NATIONAL LEAGUE OF CITIES

CITIES STRONG TOGETHER

NLC Service Line Warranty Program Overview: Benefits to Cities & Residents

NLC Service Line Warranty Program by HomeServe

WHY CHOOSE THE NLC SERVICE LINE PROGRAM, BY HOMESERVE?

EXPERIENCE

Offering services for over 17 years

REPUTATION

4.8 out of 5 stars customer satisfaction

PARTNERSHIP

Endorsed by National League of Cities

BBB Torch Award for Marketplace Ethics

Trust · Performance · Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®

2018 WINNER

BBB Torch Awards for Ethics℠

Better Business Bureau of Western PA

"The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years."



Clarence Anthony
Executive Director
National League of Cities

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NLC Service Line Warranty Program by HomeServe®

AGING INFRASTRUCTURE:
A PROBLEM FOR MUNICIPALITIES & HOMEOWNERS

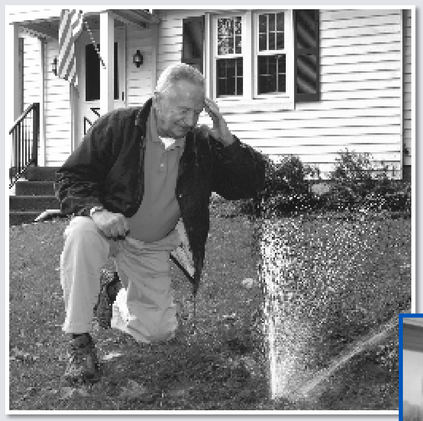


- In Missouri, infrastructure upgrades over the next 20 years are estimated at $8.9 billion for drinking water and $9.6 billion for wastewater
- Lateral lines are subjected to the same elements as public lines
- Failed lines waste thousands of gallons of water and present an environmental hazard
- Common homeowner misconceptions:
  - the City is responsible for maintenance of the water and sewer lines on their property
  - repairs are covered by their homeowner's policy

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NLC Service Line Warranty Program by HomeServe

MANY HOMEOWNERS ARE UNPREPARED



78% of homeowners surveyed believe the utility provider should educate them on repairs and preventative measures



59% of homeowners surveyed have had a home repair emergency in the past year



40% 4 out of 10 Americans can't afford a $400 emergency expense (and would have to sell something, take out a loan, or use credit to cover it)

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NLC Service Line Warranty Program by HomeServe

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS



- Only service line program Endorsed by the National League of Cities & the Missouri Municipal League
- No cost for the City to participate
- Optional ongoing Revenue Stream for the City
- Free Public Awareness Campaign to educate homeowners on their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

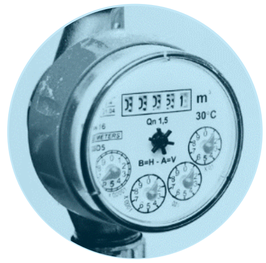
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NLC Service Line Warranty Program by HomeServe

NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS



SEWER/SEPTIC LATERAL COVERAGE



WATER/WELL LINE COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to $8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

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NLC Service Line Warranty Program by HomeServe

NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS



INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for 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

- Up to $3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

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NLC Service Line Warranty Program by HomeServe

MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
- Only market by direct mail, no telemarketing
- Would never mail without your review and approval of marketing material before each and every campaign
- Limited mailing campaigns per year
- Consumer friendly marketing
- Always voluntary for the homeowner



- Consumers can enroll one of three ways:
  - Calling into our toll free number that is provided on the mailing;
  - Returning the bottom of the letter to us in the self addressed stamped envelope provided
  - Visiting our consumer website www.slwofa.com at any time

SOLUTIONS FOR MUNICIPALITIES & THEIR HOMEOWNERS



- Endorsed by the NLC/Missouri Municipal League
- More than 1000 municipal and utility partnerships
- Currently serving over 4 million customers
- Saved customers over $454 million in repair costs over the past 3 years
- Consistent customer satisfaction rating of 98%
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors

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NLC Service Line Warranty Program by HomeServe

OVER 1000 PARTNERS, INCLUDING 40 IN MISSOURI

- *City of Clarksdale*
- *City of Kirksville*
- *City of Lebanon*
- *City of Calhoun*
- *City of Edgerton*
- *City of Lake Tapawingo*
- *City of Bella Villa*
- *City of Raytown*
- *City of Kansas City*
- *City of Wellsville*
- *City of Monett*
- *City of Adrian*
- *City of Grandview*
- *City of University City*
- *City of Moberly*
- *City of Osage Beach*
- *Village of Airport Drive*
- *City of Willard*
- *City of Odessa*
- *City of Sunset Hills*
- *City of Moscow Mills*
- *City of Winchester*
- *Village of Diggins*
- *Village of Centertown*
- *City of La Monte*
- *City of Hurley*
- *City of Wellington*
- *City of Lexington*
- *City of Jonesburg*
- *City of Town and Country*
- *City of Billings*
- *City of Waynesville*
- *City of Wellston*
- *City of Smithville*
- *City of Pine Lawn*
- *City of Kimberling City*
- *City of Canton*
- *City of Monroe City*
- *City of Lawson*
- *City of Pleasant Hill*

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HomeServe

FOR MORE INFORMATION CONTACT:

Ashley Shiwarski
Director, Business Development
724-749-1097 (office)
412-874-9454 (cell)
Ashley.Shiwarski@homeserveusa.com

Visit www.NLC.org/serviceline or www.servline.com

February | 2021

RECOMMENDATION: It is recommended that the City Council authorize the Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

BACKGROUND: The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and the Missouri Municipal League, will help the City of Joplin to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The City will receive a royalty of $0.50 per product per month for the duration of the program.

COVERAGE: NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces. If concrete cutting is necessary to repair Your Exterior Water Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces. If concrete cutting is necessary to repair Your Exterior Sewer/Septic Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	$5.75	Unlimited	Unlimited Calls $8,500 Per Call	$0.50 per contract per month
External Sewer Line	$7.75	Unlimited	Unlimited Calls $8,500 Per Call	$0.50 per contract per month
In-Home Plumbing	$9.99	Unlimited	Unlimited Calls $3,000 Per Call	$0.50 per contract per month

IMPLEMENTATION: The NLC Service Line Program will utilize the City logo to brand the materials used to educate City resident/customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

ENROLLMENT AND BILLING: The NLC Service Line Program offers residents simple options if they choose to enroll either via mail, phone, or web. We handle all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

FINANCIAL IMPACT: No cost to the City to participate and the City would receive $0.50 per product per month royalty.

Dear Member:

The Missouri Municipal League is pleased to continue its endorsement of the National League of Cities (NLC) Service Line Warranty Program, administered by Utility Service Partners (USP). Offered at no cost to League members, the NLC Service Line Warranty Program educates homeowners about their service line responsibilities and offers affordable protection from unanticipated service line repair costs. Homeowners in participating cities and towns are eligible to purchase low-cost repair service plans for broken or leaking outside water and sewer lines, covering up to $8,500 per occurrence.

Benefits to residents and municipalities include:

- Educates homeowners and reduces local officials' frustration;
- No cost for Missouri cities and towns to participate;
- Affordable rates for residents;
- Increases citizen satisfaction.

Important features of the program:

1. USP pays for the repairs, not your residents;
2. Customers are provided with a 24/7/365 repair hotline staffed with live agents;
3. All repairs performed to local code by rigorously vetted, licensed and insured local contractors;
4. USP is responsible for all aspects of the program, including marketing, billing, customer service, and performing all repairs.

33 Missouri municipalities currently offer the program, which has saved Missouri homeowners over $4 million in repair costs over the past three years. The League has chosen to endorse USP, a HomeServe company, because of its outstanding national reputation. USP is a BBB Accredited Business with an A+ rating, and they maintain a customer satisfaction rating exceeding 98%. This is the only protection program endorsed by the National League of Cities and multiple state municipal leagues.

