

A RESOLUTION OF THE CITY OF WILMER, TEXAS

RESOLUTION NO. 15-1217B

A RESOLUTION OF THE CITY OF WILMER, TEXAS, AUTHORIZING THE MAYOR TO SIGN A MARKETING SERVICES AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. (USP) D/B/A SERVICE LINE WARRANTIES OF AMERICA (SLWA) TO LICENSE THE USE OF THE CITY OF WILMER TRADEMARK IN CONJUNCTION WITH ADVERTISEMENT TO THE CITY'S RESIDENTS OF WARRANTY PLANS FOR REPAIR OF WATER, SEWER, AND IN-HOME PLUMBING LINES ON RESIDENTIAL PROPERTY; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, residents of Wilmer are responsible for the maintenance and repair of water, sewer and in-home plumbing service lines that are on their properties and not within the City's right-of-way; and

WHEREAS, water, sewer and in-home plumbing lines, on private property can vary widely in age and condition, resulting in substantial cost to residents when there is a malfunction on residential property; and

WHEREAS, the National League of Cities has introduced USP, d/b/a SLWA, as a resource for warranties for residential owners whose water and sewer lines require repair; and

WHEREAS, this agreement with the National League of Cities Service Line Warranty Program offers homeowners the opportunity for repairing broken or leaking water, sewer, or in-home plumbing lines for a low monthly fee, for a period of three years, renewing on an annual basis thereafter; and

WHEREAS, the City Council finds that such a program would be beneficial to the citizens of Wilmer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS:

SECTION 1. The Mayor is hereby authorized to sign a Marketing License Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

SECTION 2. All resolutions of the City of Wilmer heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all

COPY

resolutions of the City of Wilmer not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. That the recitals to this Resolution are hereby incorporated into the body of this Resolution as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Resolution for all purposes.

SECTION 5. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Wilmer, Texas, this the 17th day of December, 2015.



APPROVED:

Casey Burgess
CASEY BURGESS, MAYOR

ATTEST:

Elizabeth Lopez
ELIZABETH LOPEZ, CITY SECRETARY

APPROVED AS TO FORM:

Michael Halla
MICHAEL HALLA, CITY ATTORNEY

MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF
WILMER, TEXAS, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.
D/B/A SERVICE LINE WARRANTIES OF AMERICA

Attachment A
Res No. R15-1217E

This MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [February 19, 2016] ("Effective Date"), by and between the City of Wilmer, Texas ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products ("Warranty"); and

WHEREAS, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the term and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

- 1. Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
- 2. Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.
- 3. Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete

any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring, Fall and Winter campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

4. Indemnification. SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Mayor Casey Burgess
City of Wilmer
128 N Dallas Ave
Wilmer, TX 75172-1144
Phone: 972-441-3222

To: SLWA:
ATTN: Vice President, Business Development
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (724) 749-1003

6. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

7. **Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.

8. **Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

9. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Texas. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

10. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF WILMER AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

CITY OF WILMER

By: Casey B. [Signature]

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

By: [Signature]
Brad H. Carmichael, Vice President

By: [Signature]
Alan Crittenden, Vice President

Exhibit A
NLC Service Line Warranty Program
City of Wilmer, TX
Term Sheet
November 19, 2015
(Term Sheet valid for 90 days)

- I. Term of agreement
 - a. Initial term
 - i. Three years guaranteed (total of 9 campaigns)
- II. License Provisions
 - a. City logo on letterhead, advertising, billing, and marketing materials
 - b. Signature by City official
- III. Products offered
 - a. External sewer line warranty
 - b. External water line warranty
 - c. In-home plumbing warranty
- IV. Scope of Coverage
 - a. External sewer line warranty
 - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
 - b. External water line warranty
 - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
 - c. In-home plumbing warranty
 - i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.
- V. Marketing Campaigns – three seasonal campaigns per year (Spring, Fall, and Winter)
 - a. 2016 Spring - Sewer
 - b. 2016 Fall - Water
 - c. 2016 Winter - In-home plumbing
 - d. 2017 Spring - Sewer
 - e. 2017 Fall - Water
 - f. 2017 Winter - In-home plumbing
 - g. 2018 Spring - Sewer
 - h. 2018 Fall - Water
 - i. 2018 Winter - In-home plumbing

