



**EMPLOYMENT RISK MANAGEMENT AUTHORITY
SPECIAL EXECUTIVE COMMITTEE MEETING
AGENDA**

**Thursday, July 30, 2026
10:00 a.m.**

[Zoom](#)

Dial-in Number: (669) 444-9171

Meeting ID: 522 947 7796

Passcode: 186583

All portions of this meeting will be conducted via teleconference in accordance with Government Code Section 54953. The teleconference locations are as follows: *California Intergovernmental Risk Authority, 2330 East Bidwell Suite 150 Folsom CA 95816; Public Entity Risk Management Authority, 72-811 Highway 111 #1014 Palm Desert, CA 9226; City of Union City, 34009 Alvarado-Niles Road, Union City, CA 94587; WestCat, 601 Walter Avenue, Pinole, CA 94564; Coachella Valley MVCD, 43-420 Trader Place, Indio, CA 92201, and Sedgwick, 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833.*

Each location is accessible to the public, and members of the public may address the Committee from any teleconference location. Alternatively, you may attend the meeting and address the Committee via the Zoom link or dial-in number shown above.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation to participate in this meeting, please contact Yvette Flama (yvette.flama@sedgwick.com or 916.730.2667) as early as possible, and preferably at least one full business day before the start of the meeting.

Documents and materials relating to an open session agenda item provided to the Committee will be available for public inspection. Please contact Yvette Flama via phone or email for copies.

Page

1. CALL TO ORDER; ROLL CALL

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

- 3. PUBLIC COMMENTS** - The Public may submit any questions by contacting Yvette Flama at yvette.flama@sedgwick.com. This time is reserved for members of the public to address the Committee relative to matters of ERMA not on the agenda. No action may be taken on non-agenda items unless authorized by law.

Page

3

4. ADMINISTRATIVE MATTERS

- *A. Review of Request for Proposals for General and Coverage Counsel

Recommendation: None.

13

5. CLAIMS MATTERS

- A. Closed Session – Pursuant to Government Code Section §54956.95(a), the Executive Committee will recess to Closed Session to discuss the following claims:

- Dominguez v. City of Adelanto (PERMA)

- B. Report from Closed Session

Pursuant to Government Code 54957.1, the Executive Committee must report in Open Session any action, or lack thereof, taken in Closed Session.

6. CLOSING COMMENTS

This time is reserved for comments by the Committee members and staff and to identify matters for future Committee business.

- A. Committee

- B. Staff

7. ADJOURNMENT

ADMINISTRATIVE MATTERS

**SUBJECT: Review of Request For Proposal For General And Coverage Counsel
 *Presented by Yvette Flama, Board Secretary***

RECOMMENDATION: *None.*

BACKGROUND AND STATUS:

Doug Alliston, ERMA Board Counsel, notified ERMA staff on July 6, 2026, he will be resigning no later than September 30, 2026 (he does have some flexibility).

Upon hearing that news, staff immediately notified the Board President, who granted staff approval to issue a Request for Proposal (RFP). Staff disseminated the RFP on July 15, 2026, to six (6) law firms. ERMA staff requested all proposals be submitted no later than September 1, 2026.

Once staff has received all proposals, staff will call a special Executive Committee meeting to review and discuss the proposals received.

This time is reserved for answering questions from the Committee and discussing what is expected and the timeline for this process going forward.

REFERENCE MATERIALS ATTACHED:

- Board Counsel Request for Proposal

REQUEST FOR PROPOSAL

**GENERAL AND COVERAGE COUNSEL SERVICES
FOR THE
EMPLOYMENT RISK MANAGEMENT AUTHORITY (ERMA)**

Return Proposal to:

Rob Kramer, Executive Director
rob.kramer@sedgwick.com

Date Issued: July 15, 2026

Response Deadline: Tuesday, September 1, 2026

GENERAL AND COVERAGE COUNSEL SERVICES
FOR THE
EMPLOYMENT RISK MANAGEMENT AUTHORITY

TABLE OF CONTENTS

I. INTRODUCTION.....	3
II. SCOPE OF SERVICES.....	3
III. DESIRED QUALIFICATIONS.....	4
IV. PROPOSAL REQUIREMENTS.....	5
V. INSURANCE REQUIREMENTS	6
VI. TERM.....	7
VII. SELECTION PROCESS.....	8
VIII. LIST OF POTENTIAL PROVIDERS	9

Exhibits and Appendices

Appendix A – ERMA Governing Documents

**Appendix B – ERMA Memorandum of Coverage for the 2026/27 Program Year & Master
Program Document**

EMPLOYMENT RISK MANAGEMENT AUTHORITY

REQUEST FOR PROPOSAL

I. INTRODUCTION

The Board of Directors (Board) of the Employment Risk Management Authority (ERMA) is requesting proposals from qualified Board and Coverage Counsels to provide legal services to its Board of Directors and staff. **The ability to provide both board counsel and coverage counsel together is not mandatory but preferred.**

ERMA is one of an estimated 150+ Joint Powers Authority (JPA) self-insurance pools operating in California. ERMA is a statewide JPA formed in 1999 to provide coverage and loss prevention services to California public entities. The program now covers more than 234 public entities throughout the State of California. ERMA is the first and only statewide risk sharing pool created exclusively to provide broad employment practices liability (EPL) coverage. ERMA provides cutting-edge loss prevention services designed to minimize the EPL exposure of its members.

ERMA members share excess general liability losses on a self-insured basis (currently risk sharing \$1M in excess of \$1M per occurrence), jointly purchase excess and reinsurance coverage, and jointly purchase and provide administrative and other services such as litigation management, training and other loss prevention programs, accounting services, actuarial services, and legal services in connection with the program. ERMA is administered by Sedgwick Pooling.

ERMA is governed by a thirteen-member Board that meets twice per year in the months of March and June, as well as a five-member Executive Committee that meets two to six times per year.

ERMA has been accredited with excellence by the California Association of Joint Powers Authorities (CAJPA).

Please consult the ERMA website - [ERMAJPA](#) for additional information.

II. SCOPE OF SERVICES

The services to be provided by the selected law firm include, but may not be limited to, the following:

- A. Review, analyze, and interpret ERMA's governing documents, including the ERMA Joint Powers Agreement, Master Program Document, Bylaws, Resolutions, and other policies adopted by the Board. Develop language revising such documents at the direction of staff and the Board;
- B. Provide coverage analysis when requested by staff and/or the Board, interpreting the Memorandum of Coverage (MOC) with respect to duties owed

to members on submitted claims, and coordinate coverage issues with ERMA's Litigation Manager;

- C. Provide Reservation of Rights letters and other member claims-related communications as requested;
- D. Review, analyze, and, as requested, negotiate contracts with outside vendors on behalf of ERMA;
- E. Review, analyze, and, as requested, advise the Board on excess/reinsurance proposals, policies, and reporting procedures;
- F. Attend regularly scheduled and special Board meetings, Committee meetings, and annual strategic planning meetings;
- G. Review and analyze MOC language in light of coverage issues and, as necessary, recommend amendments to the Board and staff;
- H. Provide legal advice to staff and Board on *Brown Act* and *Public Records Act* issues and other legal issues under the California Government Code and other relevant statutes;
- I. Upon request of the Executive Director and/or the Board, represent ERMA in legal proceedings on contested matters affecting ERMA; and
- J. Perform other such duties that may be requested by the staff and/or the Board.

III. DESIRED QUALIFICATIONS

To qualify, the Law Firm should meet the following minimum qualifications:

- A. Extensive experience and knowledge of coverage interpretations of joint powers insurance authorities' memoranda of coverage, and substantial experience in providing coverage analyses and opinions to the joint powers insurance authorities' members and staff;
- B. Experience as General Counsel to and/or representation of a California public agency or comparable work with California JPAs, with a minimum of three to five years preferred but not required;
- C. Substantial experience in civil litigation, preferably in representing governmental clients, and knowledge in the areas of coverage disputes, tort liability, municipal liability, and employment discrimination, and including the ability to represent the Authority in any litigated coverage dispute;

- D. Experience with and knowledge of the *Brown Act* and *Public Records Act*, and other laws governing the operation of Joint Powers Insurance Authorities;
- E. Experience with and knowledge of joint powers authority agreements, bylaws, and other governing documents including the ability to analyze and suggest language clarifying intended Board policies; and
- F. Ability to work effectively with the Board of Directors and staff, with respect to any of the services required by the Authority.

IV. PROPOSAL REQUIREMENTS

Law firms or counsel submitting a proposal will provide ERMA with the following information:

- A. Resume of the attorney and/or law firm and brief descriptions of recent legal services provided to representative clients.
 - Include three (3) clients' names, contact persons, and telephone numbers as references;
- B. Resumes of key individuals who will be assigned to work with ERMA.
 - Include information on their experience as it pertains to the Scope of Services outlined herein;
- C. Provide two samples of written coverage opinions or analysis of governing documents;
- D. Description of any potential conflicts of interest in representing ERMA;
- E. A brief description of counsel and/or the law firm's philosophy in serving as general counsel to a joint powers insurance authority or other government agency; and
- F. Billing rates, including any minimum charges or retainers, together with a sample billing.

V. INSURANCE REQUIREMENTS

a. Insurance

Proposers shall take out and maintain during the entire term of the agreement insurance pertaining to the activities associated with the agreement. Proposers will be required to obtain, at their own cost and expense, all insurance coverages and limits required below, placed with insurance companies admitted to do business in California with an AM Best Rating of A- VII or higher and as acceptable to ERMA, and shall provide evidence of such insurance and amendatory endorsements to ERMA for approval prior to commencing work.

