

RESOLUTION NO. 18-12

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, IL, TO AUTHORIZE THE VILLAGE MAYOR TO ENTER INTO AN AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. d/b/a SERVICE LINE WARRANTIES OF AMERICA

WHEREAS, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois ("Village") at the Dupo Village Hall, 107 N. Second Street, on March 19, 2018 at 7:00 p.m., before the Village Board of Dupo; and

WHEREAS, sewer and water lines and laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the Village; and

WHEREAS, the Village desires to offer residential property owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products as set forth in Exhibit A to **Exhibit 1**, attached hereto and incorporated herein by reference, or as otherwise agreed in writing from time-to-time by the parties; and

WHEREAS, Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program, and has agreed to make those products as listed in Exhibit A to **Exhibit 1** available to the Village's residential property owners subject to the terms and conditions contained in the warranties; and

WHEREAS, the Village believes it to be in the best interests of its citizens to offer a service line warranty to its residential property owners; and

WHEREAS, it will be necessary for the Village to enter into certain agreements, including but not limited to a marketing agreement and license, attached hereto and incorporated herein as **Exhibit 1**, with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America in order to provide service line warranties to the Village's residential property owners; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

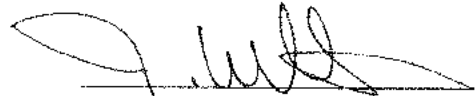
1. That the recitals set forth above in the preamble of this Resolution are hereby incorporated into this Resolution as recommendations of the Village Board of Trustees of the Village of Dupo, Illinois.
2. The Village Board of Trustees deems it appropriate to enter into a Marketing Agreement (**Exhibit 1**) with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America pursuant to the terms and conditions contained in **Exhibit 1**.

3. That the Mayor of the Village of Dupo, Illinois, on behalf of the Village, is hereby authorized to enter into the Marketing Agreement (**Exhibit 1**) with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America, in as such form approved by the Village attorney and substantially similar to **Exhibit 1**, attached hereto.
4. The Village Clerk is hereby authorized to seal, if necessary, the aforementioned Marketing Agreement.

PASSED this 19th day of March, 2018 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

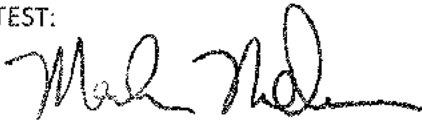
<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	✓	_____	_____	_____
Ben Kenner	✓	_____	_____	_____
James Smith	✓	_____	_____	_____
Joe Basinski	✓	_____	_____	_____
Ken Phillips	✓	_____	_____	_____
Kerry Foster	✓	_____	_____	_____

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 19th day of March, 2018.



Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK
(SEAL)

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of [March 19th, 2018] ("**Effective Date**"), by and between the Village of Dupo, Illinois ("**Village**"), 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".

RECITALS:

WHEREAS, gas, 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 Village ("**Residential Property Owner**"); and

WHEREAS, Village desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty 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 Residential 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.** Village hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** Village hereby grants to Company a non-exclusive license ("**License**") to use Village's name and logo on letterhead and marketing materials to be sent to Residential 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 Village's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. In the event that City extends a similar license to a direct competitor of Company during the Term and any Renewal Term of this agreement, Company may immediately terminate 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 Company is in material breach of this Agreement, the Village 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. Village has the right to terminate this Agreement for any reason on ninety (90) days' written notice to Company. Company 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.

4. **Consideration.**

A. As consideration for such license, Company will pay to Village a License Fee 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 first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. Village 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. **Indemnification.** Company hereby agrees to protect, indemnify, defend and hold the Village, its elected and appointed officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all claims, brought directly or indirectly against Indemnitee, for any and all 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 Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company 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.

6. **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: Village:
ATTN: Mayor Jerry Wilson
Village of Dupo
107 North Second Street
Dupo, IL 62239
Phone: (618) 286-3280

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

7. **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.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the Village, such consent not to be unreasonably withheld.

9. **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 facsimile or e-mail 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.

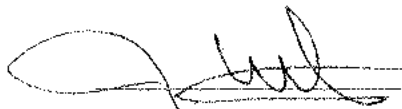
10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Illinois. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, 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.

11. **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 above.

VILLAGE OF DUPO



Name: Jerry Wilson

Title: President/Mayor of the Village of Dupo, IL

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Tom Rusin

Title: Chief Executive Officer

Exhibit A
NLC Service Line Warranty Program
Village of Dupo
Term Sheet
October 25, 2017

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. Village logo on letterhead, advertising, and marketing materials
- b. Signature by Village official

III. Products.

- a. External water service line warranty (initially, \$5.75 per month)
- b. External sewer/septic line warranty (initially, \$7.75 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.99 per month)
- d. External gas line warranty (initially, \$4.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line warranty:
 - Homeowner responsibility: From the meter and/or curb box to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line warranty:
 - Homeowner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage warranty:
 - Water supply pipes and drainage pipes within the interior of the home.
- d. ¹ External gas line warranty:
 - Homeowner responsibility: From the utility's main gas line to the gas meter and/or a single service line between the gas meter and the internal point of entry to the home including a gas supply line which may be buried or embedded in a concrete slab under the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product and External gas line warranty Product via in-bound channels only.

¹ The external gas line warranty is not currently included in the endorsed product list of the National League of Cities Service Line Warranty Program