The Missouri Municipal League is here to assure the program works for Missouri cities and towns who participate. We encourage you to consider joining over 500 U.S. cities in adopting the NLC Service Line Warranty Program for your municipality.

Sincerely,

Dan Ross

Dan Ross
Executive Director
Missouri Municipal League

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NLC Service Line Warranty Program

WHY SHOULD OUR CITY offer this program?



Because aging infrastructure impacts private lines, too.

Nationwide a water main breaks every two minutes. The same elements that cause those failures also exist on your residents' private lines: age of lines, deteriorating pipe material, freezing and thawing, and ground shifting.

This program provides an optional — proactive — solution to a problem that is bound to strike your residents at some point in time.



Homeowners believe service line repairs are the municipality's responsibility.

When private service lines break or leak, many homeowners call the municipality first and are often surprised — and frustrated — to learn that the municipality can't help.

Educational awareness campaigns about homeowners' responsibility for service lines is a key component of the program.



An unexpected repair expense can be hard on a budget – and peace of mind.

Studies show that most Americans do not have enough savings to cover an emergency repair cost that could be from hundreds to as much as $3,500 or more. In addition, many can be overwhelmed by having to find a trustworthy contractor.

The program provides affordable repair plans backed by vetted, local-area contractors, keeping dollars in the local economy.

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NLC Service Line Warranty Program
by HomeServe

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Program Highlights



- The only utility line warranty program endorsed by the National League of Cities (NLC) and multiple state leagues
- Educates homeowners about their lateral line responsibilities
- Program handles all resident communications, service delivery and administration at no cost to the municipality
- Provides ongoing revenue stream to the municipality
- Reduces calls from residents to the municipality for lateral water and sewer line issues
- 24/7/365 bilingual customer service
- All repairs performed to city code by local-area, licensed contractors, keeping money in the local economy
- All materials sent to residents are pre-approved by the municipality



- **Over 750** municipal, utility and association partners across North America.
- **4.8 out of 5 stars*** customer satisfaction rating.
- Performed over **1.3 million repairs** over the last three years, saving customers over **$454 million.**

* Average repair service rating from customers surveyed via text message and email post service from January–June 2019.

2018 WINNER
BBB Torch Awards for Ethics℠
Better Business Bureau of Western PA

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NLC Service Line Warranty Program
by HomeServe

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into by and between the City of Joplin, Missouri ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties". This Agreement shall be effective on the last signature date set forth below ("**Effective Date**").

RECITALS:

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

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms 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:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("**License**") to use City's branding ("**Marks**"), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. Property Owner Data. If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as **"Property Owner Data"**. Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable 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 arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party 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.

8. **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) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: David Hertzberg
City of Joplin
602 S Main St
Joplin, MO 64801-2262
Email: dhertzbe@joplinmo.org
Phone: (417) 624-0820

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, 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.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** 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 email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Missouri, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **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.

[Signature Page Follows]

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

CITY OF JOPLIN

_____

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

_____

Name: Michael Backus

Title: Chief Sales Officer

Date:

Exhibit A
NLC Service Line Warranty Program
City of Joplin
Term Sheet
November 4, 2021

I. Initial Term. Three Years.

II. License Fee. $0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
   A. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.

III. Products.
   A. External water service line plan (initially, $5.75 per month)
   B. External sewer/septic line plan (initially, $7.75 per month)
   C. Interior plumbing and drainage plan (initially, $9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed $0.50 in any 12-month period. If such adjustment shall exceed $0.50, both Parties must agree in writing.

IV. Scope of Coverage.
   A. External water service line plan:
      i. Covers Property Owner responsibility: From the meter to the external wall of the home.
      ii. Covers thawing of frozen external water lines.
      iii. Covers well service lines if applicable.
   B. External sewer/septic line plan:
      i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
      ii. Covers septic lines if applicable.
   C. Interior plumbing and drainage plan:
      i. Covers water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.