

# CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

WORK SESSION  
June 13, 2011  
6:00 PM

## CALL TO ORDER BY MAYOR ROGERS

### 1 ROLL CALL BY THE CITY CLERK

### 2 NATIONAL LEAGUE OF CITIES SERVICE LINE WARRANTY PROGRAM

City Council will receive information regarding a National League of Cities Enterprise program that assists member city residents with the high cost of repairing broken or leaking water or sewer lines. For information, discussion and direction only.

### 3 UPDATE ON PROGRESS TOWARD ACHIEVEMENT OF COUNCIL GOALS

Staff will provide an update on the progress that has been made toward achieving the goals for Fiscal Year 2010-11, which were developed by the City Council during their budget planning retreat held on November 30, 2009. The council will discuss and provide direction to staff.

### 4 ADJOURNMENT

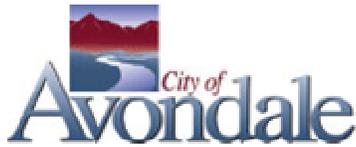
Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

Carmen Martinez  
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



# CITY COUNCIL REPORT

**SUBJECT:**

National League of Cities Service Line Warranty Program

**MEETING DATE:**

June 13, 2011

**TO:** Mayor and Council

**FROM:** David Fitzhugh, Assistant City Manager (623) 333-

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will present information regarding a National League of Cities Enterprise program that assists member city residents with the high cost of repairing broken or leaking water or sewer lines. This item is for discussion purposes only, no action is required.

**BACKGROUND:**

The National League of Cities (NLC) offers several city/resident oriented services through their Enterprise Program. Programs are available to help our residents (prescription benefits, service line warranty), save the city time and money (procurement card and purchasing alliance) and technical assistance (America Downtown and Citizen Survey). The City of Avondale currently participates in the Prescription Drug Discount Card Program.

The City of Avondale owns and operates water and sewer systems within rights-of-way and easements throughout the city. Residences and businesses connect to the city system with service lines. The property owners are responsible for maintenance and/or repairs of the structure water/sewer line to the water meter or point of sewer connection at the right of way line. Many residents are unaware of their responsibilities until such time as the lines need maintenance or fail. They are often frustrated when staff correctly informs them of their responsibilities and are financially shocked to learn these repairs may cost up to \$4,000. The NLC Service Line Protection Program through USO offers a low cost solution benefiting our residents with no adverse financial impact to the city.

USP offers a low-cost warranty that will provide repairs for a low monthly fee, with no deductibles or service fees. The work is performed by licensed, local plumbers who will call the customer within one hour of filing a claim. The repair is performed professionally and quickly, typically within 24 hours. USP provides a personally staffed 24/7 repair hotline for residents, 365 days a year. By endorsing the USP programs, the city is able to reduce resident's frustration over utility line failures by bringing them low-cost service options. NSP information states that 96% of survey respondents say that their image of the city is enhanced because the warranty program is offered as a service by the city. These programs also may generate extra revenue for the city through the royalty that is paid by USP to the city, should the Council elect this option.

**DISCUSSION:**

The implementation of this NLC sponsored warranty program will require the execution of two (2) agreements; 1) an Intergovernmental Agreement with the North Central Texas Council of Governments; and 2) and a marketing agreement with USP.

The North Central Texas Council of Governments (NCTCOG) completed a Request for Qualifications selection process satisfying the State of Arizona and City of Avondale procurement requirements. The NCTCOG executed a master contract with USP that allows other agencies the benefit of using their process to partner with USP. An Intergovernmental Agreement must be executed between the City of Avondale and the NCTCOG to enjoy this benefit.

The second agreement is between the City and USP. The agreement allows USP to use the city name/logo, in conjunction with USP's logo, on marketing materials sent to citizens. The city is, in effect, endorsing USP as the service provider for the warranty program. This agreement also includes a revenue-sharing clause where USP remits up to 12% of their revenue in exchange for the use of the City's logo and name in their marketing materials.

Should Council decide to pursue this program, staff will work with the City Attorney and USP to develop the two (2) agreements. The agreements will be brought back for Council approval in August 2011.

**BUDGETARY IMPACT:**

There is no budgetary impact.

**RECOMMENDATION:**

Staff seeks direction from Council. No action is required.

**ATTACHMENTS:**

Click to download

-  [NLC Endorsement Letter](#)
-  [USP Flyer](#)
-  [Frequently Asked Questions](#)
-  [NCTCOG Master Contract](#)

To strengthen  
and promote  
cities as centers  
of opportunity,  
leadership, and  
governance.



