



Town of Highland Park Water & Sewer Rate Study RFP

The Town of Highland Park is seeking Proposals from consulting companies capable of conducting studies of water and sewer rates and related rate structures. Companies responding to this RFP must be able to:

1. Evaluate & recommend rates for residential and commercial domestic, irrigation and fire water services, tap installation, meter cost, meter installation cost, rates for residential and commercial sewer service and taps, and establishment of sewer rates (currently no winter averaging). Actual cost per gallon shall be determined. Financial projections will be for a ten-year time horizon. Rates shall be compatible with the Tyler Technologies' Incode Version IX billing system.
2. Provide the Town with the rate model for the Water and Wastewater Utilities in an agreed upon electronic format. Provide training for ad-hoc updates.
3. Complete the following deliverables
 - a. Council Presentation(s) (as required)
 - i. Prepare and present power point presentation to Town Council.
 - ii. Presentation shall provide implementation timeline.
 - b. Water and Sewer Cost of Service and Rate Study
 - c. Water and Sewer Utility Rate Model

The Town of Highland Park has an approximate population of 9,500 and owns and operates its water and sewer system. The water and sewer system is accounted for in an enterprise fund separate from the Town's general fund. There are approximately 5,500 meters, which includes 3,070 single-family residential meters and 2,300 irrigation meters. There are no wholesale water customers at this time.

INQUIRIES

Questions regarding this RFP must be submitted by emailing to kkurtin@hptx.org. Questions and answers that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all persons receiving an RFP. Any inquiries relating to this RFP must be sent in via e-mail as directed above with contact information and received no later than **12:00 PM local time, Monday, February 22, 2021**.

RESPONSE DATE

To be considered, Proposals must arrive at the Finance Department, 4700 Drexel Drive, Highland Park, Texas 75205 no later than **3:00 PM Central Daylight Time (CDT), Tuesday, March 2, 2021**. Service providers mailing Proposals should allow time for normal mail delivery to ensure timely receipt of their Proposal.

SCOPE OF SERVICES

It is the intent of this RFP process to identify and engage the most qualified consulting firm to assist the Town in achieving sustainable water and sewer rate structures that: adequately fund operations, and capital improvements; (the Town carries no debt and has not planned

any future debt issuances); and ensure that each service is operating on a self-sustaining basis. Expected time to project completion is 90-120 days from the date of contract approval. It is expected that a proposed rate structure will be developed to be included in the July 31, 2021 Proposed Budget submission to the Town Council. Finalizing the report and presenting to the Town Council can occur after July 31, 2021; however, the consultant's field work, analysis and recommended rate structures should be completed by July 31.

The Town has identified several key requirements that are important components of a cost of service and rate study. The successful proposer will be required to provide, at a minimum, the services below:

- a. Meet with appropriate Town staff to familiarize themselves with current practices and procedures, as well as the goals and objectives of the Town.
- b. Review relevant materials, reports, studies, etc. developed by/or for the Town related to rates including historical cost of service studies, ordinances and relevant contracts.
- c. Discuss options to modify existing rate structures for conservation, more stable revenue recovery and ease of administration.
- d. Provide a simplified and straightforward report to communicate and explain the rates to the Town.
- e. Determine the revenue required to support water, and sewer operations, including current and planned capital for the next ten years.
- f. Reevaluate the various rate classes of residential, and commercial customers, their demands for services, and the essential cost of providing service to each class.
- g. Analyze the impact of peak demands on the cost of providing service.
- h. Evaluate the best way to charge for these services and the financial impact that each option has on each class. These impacts should be expressed in terms of average monthly bill by year and calculated on historical consumption patterns.
- i. Provide projected impact that the proposed rate structure will have on future consumption patterns, and the resulting impact on the cost of providing service.
- j. Develop strategies for implementing significant rate changes in order to reduce the adverse impact on specific customer classes.
- k. Provide draft and final reports summarizing findings, assumptions, methodology and recommendations.
- l. Attend Town Council meeting(s) to present study recommendations, as required.
- m. Assist the Town in developing marketing materials to present to the public related to any rate changes proposed.
- n. Final Report

All material and models submitted in response to this RFP becomes the property of the Town. Blanket substitution of the proposer's standard contract terms or conditions for the Town's proposed Professional Services Contract, terms and conditions will not be permitted. The Town's standard professional services contract will be used with no alterations.

The Town of Highland Park requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in

disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 30 pages, including resumes.* All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

A.) EXPERIENCE & PAST PERFORMANCE

1. Number of years providing this service.
2. Name previous projects similar this work. Submit current contact information for each project.
3. Submit the experience of the team that will work with the Town.
4. Identify and describe the proposed Team's experience working with municipalities.
5. Identify and describe the proposed Team's experience working in surrounding areas.

B.) PROJECT APPROACH

1. Provide a detailed work plan for accomplishing the work and services to be provided to the Town. Work plan should include, but not be limited to:
 - a. Detailed personnel assignments;
 - b. Detailed description of major deliverables to be provided;
 - c. Sample timeline for the completion of each major task included in the proposal to the extent practicable;
 - d. Provisions allowing for review and approval by the Town.

C.) QUALITY OF RESPONSE

Completeness of the response to this RFP including submission of all checklist documents.

EVALUATION AND SELECTION PROCESS

All proposals will be screened by an evaluation committee and those proposers selected for a short list may be invited to attend an interview, at the proposer's own expense. Any invitation for an oral presentation will be solely to clarify proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The Town will evaluate all responses based on the qualifications, past performance, project approach, and quality of response. The Town reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The Town's process is as follows:

1. The evaluation committee shall screen and rate all of the responses that are submitted.

Evaluation ratings will be on a 100-point scale and shall be based on the following criteria:

- a. Qualifications and experience of the firm and key personnel to be assigned to work with the Town particularly as it relates to performing similar engagements for governmental entities. **(45 points)**
 - b. Technical ability of the firm to perform the needed services, including an evaluation of the engagement plan and proposed staffing as well as, if applicable, a performance evaluation based on any prior work experience with the firm. **(25 points)**
 - c. Thoroughness of the response as it relates to the Scope of Work requirements and organization of the requested information. **(15 points)**
 - d. Proposed Fee for Services **(15 Points)**
2. Town staff shall enter into contract negotiations with the most qualified Vendor. These negotiations will address the scope such that the Town's objectives are achieved, potentially expanding beyond the scope shown.
 3. When services and fees are agreed upon, the selected Vendor shall be offered a contract.
 4. Should negotiations be unsuccessful, the Town shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
 5. This RFP does not commit the Town to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. The RFP remains the property of the Town. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The Town reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the Town's judgment as to the appropriateness of an award to the best-evaluated proposer.

WAIVER:

WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR PROPOSALS PROCESS OR AWARD OF CONTRACT BY SUBMITTING A PROPOSAL, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE TOWN AND/OR THE TOWN'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL.
2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL OR THE CONTRACT DOCUMENTS.
3. ACCEPTANCE OR REJECTION OF ANY PROPOSAL.
4. AWARD OF CONTRACT.

By submitting a Proposal, the submitter acknowledges that all terms of the proposal documents are understood and consents to the competitive selection process and the possibility of a negative assessment. By submitting a Proposal, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter

and the Town.

The submitter agrees that this is the intentional relinquishment of the above listed presently existing known rights.

WAIVER OF ATTORNEY FEES:

BY SUBMITTING A PROPOSAL, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE TOWN AND/OR ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES, FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL, WAIVER OF ANY REQUIREMENTS UNDER THIS RFP, ACCEPTANCE OR REJECTION OF ANY PROPOSAL, AND AWARD OF THE CONTRACT. BY SUBMITTING A PROPOSAL, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE TOWN OR ANY OF THE TOWN'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED).

The submitter agrees that this is the intentional relinquishment of a presently existing known right.

By execution and submission of a Proposal under this RFP, the submitter hereby represents and warrants to the Town that the submitter has read and understands the RFP and the Proposal is submitted in accordance with this RFP. The submitter acknowledges that all terms within the proposal documents are understood, which include the waiver provisions, and the submitter had the right to consult with counsel regarding all of the above documents.

This section shall not be construed as a Waiver of Sovereign Immunity.

