

19-CA-072
K19-317

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, which is attached hereto and incorporated herein for all purposes.

Time Period

The term of this Agreement is for a one-year period, beginning October 1, 2019 and ending September 30, 2020.

Consideration & Payment

Compensation shall be payable in 12 monthly installments. Base compensation will be \$3,250.00 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 \$45,000.00.

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

SCANNED

09-30-2023

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: Wiley Stem III
Wiley Stem III
City Manager

Date Signed: 9/11/19

APPROVED AS TO FORM AND LEGALITY:

Megan Rachel, Asst City Atty. for
Jennifer Richie, City Attorney

VICKERY & SADLIER, LLC
Consultant

By: John Sadlier
Print Name John Sadlier

Print Title Member

Date Signed: 8/28/19

Exhibit A
To
Memorandum of Agreement Between the City of Waco, Texas and Vickery & Sadler LLC
for Consulting Services

SCOPE OF WORK AND RATES

Scope of Work

Acting as an independent contractor, Vickery & Sadler LLC ("the Consultant") shall engage the Texas Commission on Environmental Quality and the U.S. Environmental Protection Agency ("the agencies") regarding regulatory investigations performed by the agencies, and any pending enforcement and permitting matters. The Consultant shall be acting as an independent contractor and all services performed by the Consultant shall be overseen and directed by the City of Waco's ("the City") designated representatives.

Regarding enforcement and permitting matters, the Consultant shall, as requested by the City:

Review investigation findings and engage the agencies regarding issues of regulatory and statutory interpretation;

Review documents and data prepared by the City prior to submittal to state and/or federal regulatory agencies;

Assist the City in its efforts to ensure that requirements contained within its prevailing permits and other authorizations issued by the agencies are equitable and consistent with permits held by other municipalities;

Prepare opinions and participate in presentations as necessary;

In addition, the Consultant shall assist the City regarding any environmentally-related matter deemed appropriate and monitor proposed legislation and rulemaking by the state legislature and regulatory agency on matters which may impact the City.

Rate Schedule -

The Consultant's rate for services provided above is \$3,250/month.