Insurance:

Workers' Compensation	Statutory limits Waiver of Subrogation Endorsement
Employer's Liability	\$1,000,000 each accident or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 general aggregate Additional Insured Endorsement Primary and Non-Contributory Coverage and Endorsement Waiver of Subrogation Endorsement
Cyber Liability	\$1,000,000 per occurrence and aggregate
Professional Liability (E&O)	\$1,000,000 per claim and aggregate

b. Indemnity

Proposer shall be expected to agree to the following indemnity clauses upon award of the project:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Counsel's Services, to the fullest extent permitted by law, Counsel shall indemnify, protect, defend, and hold harmless ERMA and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Counsel (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Counsel (and its Subconsultants) and the ERMA in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Counsel shall indemnify, defend, and hold harmless ERMA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative

proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Counsel or by any individual or ERMA for which Counsel is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Counsel.

VI. TERM

The term of the representation of ERMA shall commence on or before December 1, 2026, and may be canceled at any time, with or without cause, by either party, with the law firm's letter of engagement to provide that the law firm shall give ERMA at least ninety days' written notice prior to withdrawal as counsel.

VII. SELECTION PROCESS

Only those proposals which are complete and delivered to the office of ERMA by 5:00 p.m. on or before September 1, 2026, shall be considered.

Address all proposals to:

Rob Kramer, Executive Director
Employment Risk Management Authority
1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833
Rob.kramer@sedgwick.com

ERMA will review the proposals submitted. The law firms whose proposals are selected as finalists may be asked to appear, virtually or in person, before an evaluation panel in Sacramento to discuss their proposals.

All proposals, whether selected or rejected, shall become the property of ERMA. The costs of preparing proposals will be borne solely by the proposer. Proposals may be submitted electronically.

ERMA reserves the right to: reject any and all proposals; to waive any informality, defect, or irregularity in a proposal; to alter the selection process in any way; to postpone the selection process for its own convenience at any time; to accept or reject any individual that a law firm proposes to use; and/or to decide whether or not to enter into an engagement with any law firm. Nothing in this RFP shall be construed to obligate ERMA to negotiate or enter into an engagement with any particular law firm. This Request for Proposal shall not be deemed to be an offer to enter into an agreement of any kind.

Listed below is an anticipated timetable:

September 1, 2026 (5 p.m.)	Proposals Due
September 1-7, 2026	Evaluation of Proposals and Set Up Interviews
TBD	Interview of Prospective Law Firms, Selection of Firm to Recommend to Board of Directors
TBD	Final Selection by Executive Committee, Inform Law Firms of Selection, and Negotiate Agreement
On or before December 1, 2026	Begin Engagement

Questions regarding this Request for Proposal may be directed to:

Rob Kramer, Executive Director
rob.kramer@sedgwick.com
(916) 244-1117

VIII. LIST OF POTENTIAL PROVIDERS

- Dawn Curtis
Farmer Curtis, PC
3626 Fair Oaks Blvd., Suite 100
Sacramento, CA 95864
E: Dcurtis@farmercurtislaw.com
- Eric Brenneman, Partner
Demler, Armstrong & Rowland, LLP
8950 Cal Center Drive, Suite 250
Sacramento, CA 95826
E: bre@darlaw.com
- Scott Campbell
Best, Best & Krieger LLP
300 South Grand Ave., 25
Los Angeles, CA 90071
E: scott.campbell@bbklaw.com
- Eric Casher
Redwood Public Law
555 Capitol Mall, Suite 450
Sacramento, CA 95814
E: eric@redwoodpubliclaw.com
- Nicholas Clair
Lozano Smith
400 Capitol Mall, Suite 2200
Sacramento, CA 95814
E: nclair@lozanosmith.com
- Nira F. Doherty
Burke, Williams & Sorensen, LLP
Partner
181 Third Street, Suite 200
San Rafael, CA 94901-6587
T: 415-755-2600
E: NDoherty@bwslaw.com

CLAIMS MATTERS

**SUBJECT: Closed Session - Pursuant to Government Code §54956.95(a) to
Discuss Claims
*Presented by Stacey Sullivan, Litigation Manager***

RECOMMENDATION: *None.*

BACKGROUND AND STATUS:

The confidential Litigation Manager's Report was distributed to the Executive Committee under separate cover. The Board will discuss the claims listed below during the Closed Session.

Claim
Dominguez v. City of Adelanto (PERMA)

REFERENCE MATERIALS ATTACHED:

- Confidential Litigation Manager's Report (distributed under separate cover; copies to be destroyed following completion of the meeting).