

Humboldt Transit Authority
Governing Board of Directors
AGENDA
Regular Meeting January 18, 2017
HTA Conference Room - 133 V Street Eureka
9:00 a.m.

- I. Call meeting to Order
- II. Introductions & Recognition
 - a. Resolution of Appreciation for HTA Board member Michael Winkler
Action Recommended: Approve Resolution 17-01
- III. Community Members Communication
Members of the community are invited to comment on items or issues not on the agenda.
- IV. Consent Calendar
By motion, recommend the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.
 - a. Minutes from the December 21, 2016 Regular Board Meeting. Page 01
Action Recommended: Approve minutes
 - b. November 2016 statistics and financial statements for all systems operated by HTA Enclosed
Action Recommended: Receive & File
 - a. Legal Counsel for the Humboldt Transit Authority Page 03
Humboldt Transit Authority's Legal Counsel's contract is up for renewal. Enclosed is a five year contract to retain the Law Offices of Nancy Diamond.
Action Recommended: Approve the contract between the Law Offices of Nancy Diamond and the Humboldt Transit Authority for Legal Services
- V. Items Removed from the Consent Calendar
- VI. Action Items
Employment Practices Liability (EPL) Program Page 10
The California Indemnity Pool will no longer offer EPL coverage through their Liability Program for the 17/18 Fiscal Year. Staff is recommending obtaining coverage through the Employment Risk Association (ERMA).
Action Recommended: Adopt Resolution 17-02

VII. Communications

- a. Board
- b. Staff:

VIII. Adjournment

Humboldt Transit Authority (HTA) is committed to a policy of non-discrimination pursuant to the requirements of Title VI of the Civil Rights Act of 1964. Persons who require special accommodations, accessible seating, or documentation in alternative formats under the American with Disabilities Act or persons who require translation services (free of charge) should contact HTA at least two days prior to the meeting.

Humboldt Transit Authority (HTA) se compromete a una norma de no discriminación de acuerdo a los requisitos del Artículo VI del Acto Derechos Civiles de 1964. Las personas que requieren alojamiento especial de acuerdo con el American with Disabilities Act, o personas que requieren servicios de traducción (libre de cargo) deben comunicarse con HTA al menos dos días antes de la reunión.

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

REGULAR BOARD MEETING

December 21, 2016

ROLL CALL

PRESENT

ABSENT

Board Members

Mark Lovelace, County of Humboldt

Julie Fulkerson, City of Trinidad

Rex Bohn, County of Humboldt

Tami Trent, City of Fortuna

Paul Pitino, City of Arcata

Tim Marks, City of Rio Dell

Natalie Arroyo, City of Eureka

Staff

Greg Pratt, General Manager

Consuelo Espinosa, ADA Specialist

Karen Wilson, Manager of Operations

Alene Webb, Finance Manager

Brenda Fregoso, Secretary to the Board

Jim Wilson, Director of Maintenance

CALL TO ORDER

Councilmember Arroyo called the meeting to order at 9:02 a.m.

Introductions were made.

Also in attendance was Nancy Diamond, HTA Legal Counsel. The board welcomed Councilmember Paul Pitino.

COMMUNITY MEMBERS COMMUNICATION

None

ACTION ITEMS

- a. Resolution of Appreciation for HTA Board Member Mark Lovelace

Councilmember Arroyo read Resolution 16-19, The Humboldt Transit Authority Recognizing and Commending the Service of Supervisor Mark Lovelace.

Motion by Councilmember Pitino, second by Councilmember Trent to approve Resolution 16-19.

Motion carries unanimously

b. Minutes from the November 16, 2016 Regular Board Meeting

Motion by Supervisor Lovelace, second by Councilmember Trent to approve the minutes from the regular November 16, 2016 Board Meeting.

Ayes; Marks, Arroyo, Trent, Lovelace, Bohn

Councilmember Pitino abstains

c. Consolidated Transportation Services Agency (CTSA) Contract

The Humboldt County Association of Governments (HCAOG) designated the Humboldt Transit Authority as the CTSA for the region. A draft contract for services was enclosed for Board approval.

General Manager Greg Pratt gave the Board updates, duties and timelines for being the CTSA.