SOVEREIGN IMMUNITY:

The Town is not waiving its right of sovereign immunity. The Town is retaining its immunity from suit. The Town is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

IMPORTANT NOTICE

Conflict of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the Town of Highland Park. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: <http://www.hptx.org/>

Upon completion of the form, sign and submit with bid or mail to:

Town of Highland Park
Attn: Town Secretary 4700
Drexel Drive
Highland Park, Texas 75205

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
Signature of vendor doing business with the governmental entity _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Consultant/Client Engagement Agreement

1. The Parties to this Agreement:

This “Consultant/Client Engagement Agreement” (this “Agreement”) is made as of _____, by and between:

- A. The Town of Highland Park, Texas (the “Town”), a home-rule municipality formed and existing under the laws of the State of Texas with its administrative offices located in its Town Hall at 4700 Drexel Drive, Highland Park, TX 75205; and
- B. The _____ (the “Consultant”), with an office located at _____. On occasion herein below, the Town and the Consultant are referred to collectively as the “Parties.”

2. Recitals:

- A. WHEREAS, the Town desires to retain a Consultant to provide consulting services on the terms and conditions set forth herein;
- B. WHEREAS, the Consultant desires to provide such services and is qualified and capable of doing so; and
- C. WHEREAS, the Town and the Consultant desire to form a client relationship on the terms and conditions set forth herein;
- D. NOW THEREFORE, the Town and the Consultant hereby agree as follows:

3. Retention of the Consultant and Scope of the Engagement:

- A. The Town hereby retains the Consultant to provide consulting services to conduct a study and make recommendations related to the Town’s water and sewer rates and related rate structure as more clearly defined in Attachment A and B;
- B. The fees for this engagement shall be as provided in the Fee Schedule provided in Attachment C; and
- C. The Consultant will manage, control, and oversee the delivery of its services as described in Attachments A and B in a competent, professional, and cost-effective manner.

4. Fees, Expenses, Invoices, Billing, and Payment:

- A. The fees charged for consulting services will be reasonable.
- B. The amount charged by the Consultant for out-of-pocket expenses it incurs in the course of rendering services for the Town will be the amount of the actual cost incurred by the Consultant -- without any mark-up.
- C. The Town will pay invoices issued by the Consultant within 30 days of the date of receipt.

5. Engagement Is Limited to Representation of the Town.

Under this Agreement, the Consultant's only client is the Town. No member of the Town Council, any Town committee, or the Town staff is a client under this Agreement and no privilege exists between any such individual personally and the Consultant. Further, during the duration of this Agreement, the Consultant will not provide any advice or services to any member of the Town Council, any Town committee, or the Town staff.

6. Confidentiality:

- A. The Consultant will not disclose any confidential information of the Town to any other client, even in a situation in which that information might have some bearing on that client's interests. Likewise, the Consultant will not disclose the confidential information of any other client to the Town, even in a situation in which that information might have some bearing on the Town's interests, and the Town agrees that the Consultant is under no obligation to do so.
- B. To the extent allowed by law, Consultant agrees to keep confidential, all reports, findings, conclusions, recommendations, verbal and/or written communications and any pertinent documents, that are connected to or a result of this engagement. This provision of confidentiality shall also apply to any related subsequent engagement.

7. Insurance:

The successful Consultant (Bidder) agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, professional liability, workers' compensation, and employer's liability with at least the minimum limits shown below.

The Consultant shall provide evidence of insurance coverage consistent with this requirement prior to contract award. The Consultant shall furnish the Town with certificates of insurance for each type of insurance described herein, with the Town listed as Certificate Holder and as an additional insured on the Consultant's general liability policy. In the event of bodily injury, property damage, or financial loss caused by Consultant's negligent acts or omissions in connection with Consultant's services performed under this Agreement, the Consultant's Liability insurance shall be primary with respect to any other insurance which may be available to the Town, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Consultant and Consultant's insurance carrier shall give the Town at least thirty (30) days prior written notice. No work shall be performed until the Consultant has furnished to the Town the above referenced certificates of insurance and associated endorsements, in a form suitable to the Town.

Commercial General Liability:	\$1,000,000 per occurrence
Business Automobile Liability	\$250,000 combined single limit – Personal Injury and Property Damage
Workers' Comp	Statutory
Professional Liability:	\$1,000,000 per claim-made
Employer's Liability:	\$500,000 each accident/total disease/employee disease

Certificate of Insurance lists Town of Highland Park, 4700 Drexel Drive, Highland Park, TX 75205 as Certificate Holder.

