



**REQUEST FOR PROPOSALS
FOR
ORGANIZATIONAL ASSESSMENT**

Proposals must be received no
later than 5:00 p.m. MONDAY,
SEPTEMBER 25, 2017

**Questions in regard to submissions,
process or proposals may be emailed to:**

John Helm – Executive Director
jhelm@estransit.com

**Eastern Sierra Transit Authority
P.O. Box 1357
703-B Airport Road
Bishop, CA 93515
(760) 872-1901 ext. 12
www.estransit.com**

NOTICE
EASTERN SIERRA
TRANSIT AUTHORITY

Request for Proposal for an
Organizational Assessment

Notice is hereby given that the Eastern Sierra Transit Authority (ESTA) is seeking proposals from qualified consultants to review and assess ESTA's current organizational structure, operational functions and levels of staffing.

Proposals must be received no later than 5:00 p.m., Friday, September 25, 2017 at the Eastern Sierra Transit Authority's offices located at 703-B Airport Road, Bishop, CA 93515. No late submittals will be accepted.

ESTA may conduct interviews of the top ranking firms in order to make a final selection.

Any questions with regard to submissions, process, or proposals can be emailed to John Helm at jhelm@estransit.com.

The Request for Proposals (RFP) can be viewed and/or obtained from the Eastern Sierra Transit Authority website at www.estransit.com.

Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into an agreement for consulting services. ESTA reserves the right to reject any and all proposals prior to execution of the agreement.

REQUEST FOR PROPOSALS FOR AN ORGANIZATIONAL ASSESSMENT

Introduction

The Eastern Sierra Transit Authority (herein referred to as “ESTA”) is located in the Eastern Sierra region of California and is the sole provider of public transportation services in Inyo and Mono Counties. Formerly known as “Inyo Mono Transit” (a division of the Inyo County Government), ESTA was formed through a Joint Powers Agreement (JPA) between Inyo County, Mono County, the City of Bishop and the Town of Mammoth Lakes in 2006. ESTA is directed and managed by an eight member Board of Directors, comprised of two elected representatives from each jurisdiction. ESTA is a separate legal entity with a staff of 75 drivers, 3 dispatchers, 2 utility workers, 1 Transit Trainer, 2 Operations Supervisors, and 5 Administrative positions. Some services such as Auditor-Controller, Treasurer, and Legal are contracted with Inyo County. Maintenance is contracted with outside vendors throughout the region. Some services are operated as part of a contract with other entities. No assessment of ESTA’s organizational structure has been conducted since a business plan was prepared at the time of the Authority’s founding in 2007, although the Authority has grown significantly since that time.

ESTA is currently seeking proposals from qualified firms with experience in the preparation of organizational assessments of public entities. ESTA is seeking proposals from firms to review and assess the current organizational structure, operational functions and levels of staffing. The firm and its final report will make recommendations that will enhance the organizational operations for current and future needs. The results should be in alignment with ESTA’s strategic goals.

Background information on ESTA can be found on the ESTA’s website at www.estransit.com.

Work Scope

Services to be performed by the consultant shall include the following:

- Conduct a detailed examination of the Eastern Sierra Transit Authority organizational structure and functions.
- Assess the functional assignments and staffing levels required to perform current duties (span of control).
- Evaluate ESTA’s initiatives, goals and objectives, and address alignment.
- Review operational functions and workflow processes, including a review of job descriptions.
- Provide recommended compensation ranges for administrative and supervisory

- positions
- Provide recommendations related to opportunities for operational efficiencies.