Motion by Supervisor Lovelace, second by Councilmember Pitino to approve the contract between the Humboldt County Association of Governments and the Humboldt Transit Authority for Consolidated Transportation Services in Humboldt County.

Motion carries unanimously

Discussion Items

a. October 2016 Statistics and Financial Statements for all systems

General Manager Greg Pratt gave the Board an update on the statistics and financials for the month of October 2016.

COMMUNICATIONS:

a. Board

None

b. Staff

General Manager Greg Pratt and Secretary to the Board, Brenda Fregoso updated the Board on HTA's marketing plans and strategies.

Meeting adjourned at 9:48 a.m.

January 13, 2017

Greg Pratt, General Manager
Humboldt Transit Authority
133 V St.
Eureka, CA 95501

*Sent via email to
greg@hta.org and U.S. Mail*

Re: Renewal Contract for Legal Services

Dear Greg,

As you may know, I was first retained as General Counsel by the Board in March of 2012 under a contract that expired December 31, 2016. I have greatly enjoyed my work with the HTA over the previous five years and hope that you and the Board would agree to a renewal contract. Please forward this proposal to the HTA Board to renew my contract for general legal services.

The hourly rates for services under the earlier contract were the following:

Legal Services by Nancy Diamond:	\$200 per hour
Legal Services by Associate Attorneys:	At rates subject to advance approval by the General Manager not to exceed those of Nancy Diamond
Paralegal Services:	\$90 per hour

I would like to propose a renewal contract with a five-year term based on the following rate schedule:

Legal Services by Nancy Diamond:	
January 1, 2017 - July 30, 2018:	\$205 per hour
January 1, 2019 - December 31, 2020:	\$210 per hour
January 1, 2021 – December 31, 2021:	\$215 per hour
Legal Services by Associate Attorneys:	At rates subject to advance approval by the General Manager not to exceed those of Nancy Diamond
Paralegal Services:	
January 1, 2017 - December 31, 2018:	\$90 per hour
January 1, 2019 – December 31, 2020:	\$95 per hour
January 1, 2021 – December 31, 2021:	\$105 per hour

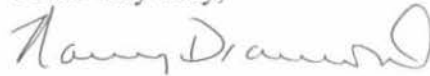
Greg Pratt, General Manager
Humboldt Transit Authority
January 13, 2017
Page 2

Other provisions in the contract would be unchanged. These include:

1. Insurance at least as much as \$2,000,000 per occurrence and annual aggregate;
2. HTA may obtain other legal services as needed for specialized matters; and
3. Either party may terminate the contract on 30 days' notice.

Thank you in advance for your consideration. Please contact me if you have any questions.

Yours very truly,



Nancy Diamond

ND/met
Enclosure

**CONTRACT FOR LEGAL SERVICES
HUMBOLDT TRANSIT AUTHORITY
AND
LAW OFFICES OF NANCY DIAMOND**

THIS CONTRACT FOR LEGAL SERVICES, effective _____ is made by and between HUMBOLDT TRANSIT AUTHORITY, hereinafter referred to as “HTA,” and the LAW OFFICES OF NANCY DIAMOND, hereinafter referred to as “Law Firm.”

I. SCOPE OF SERVICES

HTA shall retain Law Firm as its counsel, and Law Firm shall provide HTA with advice, counsel and representation in HTA legal matters and litigation pursuant to the terms and conditions hereafter set forth. Nancy Diamond of Law Firm shall be appointed General Counsel to the HTA, hereinafter referred to as “Attorney.”

A. Basic Legal Services: Law Firm shall provide the following basic legal services:

Preparation of Documents: Law Firm shall develop, review or comment on ordinances, resolutions, contracts, agreements and other documents at the request of HTA.

Legal Advice: Law Firm shall provide HTA with advice and counsel in oral, written, or electronic form pertaining to Authority legal matters at the request of the General Manager, including but not limited to resolutions, ordinances, claims for damages, and contracts. Law Firm shall be available for consultation with HTA.

