suite 200, Irvine, California 92612 before it is deemed effective.

ADOPTED this ___ day of July, 2019.

__________________________
Mayor Miguel Pulido

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By ____________________________
Laura A. Rossini
Senior Assistant City Attorney

#610v3
Resolution No. 2019-XXX
Page 2 of 3

55E-38
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* Vacancy Ward 4

**CERTIFICATE OF ATTESTATION AND ORIGINALITY**

I, NORMA MITRE Acting Clerk of the Council do hereby attest to and certify the attached Resolution No 2019-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on July __, 2019.

Date: ___

Norma Mitre  
Acting Clerk of the Council City of Santa Ana