National League of Cities

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www.nlc.org

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Executive Director  
Donald J. Borut

Dear City Official:

The National League of Cities (NLC) is pleased to partner with Utility Service Partners, Inc. (USP) in offering the NLC Service Line Warranty Program. Our Service Line Warranty Program is an affordable home protection solution for your residents to help them deal with the financial burden of unanticipated utility line repair and replacement costs that are not the city's responsibility to repair. Some additional program benefits are:

- No cost for cities to participate
- Affordable rates for residents
- Repairs made by trusted local contractors
- Reduces local officials' frustration
- Increases citizen satisfaction

We selected this program because of two outstanding features. First, by endorsing the NLC Service Line Warranty Program, the city generates extra revenue. USP will pay the city a royalty on every dollar collected. The Program generates an on-going, sustainable source of revenue for the city. Second, the program helps stimulate the local economy. USP uses local contractors to complete the repairs, which helps keep money in the local economy.

Some other things to consider in evaluating our Service Line Warranty Program are: 1) USP pays for the repairs, not your residents, 2) all repairs are performed to local code, 3) customers are provided with a 24/7 customer service repair hotline, and 4) USP is responsible for all aspects of the program including marketing, billing, customer service, and performing all repairs.

The Warranty Program came to the attention of the NLC through a grass roots effort that began in West Virginia, Illinois, Oklahoma and Texas. Participating cities have been delighted with the program and eagerly endorsed it to the NLC.

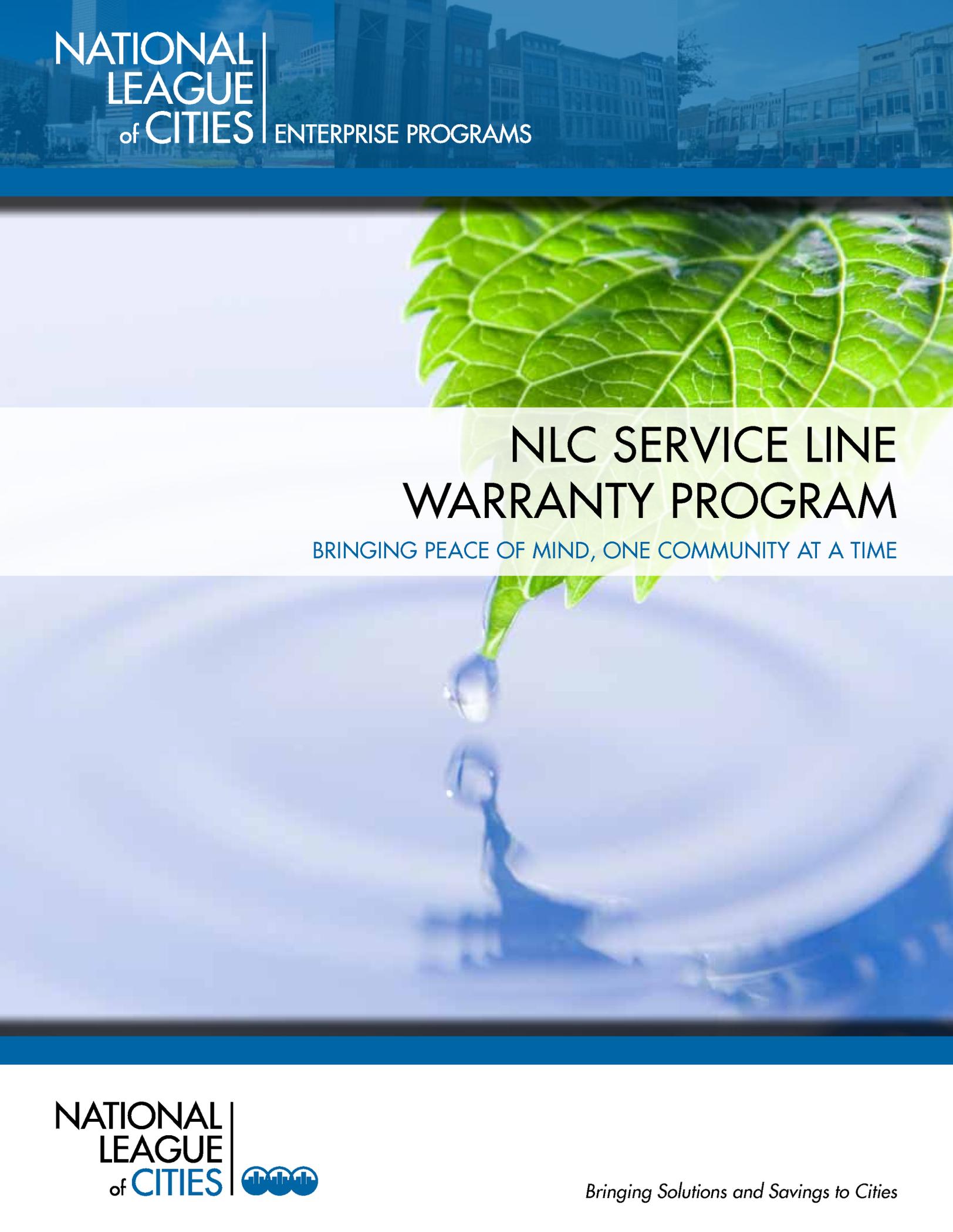
When you participate in an NLC-endorsed program, you have the satisfaction of knowing that the NLC staff is working with the service provider to offer superior service. We are here to help cities participate in the program and make sure the program works for you. I strongly encourage you to consider NLC for *solutions, service and savings*.