8. Independent Contractor:

Throughout the term of this Agreement and at all times while performing services under this Agreement, the Consultant will be a wholly independent contractor. Neither the Town nor any of its employees will have any control over the manner, mode, or means by which the Consultant, its agents, or employees render the services required under this Agreement. Further, the Town shall have no voice in the selection, discharge, supervision, or control of Consultant employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

9. Term of this Agreement and Termination:

- A. Unless terminated earlier as permitted immediately below, this Agreement will remain in full force and effect for a period of one year from the above-stated date as of which it is executed. At the conclusion of such period this Agreement will automatically terminate.
- B. Either the Town or the Consultant may terminate this Agreement and the engagement at any time without cause, for any reason, or for no reason; provided however, the Town will remain obligated to pay for the services rendered and expenses incurred by the Consultant on behalf of the Town prior to the termination.

10. Retention and Disposition of Client Files:

- A. When in the course of the representation the Consultant obtains possession of an original, executed document such as a contract, the Consultant will deliver that original to the Town.
- B. In the regular course of business, the Consultant will maintain paper and electronic files relating to the services it renders (the "Client Files"). The Client Files do not include Consultant administrative records, time and expense reports, accounting records or personnel and staffing materials. Upon the conclusion of a particular client-matter, upon the termination of this Agreement, the Consultant will promptly deliver the requested file(s) to the Town. Any charges presented to the Town in connection with the delivery of Client Files will not exceed the actual costs incurred for the delivery.

11. Headings:

The headings that have been used to designate the various sections of this Agreement are solely for convenience in reading and for ease of reference and shall not be construed in any event or manner as interpretive of this Agreement.

12. Governing Law:

The validity, effect, and performance of this Agreement, the obligations and rights of the Parties hereunder, and any dispute, claim, demand, action, cause of action, cross-claim or counterclaim arising under or in any way related to this Agreement shall be determined, interpreted, resolved and governed by reference to the laws of the State of Texas.

13. This Agreement Constitutes a Complete, Entire, Final Agreement:

This Agreement is the complete, entire, final agreement between the Parties and it supersedes all earlier and simultaneous statements and agreements regarding the subject matter, including, without

limitation, any request for proposals, any proposal, any informal understandings, and any prior oral or written statements, representations, or agreements relating to the subject matter hereof.

14. Any Amendments Shall Be in Writing:

This Agreement shall not be amended, altered, revised, modified, terminated or changed except by a further written agreement signed by the Parties and then such shall be effective only in the particular instance and for the specific purpose for which the further written agreement is made.

15. Expression of Agreement and Execution:

Effective as of the date stated in the first paragraph of this Agreement, the Town and the Consultant hereby agree to the promises, terms, and conditions set forth herein and hereby evidence such agreement by causing the execution hereof.

16. **Indemnification**

CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD THE TOWN AND ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, SUITS, CLAIMS, JUDGMENTS, FINES, OR DEMANDS ARISING BY REASON OF INJURY OR DEATH OF ANY PERSON, DAMAGE TO ANY PROPERTY, OR DAMAGE TO INTANGIBLES (DAMAGE TO BUSINESS, DEFAMATION, ETC.), INCLUDING ALL REASONABLE COSTS FOR INVESTIGATION AND DEFENSE THEREOF (INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES, COURT COSTS, AND EXPERT FEES), OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THIS AGREEMENT, WHICH ARE THE RESULT OF CERTAIN ACTS OF CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR ANY PERSON OR ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, THAT ARE CAUSED BY OR RESULT FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT AND/OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CONSULTANT SHALL GIVE TO THE TOWN REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. CONSULTANT SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE TOWN IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

17. **Notices**

All notices and billings shall be in writing and sent to the following addresses:

To TOWN:

Town of Highland Park, Texas
ATTN: Steven Alexander, Director of Administrative
Services & CFO
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205
Phone: 214.559.9403
Fax: 214.559.9348

To CONSULTANT:

Consultant:

ATTN:

Address:

Phone:

Fax:

So agreed:

Town of Highland Park, Texas

Consultant

By: _____
Bill Lindley Date
Town Administrator

By: _____
Authorized Date
Representative

Approved as to form:

Town of Highland Park, Texas

By: _____
Matthew C.G. Boyle
Town Attorney

Attachment A

Town of Highland Park - Request for Proposals

Attachment B

Proposal

Attachment C

Fee Schedule