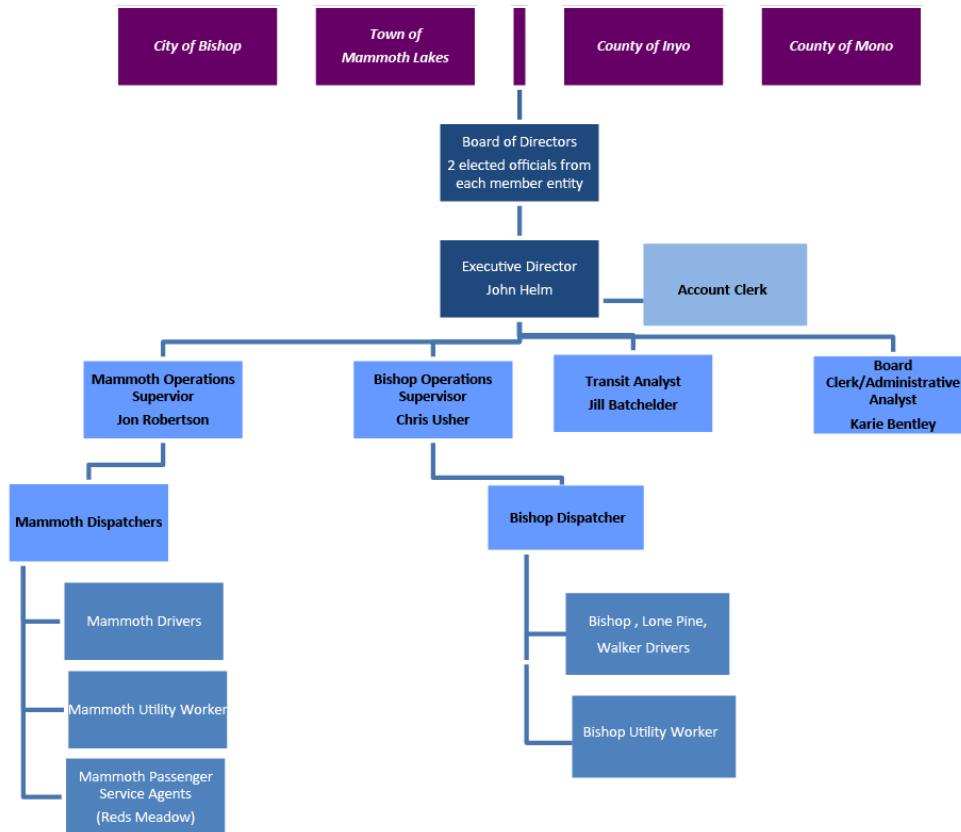
A copy of ESTA’s organizational chart and FY 2017/18 budget is included below.

ESTA seeks to have a draft report and recommendations within 90 days of Notice to Proceed.

Organization Chart



EASTERN SIERRA TRANSIT AUTHORITY



EASTERN SIERRA TRANSIT AUTHORITY
FY 2017/18 OPERATING & CAPITAL BUDGET

REVENUE		FY 17/18
4061	LOCAL TRANSPORTATION TAX	1,240,646
4065	STATE TRANSIT ASST	321,084
4066	PTMISEA	297,000
4301	INTEREST FROM TREASURY	20,000
4495	STATE GRANTS - CAPITAL	276,680
4498	STATE GRANTS	26,189
4499	STATE OTHER	0
4555	FEDERAL GRANTS	531,023
4557	FEDERAL GRANTS CAPITAL	163,700
4599	OTHER AGENCIES	877,235
4819	SERVICES & FEES	1,959,334
4959	MISCELLANEOUS REVENUE	5,000
4998	OPERATING TRANSFER IN	
TOTAL REVENUES		5,717,892

EXPENSES		FY 17/18
5001	SALARIED EMPLOYEES	1,465,570
5003	OVERTIME	68,764
5005	HOLIDAY OVERTIME	128,558
5012	PART TIME EMPLOYEES	297,782
5021	RETIREMENT & SOCIAL SECURITY	46,576
5022	PERS RETIREMENT	230,275
5031	MEDICAL INSURANCE	289,722
5043	OTHER BENEFITS	38,977
5045	COMPENSATED ABSENCE EXPENSE	143,602
5047	EMPLOYEE INCENTIVES	3,550
5111	CLOTHING	4,600
5152	WORKERS COMPENSATION	123,058
5154	UNEMPLOYMENT INSURANCE	45,000
5158	INSURANCE PREMIUM	181,562
5171	MAINTENANCE OF EQUIPMENT	531,380
5173	MAINTENANCE OF EQUIPMENT-MATER	18,500
5191	MAINTENANCE OF STRUCTURES	10,000
5211	MEMBERSHIPS	1,500
5232	OFFICE & OTHER EQUIP < \$5,000	13,000
5238	OFFICE SUPPLIES	7,600
5253	ACCOUNTING & AUDITING SERVICE	43,000
5260	HEALTH - EMPLOYEE PHYSICALS	6,200
5263	ADVERTISING	51,200
5265	PROFESSIONAL & SPECIAL SERVICE	72,360
5291	OFFICE, SPACE & SITE RENTAL	182,550
5311	GENERAL OPERATING EXPENSE	50,330
5331	TRAVEL EXPENSE	2,500
5332	MILEAGE REIMBURSEMENT	21,020
5351	UTILITIES	54,000
5352	FUEL & OIL	617,016
5640	STRUCTURES & IMPROVEMENTS	120,000
5650	EQUIPMENT	79,680
5655	VEHICLES	549,500
5799	CAPITAL REPLACEMENT	175,030
	CONTINGENCIES	34,000
TOTAL EXPENDITURES		5,707,962

Deliverables

At the conclusion of the assessment, the consultant shall provide a summary of findings that effectively summarizes and communicates the information reviewed and will:

- Identify best practices and performance measures that should be adopted.
- Provide recommendations for streamlining procedures and processes for current and required functions.
- Identify staffing requirements, both current and future.
- Provide recommendations for enhancement of current job descriptions
- Provide recommended compensation ranges for administrative and supervisory positions
- Identify the cost impact of the report's recommendations.

