

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”), U.S. Environmental Protection Agency (“EPA”), and/or the Texas Water Development Board (“TWDB”),

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, EPA, and TWDB regarding matters described in the Scope of Work (dated September 21, 2016), which is attached hereto and incorporated herein for all purposes.

Time Period

The term of this Agreement is October 1, 2016 until September 30, 2017, with options to renew for two additional one-year periods.

Consideration & Payment

Compensation shall be payable in 12 monthly installments. Base compensation will be \$3,000.00 per month. If additional qualified contractors are engaged, in accordance with the Scope of Work, then fees for these contractors will be added to the monthly payment. Including the base compensation and any additional qualified contractors brought in to perform work, the total compensation under this Scope of Work is an amount not to exceed \$60,000.00.

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 (including the services rendered by any contractor that the Consultant engages under the Scope of Work at Attachment A), 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, servants, and any contractor that Consultant engages under the Scope of Work at Attachment A. 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.

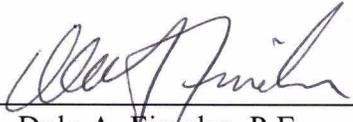
Warranty

Consultant warrants the services will be performed in a workmanlike manner and in conformity with generally prevailing industry standards.

Termination

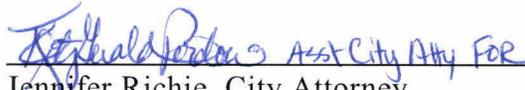
If a party defaults by failing to substantially perform any provision, term or condition of their Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate this Agreement by providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The party in default shall have fourteen (14) calendar days from the effective date of such notice to cure the default(s). Unless waived by the party providing the notice, the failure to cure the default(s) within such time period shall result in the automatic termination of the Agreement

CITY OF WACO, TEXAS

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

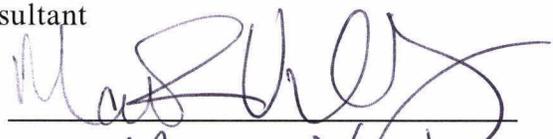
Date Signed: 10-27-16

APPROVED AS TO FORM AND LEGALITY:


Jennifer Richie, City Attorney

VICKERY & SADLIER, LLC

Consultant

By: 
Print Name Mark Vickery
Print Title Member

Date Signed: 10-19-2016

SCOPE OF WORK

Dated September 21, 2016

Acting as an independent contractor, Vickery and Sadlier, LLC shall engage the Texas Commission on Environmental Quality (TCEQ), U.S. Environmental Protection Agency (EPA) and the Texas Water Development Board regarding regulatory matters including but not limited to enforcement activities, permitting actions and rulemaking projects. All duties and services performed by Vickery and Sadlier, LLC shall be overseen and directed by City of Waco designated representatives.

At the request of the City of Waco, Vickery and Sadlier, LLC shall prepare opinions and participate in presentations as necessary.

With approval by City of Waco representatives, Vickery and Sadlier, LLC may engage other qualified contractors to support activities covered in this scope of work.

Rate Schedule

A monthly fee of \$3,000 will be billed by Vickery and Sadlier, LLC.

2016-687

10-18-16

FORM 1295

1 of 1

CERTIFICATE OF INTERESTED PARTIES

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-127902

Date Filed:
10/24/2016

Date Acknowledged:
10-26-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vickery and Sadlier, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Waco

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

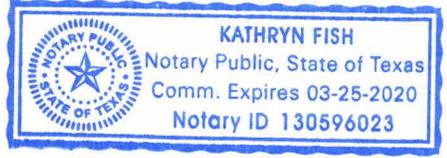
Res 2016-687
Environmental consulting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sadlier, John	Austin, TX United States	X	
	Vickery, Mark	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MARK Vickery, this the 25th day of October ~~2016~~ 16, to certify which, witness my hand and seal of office.

[Signature] Kathryn Fish Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath