

MEMORANDUM OF AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

WHEREAS, the City of Waco ("City") wishes to engage the services of Vickery & Sadlier, LLC ("Consultant") on certain matters under the jurisdiction of the Texas Commission on Environmental Quality ("TCEQ"),

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein, the parties hereto agree as follows:

Scope of Services

Acting as an independent contractor, Consultant shall engage the TCEQ regarding a revision to the Certificate of Completion that was issued to the City for the site known as Peach Street Property through the Voluntary Cleanup Program (VCP No. 2345).

Additionally, the Consultant shall as requested by the City review materials related to other matters pending at the TCEQ and may as authorized by the City engage the TCEQ regarding issues of policy, historical practice, and/or regulatory interpretation.

Time Period

The term of this Agreement is April 1, 2015 until March 31, 2016.

Consideration & Payment

Compensation shall be payable in 12 monthly installments of \$2,500.00 per month. City agrees to pay Consultant by the tenth (10th) day of each month

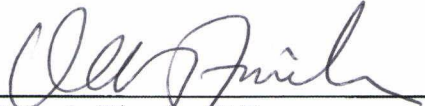
Indemnification

Consultant agrees to assume full responsibility and liability for the services rendered under this Agreement, and hereby agrees to indemnify, protect, and hold harmless the City, its elected officials, employees, agents, and servants, of and from all claims, demands, and causes of actions of every kind and character, including the cost of defense thereof, for any liability caused by or alleged to be caused, arising out of, or alleged to arise out of, either directly or indirectly or in connection with the services to be rendered hereunder, caused by the sole negligence of Consultant, its employees, agents, or servants. City agrees that it will not seek indemnification from

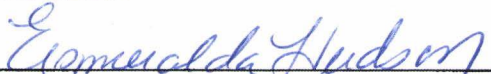
Consultant for any liability caused by or resulting from the sole or concurrent negligence of the City or its elected officials, employees, or agents and which results in personal injury or death, property damage, or any other expenses arising from such personal injury, death, or property damage.



CITY OF WACO, TEXAS

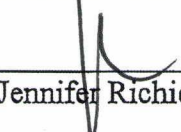
By: 
Dale A. Fisseler, P.E.
City Manager

ATTEST:

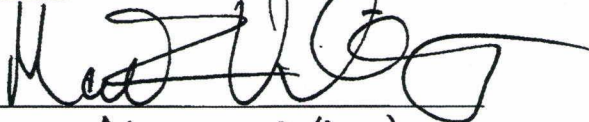

Esmeralda Hudson, City Secretary

Date Signed: 4-30-15

APPROVED AS TO FORM AND LEGALITY:


Jennifer Richie, City Attorney

VICKERY & SADLIER, LLC
Consultant

By: 
Print Name Mark Vickery
Print Title Member

Date Signed: 4-6-2015