B. Other Legal Services: Law Firm shall be available to provide other legal services to HTA as follows:

- Legal review and documents for audits, grant applications and matters pertaining to funding sought or obtained from other governmental entities.
- Legal advice in connection with planning, zoning, and environmental review of major projects proposed for HTA.
- Legal advice in connection with HTA Board meetings and notices, personnel matters, and general operation issues.
- Monitor legal services provided by other attorneys in connection with pending or threatened litigation, including appeals.
- Legal advice to HTA on conflict of interest statutes and financial disclosure laws to insure timely and proper filing of reports.

C. Meetings: Upon request of the Chair of the Board of Directors, the Board of Directors, or the General Manager, Law Firm shall attend meetings of the Board of Directors. Law Firm shall attend staff meetings when requested by the General Manager.

- D. Services Not Covered: It is expressly understood and agreed that Law Firm shall have no general responsibility for overseeing HTA's operations; and that Law Firm shall have no duty or authority to prosecute criminal violation of any law or ordinance, except as otherwise expressly provided by ordinance or resolution of the Board of Directors. It is also understood and agreed that HTA may obtain legal services from time to time from other attorneys concerning special matters.

II. COMPENSATION AND EXPENSE REIMBURSEMENT

- A. Hourly Fee Schedule: HTA agrees to compensate Law Firm for services and expenses incurred on HTA's behalf based on the fee schedule in Exhibit A, attached hereto and incorporated herein.
- B. Travel Reimbursement: If Law Firm is requested by HTA to travel outside of Humboldt County on HTA's business, HTA shall reimburse Law Firm for all travel expenses actually incurred, including reasonable charge for meals (at a maximum equal to the HTA per diem rate), lodging, mileage (at current IRS business rate), airfare, taxi service, ground transportation, parking fees, bridge tolls, and other similar charges. Such reimbursement will only be paid upon submission of an itemized bill and appropriate receipts to the General Manager.
- C. Miscellaneous:
1. *Office Expenses*: HTA shall reimburse Law Firm for all reasonable costs advanced by Law Firm on HTA's behalf including but not limited to long distance telephone charges, facsimile charges, copying charges, charges for recordation and certification of documents and postal expenses.
 2. *Litigation Expenses*: HTA shall reimburse Law Firm for all litigation expenses actually advanced by Law Firm on HTA's behalf, including but not limited to court filing fees, jury fees, witness fees, deposition costs, costs of obtaining documents by subpoena and other ordinary and necessary litigation services.
- D. Payment : HTA will pay Law Firm within thirty (30) days after receiving an invoice that itemizes services, time and charges. Law Firm will invoice monthly.

III. CONFLICT OF INTEREST

Law Firm shall be entitled to maintain an active private law practice but will not represent private clients who have a claim adverse to or against HTA. It is understood by HTA that Law Firm represents numerous public agencies within the region, some of which may be member agencies of the HTA. Law Firm may continue to represent other public agencies to the extent that there are no issues between the agencies that would create a conflict of interest. Law Firm believes that the zealotness and commitment with which it will represent HTA will not be impaired by its representation of other public agencies. By signing this contract, HTA acknowledges its understanding of the nature of Law Firm's potential conflicts raised by other agencies. In the event issues arise that may create a conflict of interest, Law Firm shall provide notice to HTA and seek a waiver or disqualification for matters relating to that issue.

If a former client of Law Firm asserts a claim adverse to or in conflict with an interest of HTA or against HTA, and representation of HTA would pose a conflict of interest for Law Firm, Law Firm will promptly disclose the potential conflict to HTA and assist HTA in obtaining separate legal representation acceptable to HTA.

IV. PROFESSIONAL LIABILITY INSURANCE

At all times during this Contract, Attorney shall maintain a policy of professional errors and omissions insurance in the amount not less than Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) annual aggregate.

V. INDEMNIFICATION

Law Firm agrees to indemnify and hold HTA harmless from any and all claims, demands, causes of action, suits and judgments, advanced by any person or person other than Law Firm, whether or not meritorious, which arise in any way out of Law Firm's performance of his duties under this agreement, or out of Attorney holding the office of General Counsel. Law Firm's duty to indemnify shall include a duty to defend HTA in any threatened or pending litigation, and to pay for or reimburse HTA for counsel fees and litigation expenses reasonably incurred in defense of suit threatened or pending litigation.

VI. TERM

This Contract shall be effective through December 31, 2021, unless terminated as provided under Section VII.

