
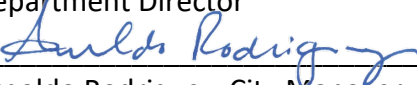


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: August 21, 2019

Agenda Number: B-5

SUBJECT: Consideration of a Resolution Approving an Agreement with Tully & Young Inc. (TYI) in the Amount of \$15,000 for Consulting Services and Authorize Optional Services up to \$1,500 for the Groundwater Sustainability Agency (GSA) and Groundwater Sustainability Plan (GSP) Activities and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution approving an agreement with TYI for various GSA and GSP activities and Authorizing the Mayor to execute the Agreement

SUMMARY:

This Agreement with TYI is for consulting services in support of various GSA and GSP activities. The total amount of the agreement is \$16,500 including \$1,500 for additional unanticipated services. Services provided include assisting the City of Madera (City) with presentations and staff reports to City Council (Council) and other entities as may be considered necessary in support of the City's participation in the GSP, representations of the GSP in various written materials, and providing support as may be requested by staff or Council.

DISCUSSION:

As the City's participation in the GSP process has progressed toward completion of the draft GSP now available for comment, it has become evident that it is in the City's interest to seek assistance from a firm that has expertise in the technical and historical aspects of setting up the GSP. TYI, through its services to the County of Madera as their technical expert has exhibited the qualities, skills and experience currently desired by the City.

The general scope of work for TYI includes preparing and presenting information to the Council at public meetings, phone participation, email and in-person communications as deemed necessary for the purpose of advancing the needs and goals of the City as they relate to the GSA and GSP.

At the time staff determined there was a need to engage a consultant to provide services and skills that staff did not possess, it was also recognized that identifying and selecting a consultant through a process that included a Request for Proposal (RFP) to three or more firms would likely result in securing that consultant at a time which would be too late to assist in immediate needs. As such, TYI is being engaged based on its specific experience of the GSP effort that no other firms other than those directly associated with the GSP would possess. This decision is supported by the City's purchasing policy.

Staff's decision to present TYI for this agreement also considered the potential for conflicts of interest. Staff's current opinion is that under the tasks currently proposed there would be no conflicts. Should possible conflicts be identified, staff will work toward measures or alternatives that remove such possible conflicts.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund as staff is proposing the use of funds that are programmed in the Water Utility Fund, 2030380 under Capital Improvement Program Project W-STDY-1. W-STDY-1 (Water Feasibility & New Water Supply) is considered appropriate for funding this as the GSP is directly related to ensuring future water supplies not just for the City but the entire Madera Subbasin.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 434 is directly related: "Ensure continued water supplies to meet the demands of all Madeirans through innovative reclamation, conservation and education on water-use."

ALTERNATIVES:

City Council may elect to not approve the agreement. Such a decision would require the City to undergo either Semi- Formal or Formal process to hire a consultant delaying the activities of the GSA for the GSP or continue with current staffing.

ATTACHMENTS:

1. Resolution

Attachment 1

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH TULLY & YOUNG INC. IN THE AMOUNT OF \$15,000 FOR CONSULTING SERVICES AND AUTHORIZE OPTIONAL SERVICES UP TO \$1,500 FOR THE GROUNDWATER SUSTAINABILITY AGENCY AND GROUNDWATER SUSTAINABILITY PLAN ACTIVITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, Tully & Young Inc. was selected based on their experience and knowledge of the Groundwater Sustainability Agency (GSA) and Groundwater Sustainability Plan activities; and

WHEREAS, Tully & Young Inc. has the professional skills to perform the necessary services and City desires to hire Tully & Young Inc.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The Agreement with Tully & Young Inc. for Professional Consulting Services in an amount not to exceed \$15,000, plus \$1,500 for Extra Services as approved by the City Engineer for the various activities done by the Groundwater Sustainability Agency for the Groundwater Sustainability Plan, a copy of which is attached hereto as Exhibit 1, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately.

* * * * *

Exhibit 1
Agreement

**AGREEMENT WITH TULLY & YOUNG COMPREHENSIVE WATER
PLANNING FOR PROFESSIONAL CONSULTING SERVICES FOR
VARIOUS GROUNDWATER SUSTAINABILITY AGENCY AND
GROUNDWATER SUSTAINABILITY PLAN ACTIVITIES**

This Agreement made and entered into this 21st day of August 2019, between the City of Madera, a municipal corporation of the State of California, hereinafter called “**CITY**”, and Tully & Young Inc., dba Tully & Young, located in Sacramento, CA, hereinafter called “**CONSULTANT**”.

WITNESSETH

WHEREAS, CITY is participating in the joint effort with three other Groundwater Sustainability Agencies (GSA) to create a Groundwater Sustainability Plan (GSP), hereinafter called “Project”; and

WHEREAS, CITY needs the services of a professional consulting firm to provide professional consulting services for the Project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional consulting services and is knowledgeable of the principals and practices of the industry associated with groundwater sustainability; and

WHEREAS, CITY desires to hire CONSULTANT for such professional consulting services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, “Proposal”, attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Proposal, EXHIBIT A.

4. CITY'S OBLIGATIONS

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION

The basic fee for the work tasks itemized in EXHIBIT A, "Proposal" is \$15,000.

CITY and CONSULTANT agree on the rates shown in EXHIBIT A and agree that they will remain in effect until the date of expiration of agreement indicated in Section 11. It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall

be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Proposal or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of one thousand, five hundred dollars (\$1,500).

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

Without limiting CONSULTANT'S indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the CITY.

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

- \$1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. CONSULTANT shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, its officers, agents, employees, and volunteers.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in CONSULTANT'S proposal.

Maintenance of Coverage

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

CONSULTANT shall provide to the CITY certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the CITY prior to commencement of performance. Current evidence of insurance shall be kept on file with the CITY at all times during the term of this Agreement. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow CONSULTANT, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against the CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non-estoppel)

CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Consultant of non-compliance with any requirement imposes no additional obligations on the CITY, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CONSULTANT maintains higher limits than the minimums required above, the CITY shall be entitled to coverage at the higher limits maintained by CONSULTANT.

Notice of Cancellation

CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to the CITY with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the CITY. The CITY reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the CITY'S Risk Manager.

Timely Notice of Claims

CONSULTANT shall give the CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT'S performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT A:

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on June 30th, 2020, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to

CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency 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 Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, 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 Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the

parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. CONSULTANT 'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

Engineering Division
205 W. 4th Street
Madera, CA 93637

CONSULTANT

Tully & Young, Inc.
dba Tully & Young
965 University Avenue Suite 222, Sacramento,
CA 95825

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA

CONSULTING FIRM

By: _____
Andrew J. Medellin, Mayor

By: _____
Greg Young, P.E.
Principal

770645049
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, Interim City Attorney

ATTEST:

By: _____
Claudia Mendoza, Interim City Clerk

Attachment 1

Exhibit A
Proposal/Letter Agreement



965 University Avenue, Suite 222
Sacramento, California 95825
(916) 669-9357

July 8, 2019

Mr. Keith Helmuth, City Engineer
City of Madera
Engineering Department
205 West 4th Street, Madera, CA 93637

Re: GSA/GSP Support Services

Dear Mr. Helmuth,

Based upon our recent discussion, Tully & Young has prepared this scope of services to provide consulting services to the City of Madera (City) to assist the City with various Groundwater Sustainability Agency (GSA) and Groundwater Sustainability Plan (GSP) activities. Our efforts will focus on assisting you with presentations to the City Council and others, representations of the GSP in various written materials (e.g. staff reports, memos, etc.), and providing other support as requested.

We note, however, that as the technical advisory to Madera County, there may be some requested activities that could potentially create a conflict, should the County and City have differing opinions. When actual or perceived conflicts may arise, we agree to work with you and the County to clarify and resolve any concerns, though that could include not being able to support the City on some requested tasks.

Working at the direction of the City, Tully & Young anticipates providing the following:

- Preparing and presenting information to the City Council at public meetings, including assisting with messaging, answering questions, and basic support for presentations made by Mr. Helmuth. This will include travel to Madera from Sacramento. Where possible, travel to Madera will be coordinate with other planned County meetings to reduce costs.
- Participate in phone, email and in-person communications as necessary to provide necessary support.

Under your direction, the activities described above will be completed based on time and materials expended, and are expected not to exceed \$15,000 during 2019. However, we recognize that the activities described above are dynamic in nature and may require additional budget. Periodic assessment of the budget and the extent of near-term activities will be

Mr. Helmuth
RE: GSA/GSP Support Services
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undertaken to assure the City's needs are appropriately addressed. Adjustments to the
aforementioned budget will be assessed with the City during such reviews.

The following rates will apply:

<u>Billing Rates</u>	
Principal	\$225/hour
Senior Resource Planner	\$175/hour
Resource Planner	\$155/hour
Administrative	\$75/hour
Mileage	\$0.58/mile (or current IRS rate)
Other Reimbursable Expenses	Actual Cost

If you have any questions or would like to discuss refinements to this proposal, please let me
know. We look forward to hearing from you.

Sincerely,



Greg Young, P.E.
Principal

Please sign below and return a copy of the signed letter Tully & Young, Inc. to initiate this
effort.

City of Madera

Signature

Date

Name/Title