

**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 (10<sup>th</sup>) 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:**

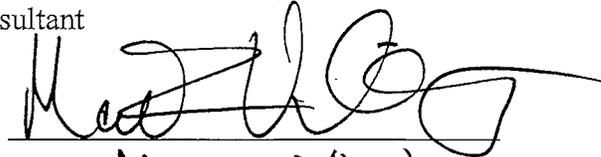
\_\_\_\_\_  
Esmeralda Hudson, City Secretary

Date Signed: \_\_\_\_\_

**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

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE USE ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1. Name of person / company / agent for person or company doing business with local governmental entity.**

RFB / RFP / Contract #

*Mark Vickery / Vickery & Sadler LLC*

2.  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3. Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of person doing business with governmental entity

*4-6-2015*  
\_\_\_\_\_  
Date Signed