VI. Campaign Pricing

a. Sewer

- i. Year 1 - \$7.25 per month; \$82.00 annually
- ii. Year 2 - \$7.25 per month; \$82.00 annually (subject to annual review)
- iii. Year 3 - \$7.25 per month; \$82.00 annually (subject to annual review)

b. Water

- i. Year 1 - \$5.25 per month; \$58.00 annually
- ii. Year 2 - \$5.25 per month; \$58.00 annually (subject to annual review)
- iii. Year 3 - \$5.25 per month; \$58.00 annually (subject to annual review)

c. In-home plumbing

- i. Year 1 - \$6.50 per month; \$73.00 annually
- ii. Year 2 - \$6.50 per month; \$73.00 annually (subject to annual review)
- iii. Year 3 - \$6.50 per month; \$73.00 annually (subject to annual review)

NLC Service Line Warranty Program Highlights

- Over 200 cities participating nationwide
- No cost to or liability for the city to participate
- Healthy, ongoing annual revenue stream for city
- Educates homeowners about their lateral line responsibilities
- The only utility line warranty program endorsed by the National League of Cities
- Utility Service Partners handles all marketing and management of the program
- 24/7/365 bilingual customer service
- All repairs performed to city code by local, licensed contractors
- Reduces calls from residents to City Hall for lateral water and sewer line issues
- Homeowner billed by NLC Service Line Warranty Program
- USP is a North Central Texas Council of Governments (NCTCG) Shared Services Program Partner
- City provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- Saved more than 60,000 homeowners across the country over \$45 million in utility line repair costs
- Public funds are not used in the marketing, distribution or administration of the NLC Service Line Warranty Program
- The NLC Service Line Warranty Program must be supported by the city into which it is being introduced before any warranty offer letters are mailed to homeowners in the community.

PARTICIPATING CITIES (SAMPLE OF OVER 200)

LARGE

Atlanta, GA
Madison, WI
Phoenix, AZ
San Diego, CA

SMALL

Dayton, OH
Edgewood, CO
Franklin Park, IL
Overland Park, KS

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS

CITY

- Provides non-tax revenue stream without any investment
- Reduces calls to City/Public Works when a homeowner's line fails
- Contractors undergo rigorous vetting process to ensure repairs meet city code
- Reduces costs associated with sending public works to residents' homes to assess lateral line issues
- Keeps money in the local economy by using contractors in the metro area
- Contractors must be current with insurance and required licenses

RESIDENTS

- Affordable utility line repair solution for families on a budget
- Educates homeowners about their service line responsibilities
- Prevents aggravation of having to find a reliable, reputable plumber
- Peace of mind – with one toll-free call a plumber is dispatched
- Keeps money in the homeowner's pocket; without warranty, repairs cost \$1,300 to \$4,000 or more
- No service fees or deductibles, paperwork or forms to complete

ACCOLADES & ACCOMPLISHMENTS



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®

- **Accredited Better Business Bureau member with A+ rating for nearly a decade**
- **2013 Western Pennsylvania Better Business Bureau Torch Award winner for Marketplace Ethics**

- **More than 97%** of all submitted claims are approved
- **A customer satisfaction** rating that has **exceeded 95%** for more than a decade
- **9 of 10 customers surveyed** have recommended the program to friends, family and neighbors
- The **only** utility line warranty program endorsed by the National League of Cities

COPY

Texas Partners

Generated By:
Bonnie Cureton
Utility Service Partners, Inc.
11/30/2015 12:25 AM

Attachment C
Res No. R15-1217C

Filtered By:

Show: All accounts
Type equals Partner
AND Billing State/Province equals TX

Account Name

City of Brazoria-TX
City of Mount Pleasant-TX
City of Kennedale-TX
City of Hurst-TX
City of Forest Hill-TX
City of Crandall-TX
City of Waxahachie-TX
City of Rowlett-TX
City of Plano-TX
City of La Marque-TX
City of Gonzales-TX
City of Abilene-TX
City of Lewisville-TX
City of Mercedes-TX
City of Lancaster-TX
City of Navasota-TX
City of Kyle-TX
City of Marshall-TX
City of Forney-TX
City of Denison-TX
City of DeSoto-TX
City of Bryan-TX
City of Arlington-TX
City of Duncanville-TX
City of Uvalde-TX
City of Ferris-TX
City of San Angelo-TX
City of Odessa-TX
Town of Little Elm-TX
City of Sanger-TX