A draft report with an executive summary shall be issued to the ESTA Executive Director and Board of Directors. The document shall include the summary of findings and recommendations as identified in the Scope of Services. The report should provide sufficient information for policy decisions regarding operational and service options. Four (4) copies of the report will be required along with an electronic copy. Any other documentation prepared by the consultant shall be provided to ESTA in electronic format.

Assumptions

ESTA expects that a successful consultant shall be awarded a Professional Services Agreement. At the discretion of ESTA, deliverables shall be provided to ESTA in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to plans, maps, analyses and specifications, and any necessary technical data.

ESTA's Executive Director, or his designee, will be the main point of contact to facilitate the various services requested.

ESTA will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The consultant shall be chosen on the basis of the firm's demonstrated competence, abilities, overall professional qualifications, cost competitiveness, and time to perform.

Submittal Format

The consultant shall submit four (4) bound copies and one electronic copy (pdf) of the proposal. Faxed and emailed submittals will not be accepted. The following information shall be included:

- Cover Letter – This letter should briefly describe the individual or firm's name, address and phone number of the person authorized to negotiate agreement terms and make binding agreements.
- Background – Provide history of the individual or firm's experience which specifically addresses the individual or firm's experience at producing an organizational assessment.
- References – The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.
- Consultants shall submit an acknowledgement that, if selected, they will enter into the attached agreement and future Service Requests without prejudice.
- Sample Plans – A maximum of three samples of prior work completed by Consultant similar to the project requested by this RFP may be included as representative samples of the Consultant's past work.
- Management and Staff – The proposal shall include an organizational chart and describe the organizational structure that is proposed to handle ESTA requests. Include resumes of all key personnel describing their qualifications, education, and professional licensing.
- Response Time – The proposal shall include a description of the individual or firm's resources that allow for a timely delivery of services.
- Work Plan and Schedule – Consultant shall provide a work plan identifying the major tasks and subtasks anticipated by the Consultant associated with the completion of the guidance package.
- Schedule of Fees – Submit a Schedule of Fees and a not-to-exceed amount in a **separately sealed envelope included in the submittal package**. Provide the hourly rates of individual or firm's staff. This information will not be used as the sole determining factor for the contract award. The schedule of fees shall include a task list with a breakdown of the anticipated fee per task.
- Pricing – Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses, including anticipated travel expenses. ESTA shall use this figure as a basis for a negotiated agreement resulting from this RFP. In order for ESTA

to evaluate the proposed cost, proposers must include for each element of the Work Plan, the staff, hours, hourly rates and total cost. Include any details for non-personnel costs as an additional cost section. ESTA reserves the right to negotiate costs and scope of services based on provider proposals; however, proposers are required to encompass the entire scope of services under this RFP in their price.

The Cost Proposal should be marked "confidential" and sealed in a separate envelope marked "Cost Proposal."

Note: Cost Proposal must include any sales tax imposed by the State of California.

- Signature – All proposals must be signed by the proposer's authorized official. The proposal must also provide name, title, address and telephone numbers for: 1) the individual with authority to negotiate and contractually bind the proposer and 2) for those who may be contacted for the purpose of clarifying the information provided therein.

Proposal Submission

Complete proposals must be submitted in sealed envelopes and received by ESTA no later than 5:00 p.m. on September 25, 2017. Late, faxed or emailed proposals will not be accepted. All proposals and documents submitted become the property of ESTA. Information considered proprietary shall be identified as such in the proposal.

Proposal shall be submitted by mail or in person to the following address:

**Eastern Sierra Transit Authority
703-B Airport Road
Bishop, CA 93515
Attn: John Helm, Executive Director**

RE: Organizational Assessment

Selection Schedule

ESTA intends to follow, but will not be bound by, the following selection timeline:

Advertisement of RFP	September 4, 2017
Deadline for Proposal Submittal	September 25, 2017
Interviews, if necessary	October 11-12, 2017
Contract Award (no later than)	October 20, 2017

Questions about the RFP

All inquiries and questions regarding this RFP shall be emailed to John Helm, ESTA Executive Director at jhelm@estransit.com.