VII. TERMINATION OF AGREEMENT

Either party may terminate this Contract by giving thirty (30) days written notice to the other party. In the event of termination, Law Firm shall receive compensation and reimbursement for all services rendered and expenses due at the time of termination.

VIII. CONTRACT TERMS TO BE EXCLUSIVE

This written Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment entering into this Contract.

IX. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

X. CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA

This Contract and performance hereunder, and all suits and special proceedings hereunder, shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

XI. LAW FIRM IS INDEPENDENT CONTRACTOR

The parties intend that Law Firm shall perform the services required by this Agreement as an independent contractor engaged by HTA and not as an officer or employee of HTA nor as a partner of or joint venturer with Authority. No employee or agent of Law Firm shall be deemed to be an employee, agent, subagent or servant of HTA. Law Firm shall have the exclusive control over the manner and means of performing its obligations hereunder. Law Firm shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Law Firm nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrued to HTA employees. Nothing herein shall be construed as creating the duty of the HTA to supervise or control the acts or omissions of Law Firm or any person performing performance obligations hereunder.

XII. CONFIDENTIALITY

The Law Firm’s services, advice, and representation shall be provided exclusively to the HTA and all records, data, and information coming into Law Firm’s possession or knowledge for the HTA during the course of Law Firm’s performance of services hereunder, shall be maintained in strictest confidence, except as needed or required for case preparation or presentation, and shall not be disclosed or furnished to any persons, firm, or agency without the express consent of HTA.

XIII. COMPLIANCE WITH APPLICABLE LAW

In the performance of services pursuant to the terms and provisions of this Agreement, Law Firm shall comply with all applicable Federal, State, county, and municipal laws, regulations, rules, and ordinances.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the date above written.

**HUMBOLDT TRANSIT
AUTHORITY:**

ATTEST:

_____, Chairperson

_____, Clerk

Date

Date

LAW FIRM

Nancy Diamond

Date



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

TO: Vice Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: January 18, 2017

SUBJECT: Employment Practices Liability Program

In 2012, the California Transit Indemnity Pool Board completed a comprehensive review of, and revisions to, its Joint Powers Agreement and Bylaws, and adopted separate Master Program Documents for the Liability Program and the Vehicle Physical Damage (VPD) Program. Further review and revisions of the Liability Program and VPD Program Memorandums of Coverage (MOC) were delegated to the Ad Hoc MOC Committee. Specific to the Liability MOC, the Ad Hoc MOC Committee was tasked with reviewing the Employment Practices Liability (EPL) coverage component. The concerns with EPL have been: 1) the language in the MOC is unclear and subject to interpretation; 2) coverage is limited; 3) coverage is difficult to coordinate with other coverages; and 4) members' general unfamiliarity with the coverage.

At their meeting in December 2015, the Board approved the exclusion of Employment Practices Liability (EPL) coverage from the CalTIP MOC, with a target implementation date of July 1, 2017. CalTIP evaluated the Employment Risk Management Authority (ERMA) as an option for those members interested in pursuing EPL coverage once the exclusion takes effect.

ERMA is a pool of several public entities in the state of California, which focuses on EPL programs and services. ERMA offers a JPA membership discount which CalTIP would be eligible for. The JPA discount would not apply to individual entities joining the program on their own. ERMA provides coverage up to \$1,000,000 per occurrence and purchases excess coverage through RSUI for coverage of \$1,000,000 excess of \$1,000,000 per occurrence. CalTIP will be forwarding underwriting information to ERMA to obtain price quotes, which will be presented at a future CalTIP Board meeting.

Currently, HTA has a self-insurance retention of \$50,000 through CalTIP which will no longer be available to its members at the end of this fiscal year. The initial price indication to HTA at that same level through ERMA for the 17/18 FY \$11,203.

Action Recommended: Adopt Resolution 17-02 Approving Participation in The Employment Risk Management Authority and Authorizing the General Manager to take any and all actions necessary to implement the Program.

Employment Risk Management Authority (ERMA) *Intent to Participate*

Entity or JPA Name: _____

Contact Person: _____

Mailing Address: _____

Telephone: (____) _____ FAX:(____) _____ E-mail: _____

Please check the appropriate box(s):

Having received an indication for membership participation in the ERMA program, we agree to participate effective _____, 2016, at the following retention level.

