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3 **RESOLUTION NO. 2019-34**  
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**  
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**  
7 **APPROVING THE MARKETING AGREEMENT**  
8 **BETWEEN UTILITY SERVICE PARTNERS**  
9 **PRIVATE LABEL, INC. d/b/a SERVICE LINE**  
10 **WARRANTIES OF AMERICA, THE**  
11 **ADMINISTRATOR FOR THE NATIONAL LEAGUE**  
12 **OF CITIES SERVICE LIST WARRANTY PROGRAM;**  
13 **PROVIDING FOR AN EFFECTIVE DATE.**  
14

15 **WHEREAS**, sewer and water line laterals between the mainlines and the connection on  
16 residential private property are owned by individual residential property owners residing in the  
17 Village of Biscayne Park, Florida (the "Village");

18 **WHEREAS**, the National League of Cities ("NLC") has presented the Village  
19 Commission with the opportunity for Village residents to receive information regarding  
20 purchasing service line warranties and other related household coverages;

21 **WHEREAS**, Utility Service Partners Private Label, Inc., doing business as Service  
22 Line Warranties of America, is the administrator of NLC's Service Line Warranty Program;

23 **WHEREAS**, the Village Commission has determined it is in the best interests of  
24 Village residents to permit NLC to provide the information to Village residents to explore  
25 services available through the NLC's Service Line Warranty Program within the Village;

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27 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND VILLAGE**  
28 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**  
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30 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
31 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

32 **Section 2.** The Village Commission unanimously approves the marketing  
33 agreement attached hereto as Exhibit 'A' for its initial term.

1            **Section 3.**     This Resolution shall become effective upon adoption.

2            PASSED AND ADOPTED this 9<sup>th</sup> day of July, 2019.

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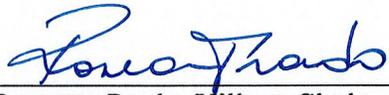


Tracy Truppman, Mayor

The foregoing resolution upon being put to vote, the vote was as follows:

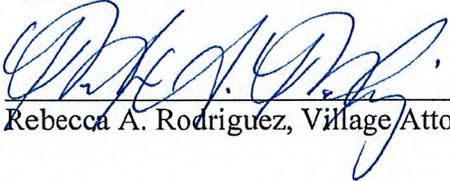
Mayor Truppman: Yes  
Vice Mayor Samaria: Yes  
Commissioner Johnson-Sardella: Yes  
Commissioner Tudor: Yes  
Commissioner Wise: Yes

Attest:



Roseann Prado, Village Clerk

Approved as to form:



Rebecca A. Rodriguez, Village Attorney

**MARKETING AGREEMENT BETWEEN  
THE VILLAGE OF BISCAYNE PARK, FLORIDA  
AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

This MARKETING AGREEMENT ("Agreement") is entered into as of July 9, 2019 (the "**Effective Date**"), by and between the VILLAGE OF BISCAYNE PARK, FLORIDA ("**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**, 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. Village agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal 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 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. 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.** 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 agrees to provide a completed HomeServe New Partner Form and an IRS Form W-9 to Company in order to facilitate proper payment of the License Fee. 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) calendar year after any termination of this Agreement.

**5. Indemnification.** Company hereby agrees to protect, indemnify, and hold the Village, its elected officials, officers, employees 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 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:**  
**Village of Biscayne Park**  
**ATTN: Village Manager**  
**600 N.E. 114<sup>th</sup> St**  
**Biscayne Park, Florida 33161**  
**Phone: (305) 899-8000**  
**Email: [VillageManager@biscayneparkfl.gov](mailto:VillageManager@biscayneparkfl.gov)**

**To: Company:**  
**Utility Service Partners Private Label, Inc.**  
**ATTN: Chief Sales Officer**  
**4000 Town Center Boulevard, Suite 400**  
**Canonsburg, Pennsylvania 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.

**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/Venue/Attorney Fees.** The governing law shall be the laws of the State of Florida. The parties agree the venue for any disputes related to this agreement shall be the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. 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.

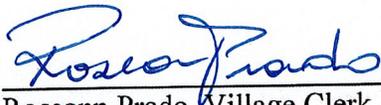
**11. Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit 'A' attached hereto are incorporated by this reference and expressly made part of this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

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

**THE VILLAGE OF BISCAYNE PARK**

Attest:



Roseann Prado, Village Clerk



Tracy Truppman, Village Mayor

As to legal sufficiency:



Rebecca Rodriguez, Village Attorney



Krishan Manners, Village Manager

**UTILITY SERVICE PARTNERS  
PRIVATE LABEL, INC. d/b/a  
SERVICE LINE WARRANTIES OF  
AMERICA**

Michael Backus, Chief Sales Officer

**Exhibit A**  
NLC Service Line Warranty Program  
Village of Biscayne Park  
Term Sheet  
May 16, 2019

**I. Initial Term.** Three (3) years.

**II. License Fee.** Fifty Cents (**\$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, Five Dollars and Seventy Five Cents (**\$5.75**) per month)
- b. External sewer/septic line warranty (initially, Seven Dollars and Seventy Five Cents (**\$7.75**) per month)
- c. Interior plumbing and drainage warranty (initially, Nine Dollars and Ninety Nine Cents (**\$9.99**) per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed Fifty Cents (**\$0.50**) per month in any twelve (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 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.

**V. Marketing Campaigns.** Company shall have the right to conduct up to three (3) campaigns per year, comprised of up to six (6) mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.