Insurance Requirements

Before ESTA executes a contract for services, the consultant shall provide a certificate of insurance evidencing the following:

- General liability insurance of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate.
- Automobile liability insurance coverage of at least \$1,000,000 combined single limit per accident.
- Professional Liability (errors and omissions) insurance providing a minimum coverage of \$1,000,000 per claim and in the aggregate.
- Workers' Compensation Coverage and Employer's Liability Insurance (statutory).
- Each liability insurance certificate shall state that coverage afforded therein is primary and shall bear endorsements that provide ESTA be given at least 30 days written notice before any material change or cancellation of such policy, for any reason.

Proposal Selection/Evaluation

Proposals will be reviewed by a committee and evaluated to determine which proposals best meet the criteria of the RFP. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness, and time to perform.

ESTA reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposal submitted.
3. Select a proposal which it deems most qualified based on the following factors:
 - a. Experience of the consultant and staff selected to provide the specified services;
 - b. Record of the consultant in accomplishing work within a required time, and within an established budget;

- c. Record of the consultant's responsiveness to client requests;
- d. Ability to work with ESTA staff;
- e. Financial responsibility (years in business, number of projects completed, annual volume of work in dollars, etc.);
- f. Extent of consultant organization;
- g. Present permanent staff availability;
- h. References.
- i. Proposed cost

All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on lowest cost proposal submitted. Total cost will be taken into consideration, but the consultant's capabilities, competence and capacities will be considered as well, including:

- a. Experience and expertise in regard to the operations, structure, staffing, procedures and other issues critical to the effective operation of transit and/or government services;
- b. A proven track record of analyzing the operations of government departments and making recommendations that result in improvement;
- c. Demonstrated practical knowledge and expertise in regard to "best practices" related to transit and/or government operations;
- d. Knowledge of federal and state laws and regulations governing transit operations; and
- e. Abilities and experience with applying analytical and quantitative tools and models needed to undertake the work required under this RFP.

ESTA reserves the right to choose the overall best consultant according to ESTA's criteria. ESTA, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. ESTA's decisions will be final. ESTA reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

The above factors, along with other factors that ESTA may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award.

The most qualified and responsive proposer will be selected for contract negotiations. The consultant's proposed lead customer contact or account representative for this engagement will be required to be the lead representative for the contract negotiations, and to be present at an interview (if necessary) and report presentation. If agreement cannot be reached with the first choice proposer, the second choice proposer (and then third and so on) will be contacted with the first choice proposer (or other proposers, in order) dismissed from further consideration on this project. A contract award may be made to the responsible

proposer whose proposal will be best for ESTA considering evaluation factors outlined above. All proposers participating in the process shall be notified in writing of the successful award.

Special Conditions

A. Contract and Insurance Requirements. The selected proposer shall be required to enter into an ESTA-prepared Professional Services Agreement approved by ESTA's Attorney. Proposers shall be prepared to accept the terms and conditions of ESTA's Standard Professional Services Agreement including all insurance requirements. The successful consultant's bid and the terms and conditions stated in this RFP will be made part of the contract between the Eastern Sierra Transit Authority and the consultant. This RFP outlines the specifications and requirements, but not necessarily all of the terms and conditions that will be incorporated into the final agreement between the Eastern Sierra Transit Authority and the successful proposer. The contract document will represent the entire agreement between the proposer and ESTA and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. ESTA shall assume no liability for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved. The contract may be amended only by means of a written instrument signed by ESTA and the proposer.

B. Reservations. This RFP does not commit ESTA to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the consultant responding to this RFP, or parties they represent, for obtaining any of the information solicited.

C. Public Records. All proposals submitted in response to this RFP become the property of ESTA. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

D. Right to Cancel and Amend. ESTA reserves the right to amend or cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If ESTA cancels or revises the RFP, all consultants will be notified in writing.

E. Proposer's Questions. ESTA will not give verbal answers to inquiries regarding information in this RFP nor verbal instructions prior to the submission deadline.

F. Additional Information. ESTA reserves the right to request additional

information and/or clarification from any or all consultants.

G. Conflict of Interest. Consultant covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by ESTA. Consultant further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Consultant certifies that to the best of consultant's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of ESTA.

H. Release of Public Information. Consultants who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by ESTA must receive prior written approval from ESTA before disclosing such information to the public.

I. Non-Assignment. If a contract is awarded, the selected consultant shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of ESTA which shall not be unreasonably withheld.

J. Equal Employment Opportunity Compliance. The selected consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The consultant shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.

K. Right to Audit. The selected consultant shall maintain such financial records and other records as may be prescribed by ESTA or by applicable federal and state laws, rules, and regulations. The selected consultant shall retain these records for a period of three years after final payment, or until they are audited by ESTA, whichever event occurs first. These records shall be made available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by ESTA or its designees.

