

**RESOLUTION NO. 24-16**

**INTRODUCED BY:  
Council Member Sellers  
Council Member Arner**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS,  
COLORADO, APPROVING A MARKETING AGREEMENT BETWEEN THE CITY OF  
FEDERAL HEIGHTS AND THE UTILITY SERVICE PARTNERS PRIVATE LABEL  
INC REGARDING THE NATIONAL LEAGUE OF CITIES  
SERVICE LINE WARRANTY PROGRAM**

WHEREAS, the National League of Cities Service Line Warranty Program (“Program”) through its provider Utility Service Partners Private Label Inc offers homeowners within municipalities service plans for the repair and replacement of a residential property owner’s lateral sewer and water lines which can be a significant financial burden for a property owner; and

WHEREAS, the Program is of benefit to a residential property owner because for a monthly policy cost it provides for the repair and replacement by qualified companies of a property owners sewer and water lines; and

WHEREAS, in support of the Program the City agrees as set forth in a Marketing Agreement to allow the provider Utility Service Partners Private Label Inc the right to use the City’s logo and other symbols at its own cost and expense and subject to the City’s approval in its marketing materials to be distributed to residential property owners within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO THAT:

The City Council of the City of Federal Heights does hereby approve the Marketing Agreement between the City of Federal Heights and Utility Service Partners Private Label Inc in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the City.

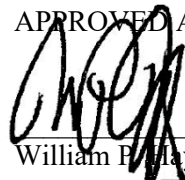
INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO, THE 2<sup>nd</sup> DAY OF July 2024.

  
\_\_\_\_\_  
Linda S. Montoya, Mayor

ATTEST:

  
\_\_\_\_\_  
Patti K. Lowell, CMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
William F. Hayashi, City Attorney

## MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of Federal Heights, Colorado (“**City**”), a Colorado home-rule municipality, 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. **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 at its sole discretion. City agrees that it will complete its review of such materials within 30 days. 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.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for (1 year from the Effective Date. The Agreement will automatically renew for up to two 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 to the reasonable satisfaction of the City. Company will be permitted to complete any marketing initiative approved and 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. **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.

5. **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.

6. **Indemnification.** The Company hereby agrees to protect, indemnify, and hold City and its officers, employees, contractors, subcontractors, and agents 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 the City may suffer or which may be sought against or are recovered or obtainable from City, as a result of or arising out of any breach of this Agreement by Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that City notifies Company of any such Claim within a time that does not prejudice the ability of the Company to defend against such Claim Nothing herein this Agreement shall be deemed a waiver by the City of the rights, immunities, protections and limitations provided it in accordance with the Colorado Governmental Immunity Act C.R.S. 24-10-101 et seq.

7. **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: Don Stahurski  
City of Federal Heights  
2380 W. 90th Ave.  
Federal Heights, CO 80260  
Email: dstahurski@fedheights.org  
Phone: (303) 412-3539

**To:** Company:  
ATTN: Chief Growth Officer  
Utility Service Partners Private Label, Inc.  
601 Merritt 7, 6<sup>th</sup> Floor  
Norwalk, CT 06851  
Phone: (866) 974-4801

8. **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.

9. **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.

10. **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.

11. **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 Colorado, without regard to the choice of law principles of the forum state and venue shall be Adams County.

12. **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 FEDERAL HEIGHTS**



Name: Linda S. Montoya

Title: Mayor

Date: 7/9/2024

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

DocuSigned by:  
  
0F9AA4D707BA476...

Name: Michael Backus

Title: Chief Growth Officer

Date: 7/10/2024 | 8:28 AM EDT

**Exhibit A**  
NLC Service Line Warranty Program  
City of Federal Heights  
Term Sheet  
January 17, 2024

- I. Initial Term. One Year.
- II. License Conditions. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products. In exchange for the license conditions above, Company will offer the following discounted rates to Property Owners:
  - A. External water service line plan (initially, \$5.25 per month)
  - B. External sewer/septic line plan (initially, \$12.49 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.
- 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.