\$25K \$50K \$75K \$100K \$250K \$500K

We are presently unable to commit to program participation but would appreciate receiving additional information concerning ERMA. Please provide us with: _____

Signature of representative authorized to bind the entity or JPA: _____

Please return this form to:

Bickmore
1750 Creekside Oaks Drive, #200, Sacramento, CA 95833
Attention: Jennifer Jobe, Assistant Executive Director
FAX: (916) 244-1199

EMPLOYMENT RISK MANAGEMENT AUTHORITY (ERMA) LIABILITY COVERAGE APPLICATION

If completed electronically, this application will adjust to allow space for any answers. If not completed electronically, then additional sheets may be needed.

ENTITY NAME: _____		Date: _____	
EMPLOYMENT PRACTICES INFORMATION			
A. Policies and Procedures			
1.	Does the Entity have written personnel policies and procedures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.	Does the Entity distribute the manual/rules to all employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.	Does the Entity have employees sign an acknowledgement form indicating they have read and understood the above-referenced policies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.	Are the following policies or procedures included in the manual? Check all that apply:		
	<input type="checkbox"/> Hiring	<input type="checkbox"/> Termination	<input type="checkbox"/> Suspension
	<input type="checkbox"/> Medical Leave	<input type="checkbox"/> Unpaid Leave	<input type="checkbox"/> Grievance Procedures
	<input type="checkbox"/> Drug & Alcohol Testing	<input type="checkbox"/> Discipline	<input type="checkbox"/> Attendance
	<input type="checkbox"/> Family Medical Leave Act	<input type="checkbox"/> Anti-Harassment Policies	
	<input type="checkbox"/> Written Job Description for all Positions	<input type="checkbox"/> Workplace Violence Policies	
	<input type="checkbox"/> Annual Written Performance Evaluations for all Employees		
	<input type="checkbox"/> Employee Hotline/Complaint Procedure		
5.	Do the policies/rules include all protected categories under the Fair Employment and Housing Act (FEHA), Ca. Gov't. Code section 12940)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	Does the Entity have legal counsel regularly review the manual/rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.	Have the above-referenced policies been updated within the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If no, when was the manual or rules last reviewed?		
8.	Were the above-referenced policies formally approved and adopted by council/governing board?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.	Does the Entity have legal counsel to provide advice regarding disciplinary matters?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.	Does the entity have an orientation program for all employees that addresses workplace conduct, EPL policies and practices, and grievance procedures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>If you answered no to any of the above, please use this space to provide more information:</i>			

B. Employee Information					
1.	Number of Full Time Employees:				
2.	Number of Part time Employees:				
3.	For each of the past five years, what has been your annual percentage turnover rate of employees?				
	20__ %	20__ %	20__ %	20__ %	20__ %
4.	How many involuntary employment terminations have occurred in the past two years?				
	20__	20__			

	<i>Involuntary employment termination with respect to this questionnaire means notification to an employee that such employee will no longer be employed whether such notification is effective immediately or in the future. Involuntary employment termination shall also include actual or alleged constructive discharge.</i>	
5.	Percentage of Employees with salaries less than \$100,000 %	Should = 100%
6.	Percentage of Employees with salaries greater than \$100,000 %	

C. Employment Practices Claims Handling		
1.	Who in the Entity has been designated to handle claims?	
2.	(a) With respect to oral or written claims, do you have a written procedure for obtaining information and conducting required follow up on the claim? (b) Do you require written claims for EEO-related complaints?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes to 2(a), describe the policy and procedure for receiving, reviewing, and responding to claims:	
3.	Does the Employment Claims handler coordinate with the Workers' Compensation Administrator on all claims involving actual or potential industrial injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4.	Has your entity received any claim in the previous 7 completed fiscal years, including the partial current fiscal year, (including but not limited to Tort Claim, any and all claims filed with the DFEH, EEOC, Department of Labor or Federal Department of Justice, any civil lawsuit or other written claim) alleging the following?	
	(a) Allegations of discrimination or harassment under FEHA, Title VII or any other federal or state law relating to discrimination based on race, sex, religion, disability, national origin, marital status, age, sexual orientation, retaliation or any other protected legal status;	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(b) Allegations of retaliation relating to an Employee engaging in protected activity involving any EEO-related complaint, protected leave status, worker's compensation claim, or any other protected activity or status;	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(c) Actual or alleged constructive termination of an employment relationship in a manner which is alleged to have been against the law or wrongful, or in breach of an implied employment contract or breach of the covenant of good faith and fair dealing in the employment contract;	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(d) Allegations of negligent or wrongful evaluation, wrongful demotion, wrongful discipline, failure to promote, failure to grant tenure, or wrongful deprivation of career opportunity;	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(e) Allegations of misrepresentation or defamation made by an <i>Employee</i> which arise from an employment decision to hire, fire, promote, demote or discipline;	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(f) Allegations of infliction of emotional distress, mental injury, mental anguish, shock, sickness, disease or disability made by an <i>Employee</i> which arise from an employment decision to hire, fire, promote, demote or discipline;	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(g) Allegations of false imprisonment, detention, or malicious prosecution made by an <i>Employee</i> which arise from an employment decision to hire, fire, promote, demote or discipline;	<input type="checkbox"/> Yes <input type="checkbox"/> No

	(h) Allegations of libel, slander, defamation of character, invasion of privacy made by an <i>Employee</i> which arise from an employment decision to hire, fire, promote, demote or discipline; and	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(i) Other personal injury allegations made by an <i>Employee</i> which arise from an employment decision to hire, fire, promote, demote or discipline.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is yes to any of the above, please attach a listing of the loss(es) showing a full description of each claim, including the date filed, the substance of the allegations, the disposition of the claim, and any monetary amounts paid in connection with the claim.		

D. Employment Practices Risk Management		
1.	Does the applicant have a Human Resources or Personnel Department? If no, please describe handling of this function:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Do you have any established set of grievance or complaint procedures as an effective means of resolving disputes prior to litigation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Do you anticipate any “layoffs” during the next 24 months? If yes, please provide details.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Have you had any “layoffs” in the past 36 months? If yes, please provide details.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Is your entity in full compliance with the training requirements set forth in AB 1825? If no, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Briefly describe the procedure for maintaining AB 1825 training records:	
7.	Does your entity provide AB 1825 training for non-supervisory employees (i.e., “top to bottom” training)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Are elected officials trained on the entity’s policy regarding harassment, discrimination, and retaliation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

E. DESIRED SELF-INSURED RETENTION						
<input type="checkbox"/> \$25K	<input type="checkbox"/> \$50K	<input type="checkbox"/> \$75K	<input type="checkbox"/> \$100K	<input type="checkbox"/> \$250K	<input type="checkbox"/> \$500K	
<i>Please attach the following:</i>						
<ul style="list-style-type: none"> • <i>EPL individual loss information (including Date of Loss and total incurred) for the previous 7 completed fiscal years, including the partial current fiscal year;</i> • <i>Payroll information for the previous 7 completed calendar years;</i> • <i>Completed resolution authorizing participation in ERMA;</i> • <i>Completed intent to participate; and</i> • <i>Most Recent Financial Audit.</i> 						

The undersigned declares that no fact, circumstance, or situation indicating the probability of a claim or action is now known to any person proposed for this coverage; and it is agreed by all concerned that if there be knowledge of any such fact, circumstance or situation, any claim or action subsequently emanating therefrom shall be excluded from coverage under the coverage for herewith being applied. The undersigned being authorized by, and acting on behalf of, the applicant and all persons or concerns seeking coverage, has read and understands this application, and declares all statements set forth herein are true, complete, and accurate, and include all material information.

The undersigned further declares and represents that any occurrence taking place prior to the inception of the coverage for which is being applied, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to ERMA. The undersigned acknowledges and agrees that the submission and ERMA's receipt of such report, prior to the inception of the coverage for which being applied, is a condition precedent to coverage.

The undersigned acknowledges:

- (1) ERMA does not require the submittal of the aforementioned policies and procedures. ERMA does, however, rely on the information provided by the applicant in review of the application and the undersigned, therefore, declares and represents that the policies and procedures as represented above are the current policies and procedures of the entity.
- (2) ERMA's Board of Directors may recommend a risk assessment of any new member within 60 days of joining ERMA and/or a higher self-insured retention from what was requested, if an application for membership is approved.

The undersigned further acknowledges and agrees this application contains requests for information and requests for data on a range of exposures, but such requests do not imply that coverage is afforded in the program for which is being applied.

Agency or Entity Name

Applicant's Name (please print)

Title

Applicant's Signature

Date

**EMPLOYMENT RISK MANAGEMENT AUTHORITY
PREMIUM INDICATION FOR THE 2016/2017 PROGRAM YEAR**
~ California Transit Indemnity Pool (CaTIP) ~

Name of Entity	Humboldt Transit Authority
2014/2015 Payroll	\$2,054,308
Coverage Period	July 1, 2016 to June 30, 2017

CALCULATION

Member Retained Limit Options	\$50,000	\$75,000	\$100,000
Retained Limit Factor	1.00	0.90	0.81
Retained Limit Rate	0.458	0.412	0.371
Defense & Indemnity: Pooled Funding Administration	\$9,409	\$8,468	\$7,621
	0.0577	1,186	1,186
Loss Prevention & Training	0.0074	153	153
Subtotal	\$10,747	\$9,806	\$8,960
JPA Participation Credit	3.00%	(\$322)	(\$269)
Individual Experience Mod Factor *	1.000		
Off-Balance Factor	1.009		
Excess Insurance \$1 million x \$1 million	684	684	684
TOTAL ERMA PREMIUM**	\$11,203	\$10,282	\$9,453

* New members are assigned an experience modification factor of 1.000 their first year in ERMA.

** Premium prorated based on date of inception of coverage.

**RESOLUTION 17-02 OF THE HUMBOLDT TRANSIT AUTHORITY
AUTHORIZING PARTICIPATION IN
THE EMPLOYMENT RISK MANAGEMENT AUTHORITY**

WHEREAS, the Humboldt Transit Authority wishes to obtain Employment Practices Liability coverage for the 2017/18 Fiscal Year; and

WHEREAS, the Employment Risk Management Authority (ERMA) is a self-insured joint powers authority created for the sole purpose of Employment Practices Liability Coverage. ERMA is comprised of various public entities who risk share up to \$1 million against potentially unlawful employment practices and discrimination claims; and

WHEREAS, ERMA formed primarily due to the fact that government entities have not historically been able to secure Employment Practices Liability (EPL) coverage at a competitive cost through the commercial insurance marketplace; and

WHEREAS, ERMA has met all of the high professional standards established by the California Association of Joint Powers Authorities (CAJPA) in the areas of governance, finance, claims control, safety and loss control and ERMA is fully accredited by CAJPA. CAJPA's accreditation process requires reviews by independent consultants in the areas of accounting, claims adjusting, and actuarial analysis; and

WHEREAS, ERMA provides services to both Joint Powers Insurance Authorities and individual public entities; and

WHEREAS, the Humboldt Transit Authority has determined that it is in the best interest to become a member of ERMA for the purpose of obtaining Employment Practices Liability coverage; and

WHEREAS, ERMA requires the Humboldt Transit Authority to pass a resolution expressing the desire and commitment of the Humboldt Transit Authority's participation in ERMA, which requires a three year minimum participation period. Humboldt Transit Authority also understands our entity will be bound by the provisions in the ERMA Joint Powers Agreement just as though it were fully set forth and incorporated herein whether our entity had signed it individually or through an underlying Joint Powers Insurance Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE HUMBOLDT TRANSIT AUTHORITY GOVERNING BOARD OF DIRECTORS: THAT, the Humboldt Transit Authority approves participation in ERMA on July 1, 2017; and

THAT, the General Manager on behalf of the Humboldt Transit Authority is hereby authorized to take any and all actions necessary to implement the foregoing resolution.

PASSED AND ADOPTED by the Humboldt Transit Authority of Humboldt County, State of California, at a regular meeting of said Board Meeting held on the 18th of January 2017, by the following vote:

AYES:
NOES:
ABSENT:

Chair of the Humboldt Transit Authority
Governing Board of Directors

ATTEST:
I hereby certify that the foregoing resolution is a full, true and correct copy of a resolution passed by the Humboldt Transit Authority Governing Board of Directors on January 18, 2017.

HTA Secretary to the Board