For more information about the NLC Service Line Warranty Program, contact Denise Belser, NLC Program Director, at [belser@nlc.org](mailto:belser@nlc.org) or (202) 626-3028. I also invite you to visit the Enterprise Programs section of NLC's website at [www.nlc.org](http://www.nlc.org).

Sincerely,

Donald J. Borut  
Executive Director

Post Presidents: John DeStefano, Jr., Mayor, New Haven, Connecticut • Brian J. O'Neill, Councilman, Philadelphia, Pennsylvania • Directors: Ulysses Z. Addison, Jr., Councilmember, Baton Rouge, Louisiana • David Baker, Mayor, Kenmore, Washington • Geoffrey C. Beckwith, Executive Director, Massachusetts Municipal Association • M. Margaret Bales, Commissioner, Lauderdale, Florida • Charles A. Blango, Alderman, New Haven, Connecticut • William G. "Bill" Brooks, Mayor, Belle Isle, Florida • Kenneth H. Bullock, Executive Director, Utah League of Cities and Towns • Jim Byard, Jr., Mayor, Prattville, Alabama • Gary W. Campbell, City Director/Vice Mayor, Fort Smith, Arkansas • Sheri Capehart, Councilmember, Arlington, Texas • Nancy G. Carler, Council Member, Charlotte, North Carolina • Brad Cole, Mayor, Carbondale, Illinois • Sandra Colvin-Roy, Council Member, Minneapolis, Minnesota • John F. Cook, Mayor, El Paso, Texas • Mildred C. Crump, Council President, Newark, New Jersey • Joe Davis, Sr., Alderman, Milwaukee, Wisconsin • Gretchen Driskell, Mayor, Safford, Michigan • Larry G. Frang, Executive Director, Illinois Municipal League • Dan Furlado, Councilmember, Campbell, California • John A. Garner, Jr., Executive Director, Pennsylvania League of Cities and Municipalities • Paul M. Gresham, Councilmember, Centerville, Ohio • Miriam Hair, Executive Director, Municipal Association of South Carolina • Rap Hankins, Council Member, Trowood, Ohio • Terry B. Henderson, Mayor Pro Tem, La Quinta, California • Edna Branch Jackson, Mayor Pro Tem/Alderman at-Large, Savannah, Georgia • Dennis Kavanaugh, Councilmember, Mesa, Arizona • Greg Lemke, Council Member, Moorhead, Minnesota • George Lewis, Executive Director, Mississippi Municipal League • Myron Lowery, Council Member, Memphis, Tennessee • Michael McCauley, Executive Director, League of Oregon Cities • James F. Miller, Executive Director, League of Minnesota Cities • Mark Mitchell, Councilmember, Tempe, Arizona • Garret L. Noncalas, Mayor, Caldwell, Idaho • Ron Nafinsky, Councilmember, Dallas, Texas • Laura W. Padgett, Councilmember, Wilmington, North Carolina • Randall W. B. Purvis, Council Member, Colorado Springs, Colorado • Ed P. Reyes, Councilmember, Los Angeles, California • Gene Schuster, Alderman, Chicago, Illinois • John Spring, Mayor, Quincy, Illinois • Sharyn T. Tallman, Councilor, Parkersburg, West Virginia



# NLC SERVICE LINE WARRANTY PROGRAM

BRINGING PEACE OF MIND, ONE COMMUNITY AT A TIME

# NLC SERVICE LINE WARRANTY PROGRAM

## BRINGING PEACE OF MIND, ONE COMMUNITY AT A TIME

### HOME PROTECTION SOLUTION

The NLC Service Line Warranty Program, administered by Utility Service Partners, Inc. (USP), is an affordable home protection solution for your residents offered at no cost to the city. It helps city residents save thousands of dollars on the high cost of repairing broken or leaking water or sewer lines. The city also receives a share of the revenues collected.