L. Valid Period. The proposer agrees that the proposal will remain valid for a period of 180 days after the closing date for the submission and that this period may be extended beyond that time by mutual agreement.

M. Proposal Costs. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

Selection Interviews

ESTA reserves the right to hold selection interviews with any consultant submitting a proposal under this RFP. These interviews will be held solely at the discretion of ESTA and after the proposal scoring process. The intent of ESTA is to hold interviews only with top- scoring consultants based on the proposal selection process. The interviews would be attended by representatives of ESTA, as well as the consultant in responsible charge of any project under this agreement. The selection interview will be used to gain further insight into the consultant capabilities for the purpose of making a selection recommendation.

Anticipated Schedule of Award

ESTA anticipates that a decision for award of a contract for the Organizational Assessment project will be finalized by October 20, 2017.

**AGREEMENT BETWEEN THE EASTERN SIERRA TRANSIT AUTHORITY
AND _____
FOR THE PROVISION OF _____ SERVICES**

INTRODUCTION

WHEREAS, the Eastern Sierra Transit Authority (hereinafter referred to as "ESTA") has the need for the need for the _____ services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to ESTA, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at ESTA's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and ESTA laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. ESTA shall pay to Contractor the sum total of _____ Dollars and _____ cents (\$_____) for performance of all of the services and completion of all of the work described in Attachment **A**.

B. Travel and Per Diem. It is expected that normal travel and per-diem expenses are to be included in the lump sum, single price proposed for the project, and will not be reimbursed separately. Extraordinary travel and per diem expenses which are in addition to those expenses included in the lump sum fee, and which are pre-approved by ESTA shall be reimbursed to Contractor Contractor shall request approval by ESTA prior to incurring any extraordinary travel or per diem expenses. Requests by Contractor for approval to incur extraordinary travel and per diem expenses shall be submitted to _____, whose title is: _____. Extraordinary travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **B**). ESTA reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment **B**, or which are incurred by the Contractor without the prior approval of ESTA.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from ESTA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by ESTA to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed _____ Dollars (hereinafter referred to as "contract limit"). ESTA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to ESTA, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Contractor's statement to ESTA will also include an itemization of any travel or per diem expenses which have been approved in advance by ESTA, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with ESTA's accounting procedures and rules. Upon receipt of the statement by the fifth (5th) day of the month, ESTA shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, ESTA will not withhold any federal or state income taxes or social security from any payments made by ESTA to Contractor under the terms and conditions of this Agreement. To facilitate this reporting, Contractor shall complete and submit to ESTA an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment C, upon executing this Agreement.

(2) ESTA will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, ESTA has no obligation to withhold any taxes or payments from sums paid by ESTA to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. ESTA has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by ESTA to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to ESTA an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with ESTA to ensure that all services and work requested by ESTA under this Agreement will be performed within the time frame set forth by ESTA.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, ESTA, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required.

Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to ESTA. Contractor will provide ESTA, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and ESTA as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, ESTA reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. ESTA is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. ESTA PROPERTY.

A. Personal Property of ESTA. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by ESTA pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of ESTA. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of ESTA. At the termination of the Agreement, Contractor will convey possession and title to all such properties to ESTA.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. ESTA of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of ESTA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of ESTA. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in ESTA. No agent, officer, or employee of ESTA is to be considered an employee of Contractor. It is understood by both Contractor and ESTA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to ESTA only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to ESTA's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of ESTA.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless ESTA, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold ESTA, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold ESTA, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, ESTA shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of ESTA, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of ESTA shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which ESTA determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, ESTA

has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. ESTA has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of ESTA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of ESTA.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by ESTA in a timely manner, or fails in any way as required to conduct the work and services as required by ESTA, ESTA may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, ESTA will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and ESTA laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of ESTA. Any disclosure of confidential information by Contractor without ESTA's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from ESTA in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with ESTA, or who has been an adverse party in litigation with ESTA, and concerning such, Contractor by virtue of this Agreement has gained access to ESTA's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or ESTA statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of ESTA to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, ESTA has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or ESTA shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

ESTA

_____ Title
Street
City and State

Contractor:

_____ Name
Street
City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN ESTA
AND _____
FOR THE PROVISION OF _____ SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF _____, _____.

ESTA _____

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

ESTA Counsel

APPROVED AS TO ACCOUNTING FORM:

ESTA Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

ESTA Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN ESTA OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN ESTA OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT C

AGREEMENT BETWEEN ESTA OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS