



**Monday, May 3, 2021
4:00 PM**

**City Council
Monday Meeting Agenda**

**Jackie Dole Community Center
220 W. Front Street**

Call to Order

Agenda Adjustments

Agenda Review

Citizens' Forum

Work Session

1. **2021-383** Review of the City of Hattiesburg Code of Ordinances, presented by City Attorney Randy Pope.
2. **2021-379** NLC Service Line Warranty Program - requested by Councilmember Deborah Delgado.
3. **2021-380** Broadband deficiencies within the City of Hattiesburg - requested by Councilmember Deborah Delgado.
4. **2021-376** Proposed stimulus funding for the City of Hattiesburg - requested by Councilmember Deborah Delgado.
5. **2021-378** Paving in Ward 2 and Complete Streets - requested by Councilmember Deborah Delgado.
6. **2021-377** Hattiesburg Little League - requested by Councilmember Deborah Delgado.
7. **2021-381** The equity in doing business with the City of Hattiesburg - requested by Councilmember Deborah Delgado.
8. **2021-382** Drainage Issues - requested by Council Vice President Mary Dryden.
9. **2021-384** Youth Summer Programs - requested by Councilmember Nicholas Brown.

Meeting Recess

Quick Facts

The program is offered at no cost to municipalities. Partner with us and enjoy these program features:

- ▶ The only utility line warranty program endorsed by National League of Cities
- ▶ Educates homeowners about their service line responsibilities
- ▶ Service from licensed, local-area contractors keeps dollars in the local economy
- ▶ Timely repairs that help conserve water and reduce ground pollution



About

HomeServe

NLC Service Line Warranty Program by HomeServe

HomeServe is a leading provider of repair service programs with over 4 million customers in North America, and over 750 municipal and utility partners. HomeServe, an A+ Better Business Bureau-rated company, is dedicated to providing best-in-class emergency repair services and an exceptional customer experience.

National League of Cities



The National League of Cities is dedicated to helping city leaders build better communities, and serves as a resource and advocate for 19,000 cities, towns and villages, representing more than 218 million Americans.

Make a Difference in Your Community

To learn more about the NLC Service Line Warranty Program, visit www.NLC.org/serviceline or call 1-866-974-4801.



National League of Cities Service Line Warranty Program by HomeServe

Educating homeowners about their service line responsibilities while providing an affordable solution for repairs.

www.NLC.org/serviceline



Overview

Residential property owners may be responsible for the maintenance of the buried water and sewer lines that run between the public (main) connection and the exterior of the home. When these lines break, leak or clog, the homeowner is often surprised to learn that homeowner's insurance does not cover the cost of an often expensive repair.

A homeowner's private lines are subjected to the same elements as the lines that comprise the public infrastructure – ground shifting, tree root invasion, extreme weather, age and more. While municipalities are responsible for repairs to the public infrastructure, what solution is available to homeowners when the lines on their property fail?

The National League of Cities (NLC) Service Line Warranty Program by HomeServe educates homeowners about their service line responsibilities while providing an affordable repair coverage option.

Serving your local community

NLC Service Line Warranty Program by HomeServe

HomeServe has:



750+
Partners



4 Million+
Customers



7 Million+
Service Contracts



1.3 Million
Repairs performed
in the past three
years



\$454 Million
in repair costs saved
by customers in the
past three years



Frequently Asked Questions

What will the warranty program cost the municipality and homeowners?

There is absolutely no cost to the city for this warranty program and homeowner participation is completely voluntary. For a small

monthly fee, homeowners can protect the utility service lines on their property. The NLC Service Line Warranty Program provides generous coverage with no deductibles, service fees or annual/lifetime limits.

How does the program work?

The NLC Service Line Warranty Program handles all aspects of the program including resident awareness campaigns, billing, customer service, contractor management and completion of all repairs to local code.



What happens when a homeowner experiences a service line break or leak on their property?

One call to the NLC Service Line Warranty Program's toll-free number and a licensed, local-area contractor will be dispatched quickly to make repairs. There is no paperwork to complete; just one call for claims processing – available 24/7, 365 days a year. All contractors are local to the community served, which keeps dollars in the local economy.

Why is the warranty program important?

The American Society of Civil Engineers graded the nation's infrastructure a D+, and it's no surprise! Many people believe that water and sewer lines will last hundreds of years without failing, but the truth is, there are many reasons other than life expectancy of the pipes

that can contribute to infrastructure failure – such as tree root intrusion, rust and weather.

With the NLC Service Line Warranty Program, normal wear and tear, ground shifting, root intrusion, and much more are covered.





NLC Service Line Warranty Program Overview

What We Do

The NLC Service Line Warranty Program by HomeServe offers affordably priced emergency repair/replacement plans to address aging private sewer and water infrastructure. Customers call to receive prompt emergency repairs provided by local-area, licensed and insured contractors.



Water Line



Sewer Line



Interior Plumbing

Benefits to Homeowners

Many homeowners are not aware of their responsibility for their service lines until they have a repair emergency. When they call the municipality, they often find that they are faced with a costly repair and that the municipality can't help them. Over the past three years, HomeServe has performed over 1.3 million repairs, saving our customers over \$454 million!



Convenience

- 24/7/365 claims hotline, including holidays
- No need to search for a qualified contractor in an emergency



Peace of Mind/Trust

- Fully vetted, licensed and insured local contractors
- Covered repairs guaranteed for one year



Financial Protection

- No deductibles or trip fees
- Affordably priced coverage
- 30-day money-back guarantee with ability to cancel at any time

Over 750

partners across
North America!



For more information call:
1-866-974-4801 or visit
www.NLC.org/serviceline

NLC NATIONAL
LEAGUE
OF CITIES
CITIES STRONG TOGETHER

**NLC Service Line
Warranty Program**
by HomeServe

Benefits to the Municipality



Customer Education

- Increasing homeowner awareness of their responsibility reduces calls to the municipality/utility and customer dissatisfaction with the municipality for not offering a solution
- The program is offered at no cost to the city
- Use of municipality/utility logo promotes trust



Customer Satisfaction

- 4.8* out of 5 star customer satisfaction rating
- BBB Accredited with A+ rating



Funding for Key Initiatives

Many partners participate in a share of the revenue, often utilized for:

- Low-income assistance and affordability programs
- Conservation initiatives
- Offsetting rate increases
- Infrastructure improvement projects

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

I was glad I had the warranty because it saved me from paying for a costly sewer line repair.

Cynthia T.
Kansas City, MO

I am thankful this service was offered to homeowners. It made a bad situation completely trouble free. Thanks for everything.

J. Talbert
Albemarle, NC

For more information call:
1-866-974-4801 or visit
www.NLC.org/serviceline



**NLC Service Line
Warranty Program**
by HomeServe

NLC Service Line Warranty Program Highlights

- The only utility line warranty program endorsed by the National League of Cities (NLC)
- Endorsed by multiple state leagues
- Over 500 municipalities and utilities participating nationwide
- No cost to or liability for the city to participate
- Ongoing revenue stream for city
- Educates homeowners about their lateral line responsibilities
- Utility Service Partners (USP) 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
- Provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- No public funds are 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 500)

Phoenix, AZ	Ottawa, KS	Independence, MO
Tucson, AZ	Elsmere, KY	Las Vegas, NV
San Diego, CA	Baltimore, MD	Dayton, OH
Ft. Lauderdale, FL	Beverly Hills, MI	Tulsa, OK

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 quality service

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 reputable plumber is dispatched

Keeps money in the homeowner's pocket; without warranty, repairs cost from hundreds to thousands of dollars

No service fees or deductibles and no 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**

- The **only** utility line warranty program endorsed by the National League of Cities
- **More than 97%** of all submitted claims are approved
- **A customer satisfaction rating of 98%**
- **9 of 10 customers surveyed** have recommended the program to friends, family and neighbors

It is not a question of **if** residential service lines will fail, but rather **when...**

and that's a fact.



MYTH:

The risk of a water line or sewer line breaking is low.

FACT:

An estimated 240,000 water main breaks occur every year in the U.S.

MYTH:

Water and sewer line emergencies are covered by homeowner's insurance policies.

FACT:

A basic homeowner's policy typically does not cover damages to the water line or sewer line on the homeowner's property.¹



MYTH:

The city will take care of repairs if a water or sewer line breaks.

FACT:

With rare exception, it is the homeowner who is responsible for repairing or replacing the water and sewer lines that run from the street to their home in the event of an emergency.



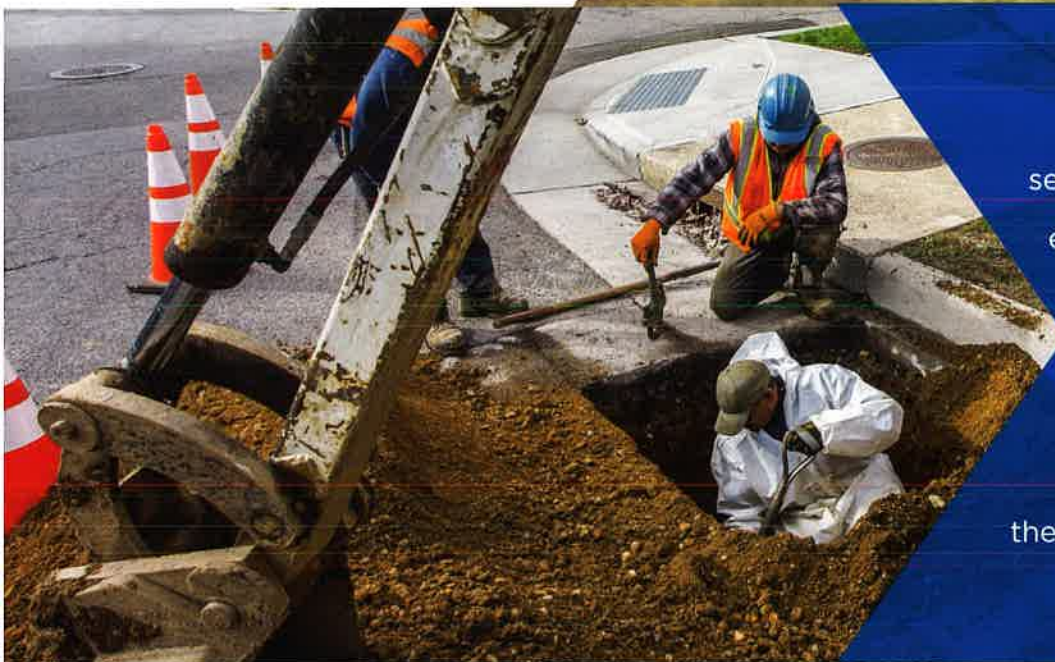
MYTH:

Climates that do not experience extreme temperature changes are not at a high risk for water line breaks.

FACT:

Many factors contribute to service line failure, including:

- Invasive tree roots
- Poor soil conditions
- Pipe materials
- Climate changes



M

ore than 1.1 million water service line and 4.3 million sewer line emergencies are expected to occur in the United States this year alone.²

Unfortunately, many Americans have misconceptions that leave them vulnerable to unnecessary stress and expensive repair bills.

- **An estimated 240,000 water main breaks** occur every year in the U.S., translating to an average of 650 breaks each day.³
- **Approximately 51 million** homes in the U.S. were built within the peak time frame for installation of service lines that are now failing across the nation.⁴
- **Nearly 1 in 3** (31%) homeowners with household incomes under \$50,000 have no money set aside for an emergency home repair.⁵

The National League of Cities (NLC) Service Line Warranty Program by HomeServe is debunking the myths by educating homeowners about their service line responsibilities while offering affordable options for emergency home repair coverage through over 650 municipal partnerships. Over the past three years, HomeServe has performed over 1.3 million repairs, saving our customers over \$454 million!

www.NLC.org/serviceline | 1-866-974-4801

**NLC Service Line
Warranty Program**

by HomeServe

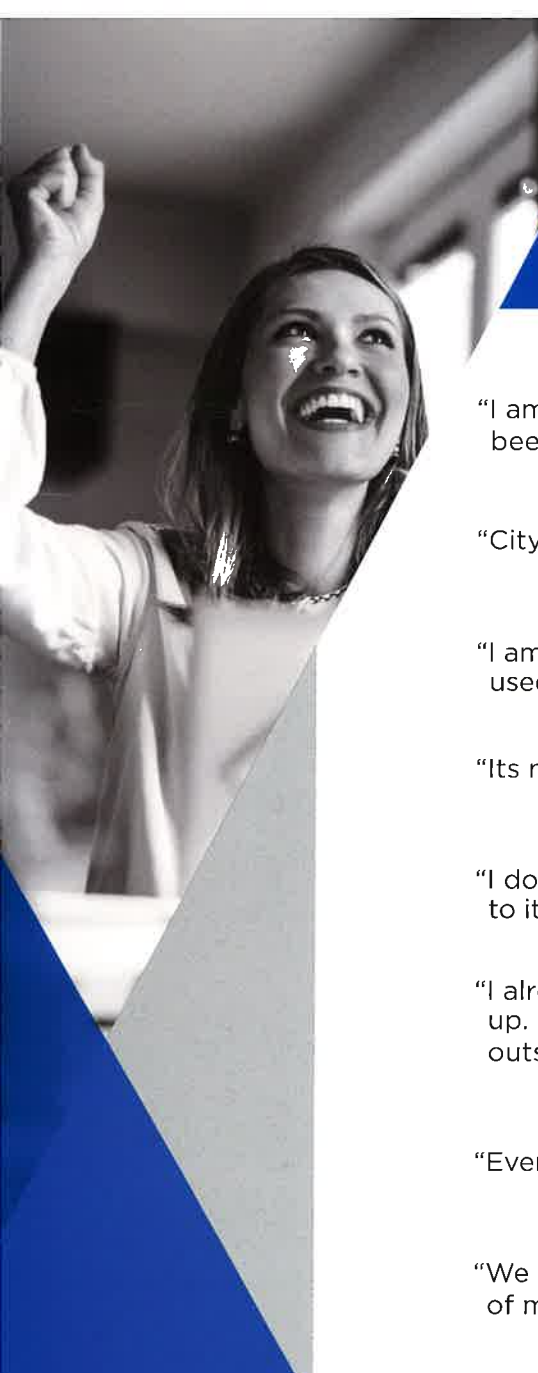
¹What Isn't Covered by Your Homeowner's Insurance?, NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS (NAIC)

²Water and Sewer Line Emergencies: Debunking the Myths, NATIONAL LEAGUE OF CITIES (NLC) SERVICE LINE WARRANTY PROGRAM

³ASCE Infrastructure Report Card 2017

⁴Survival Analysis of US Water Service Lines Utilizing a Nationwide Failure Data Set, JUNESEOK LEE AND MYLES MEEHAN

⁵HomeServe Biannual State of the Home Survey, HOMESERVE USA



NLC Service Line Warranty Program Resident Testimonials

"I am very impressed with this program. I am on a limited income and this has been a tremendous help to me."

– Gayle M., Daly City, CA

"City chose an excellent service provider. Very thorough!"

– Stuart G., Tucson, AZ

"I am one of the city council people who voted in favor of the program; have used it myself to good result."

– Chris V., St. Clair Shores, MI

"Its nice to see a city that knows its age and is proactive for its residents."

– William N., St. Claire Shores, MI

"I don't know why every city in the U.S. wouldn't offer this protection to its citizens."

– Vickie S., Marshalltown, IA

"I already told a neighbor how easy and wonderful your service is and he signed up. North Las Vegas did an outstanding job partnering with you. You did an outstanding job fixing our leak. You have a longtime customer."

– Nancy S., Las Vegas, NV

"Everyone should have it. It is a smart investment."

– Janette M., Green River, WY

"We are very glad that we signed up for your coverage. It has saved us a lot of money."

– Charles R., Hurst, TX

"This service is wonderful. If we had called a plumber on our own we would have had to wait a day or two. This service was COMPLETE in less than four hours."

– Milton N., Columbia Heights, MN

"No services anywhere else we have could hold a candle to this service. We are never put on hold. If we need you, there is always someone right here."

– Kenny H., Maysville, KY

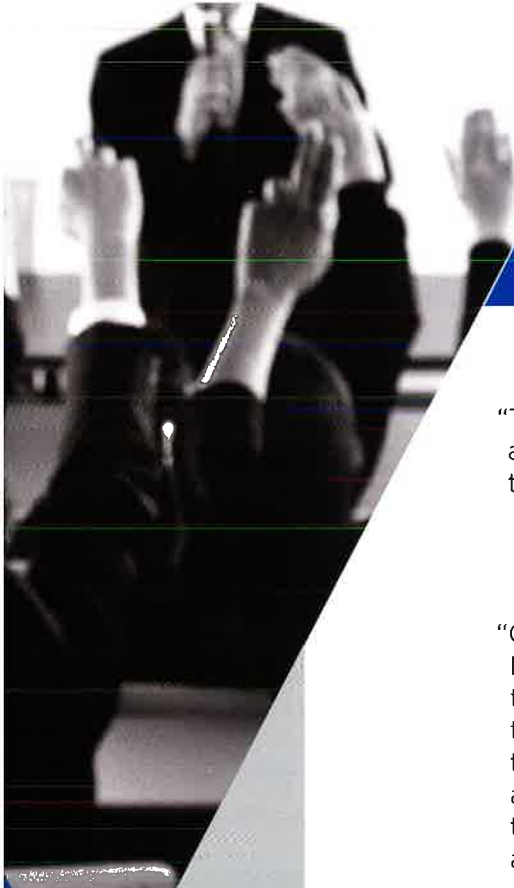
For more information call: **1-866-974-4801**
or visit **www.NLC.org/serviceline**

2018 WINNER

Better Business Bureau of Western PA

NLC NATIONAL
LEAGUE
OF CITIES
CITIES STRONG TOGETHER

**NLC Service Line
Warranty Program**
by HomeServe



NLC Service Line Warranty Program Partner Testimonials

"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, CEO and Executive Director, National League of Cities

"One of the significant selling points for the City Council and staff was the National League of Cities endorsement. NLC did the homework and vetted the program before endorsing it for its member cities. I believe the letter from the City provided a trust factor that is not present through direct solicitation to residents from other warranty companies who send letters that give the appearance of coming from the city. So far the Program has delivered what they said they would to the City of Hutchinson. I would be happy to visit with anyone about the program and our experience here in Hutchinson."

John Deardoff, City Manager, Hutchinson, KS

"The Service Line Warranty Program helps both Phoenix residents and the city government. Revenue from the program goes to core city services like police, fire, parks, libraries and senior centers."

Jon Brodsky, Executive Director Phoenix Community Alliance
& former Public Information Officer, Phoenix, AZ

"We want our citizens to know we are on their side. The cost is minimal and we've had residents with repairs exceeding \$1,000. We are pleased that we have helped citizens to avoid such an expense."

Scott James, Mayor, St. Albans, WV

"The response to the program by the Rock Falls residents has been tremendous. Many of our homeowners contacted their insurance agent when they received the program offer in the mail and were shocked to find out that they were not covered by their homeowner's policy for repair [or] replacement of their water and sewer lines. Our program is in its seventh year and the participation is still growing. We are very pleased that we can offer the Service Line Warranty Program to our residents of the City of Rock Falls."

Robbin Blackert, City Administrator, Rock Falls, IL



According to recent customer survey results,



More than 97%

of our customers felt better prepared for a water or sewer line emergency with the program.



More than 90%

of our customers have trust in the program because of the partnership with their city.



Nearly 70%

of our customers felt they could not afford a water or sewer line repair without this program.

"Thanks to the city for informing me of this type of warranty. Just a phone call and the problem was taken care of quickly."

- Alan N.
Hutchinson, KS

"I am one of the city council people who voted in favor of the program and have used it myself to good result."

- Chris V.
St. Clair Shores, MI

"I've never had a service go so quick and easy. All those I dealt with were warm and friendly."

- Sheila H.
Dayton, OH

"I don't know why every city in the U.S. wouldn't offer this protection to its citizens."

- Dean S.
Marshalltown, IA



a HomeServe Company



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
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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



NLC Service Line
Warranty Program by  HomeServe

AGING INFRASTRUCTURE: A PROBLEM FOR MUNICIPALITIES & HOMEOWNERS



- In Mississippi, infrastructure upgrades over the next 20 years are estimated at \$8.5 billion for drinking water, and \$2.035 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 municipality is responsible for maintenance of the water and sewer lines on their property
 - repairs are covered by their homeowner's policy

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)

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS



- Only service line program Endorsed by the National League of Cities
- No cost for the Municipality to participate
- Optional ongoing Revenue Stream for the Municipality
- 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

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

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

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



- More than 1000 municipal and utility partnerships
- Currently serving over 4 million customers
- Saved customers over \$521 million in repair costs over the past 3 years
- Consistent customer satisfaction rating of 4.8/5
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors

Current Partners in Mississippi

City of Yazoo City

City of Okolona

City of Greenville

City of Greenwood

City of Pascagoula





For more information contact

Emilie Zalfini

Director, Regional Water Team

724-749-1060

EZalfini@UtilitySP.net

NLC NATIONAL
LEAGUE
OF CITIES
CITIES STRONG TOGETHER

NLC Service Line
Warranty Program by  **HomeServe**

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into by and between the City of Hattiesburg, Mississippi ("**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, “**Indemnatee**”) 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 Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, 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 Indemnatee 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 Indemnatee 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: Deborah Denard Delgado
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39401
Email: dldenard@aol.com
Phone: (601) 545-4501

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 Mississippi, 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 above.

CITY OF HATTIESBURG

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 Hattiesburg
Term Sheet
March 30, 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, billing, 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 and/or curb box to the external wall of the home.
 - ii. 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 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.