### PEACE OF MIND

Residents, who have not set aside money to pay for an unexpected, expensive utility line repair, now have an opportunity to obtain a low-cost warranty that will provide repairs for a low monthly fee, with no deductibles or service fees. The work is performed by licensed, local plumbers who will call the customer within one hour of filing a claim. The repair is performed professionally and quickly, typically within 24 hours. USP provides a personally staffed 24/7 repair hotline for residents, 365 days a year.

### BENEFITS

- NO COST to your city
- Generates revenue for your city
- Affordable rates for residents
- 24/7 customer service
- Trusted local contractors
- Simple implementation process
- Fewer citizen complaints
- Repairs performed to local code

### IMPLEMENTATION PROCESS

The program will be offered to all cities in the 48 contiguous states and rolled out over an 18-month period in six-month intervals. Once your city agrees to participate in the program, start up is simple. The program is designed for a quick launch, taking up little of your city employees' valuable time. USP administers the program and is responsible for marketing, billing, customer service, and performing all repairs to local code.

### MORE INFORMATION

To learn more about this program, visit NLC's website at [www.nlc.org/enterpriseprograms](http://www.nlc.org/enterpriseprograms) or contact Denise Belser, Program Director, at [belser@nlc.org](mailto:belser@nlc.org) or (202) 626-3028. The program is currently available in West Virginia and Oklahoma. Call your State League or NLC to sign up for the program.

This program is offered by Utilities Service Partners, Inc. (USP). USP is solely responsible for the implementation and operation of the program.

## UTILITY SERVICE PARTNERS

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### How long has the company been in business?

The company was originally formed in 1998 within Columbia Energy to provide service line warranties for its utility customers. USP was formed in September 2003 to purchase Columbia Service Partners from Columbia Energy. USP continues to expand the product offerings and grow the business through city and utility partnerships. USP is a proud member of the Better Business Bureau.

## PROGRAM

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### Is this program available everywhere?

The NLC Service Line Warranty Program will be introduced throughout the continental United States in phases over the next 18 months. Please see our National Roll-Out Schedule map for details regarding your state.

### How are our citizens notified of the program?

USP mails each resident a campaign letter which outlines the cities' endorsement, followed by a reminder letter two weeks later to ensure the highest response rate. USP only solicits through direct mail — no telemarketing is ever employed. All homeowners will have the option to enroll in the program, regardless of the age of their residence.

### What cooperation will be needed from the cities?

USP desires to enter into a co-branded marketing services agreement with each city. The agreement provides for the use of the city name/logo, in conjunction with USP's logo, on marketing materials sent to citizens. The city is endorsing USP as the service provider for the warranty program.

### When do you solicit residents?

Through the years, we have found the optimal times to invite citizens to participate are in the Spring and Fall of each year.

### Does NLC or USP sell or rent the personal information of residents that enroll in the program?

No. Neither the NLC nor USP will sell or rent the names of prospective customers or participants.

### How much does the resident pay for this service?

Each warranty is sold separately and the price range is generally between \$4 and \$5 a month per product.

## BENEFITS

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### How much will residents save by using the warranty program?

While costs for water line and sewer line repairs can vary, the average cost of repairing a broken water line or sewer line may range from \$1,200 to over \$3,500.

### Will this program cost the city any money?

Not a cent. USP pays for all marketing materials and program administration. Furthermore, USP will pay the city a royalty for every resident that participates in the program!

### What benefit does the city receive from endorsing these programs?

By endorsing the USP programs, the city is able to reduce resident's frustration over utility line failures by bringing them low-cost service options. 96% of survey respondents say that their image of the city is enhanced because the warranty program is offered as a service by the city. These programs also generate extra revenue for the city through the royalty that is paid by USP to the city. Finally our programs help to stimulate the local economy. USP only uses local contractors to complete the repairs which helps to keep the dollars in the local community.

## RESPONSIBILITIES

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### Who administers the program?

Utility Service Partners (USP) administers the program and is responsible for all aspects of the program including marketing, billing, customer service, and performing all repairs to local code.

### What are the city's responsibilities?

We ask each city to work with USP to provide the following; 1) a copy of the city seal, if available, for the solicitation letterhead 2) the city's return address for outer envelope (this ensures a high "open-rate") 3) the name, title and signature sample of the designated solicitation signor and 4) the appropriate zip codes of the city to allow USP to purchase a mailing list of the residents.

### Why does the city have to provide a city seal, address and signature?

We have found that while the letter is written in such a manner as to leave no doubt that it is a USP program (the USP logo is on the enrollment form), the city address drives a very high "open-rate" and the city seal and signature lend credibility to the offer, thus driving a much higher enrollment rate.

## Will we get a lot of calls from citizens when they get the letter?

A press release provided by USP and issued prior to the first mailing will help alleviate citizen concerns, which should result in nominal calls to city hall.

## PRODUCTS

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### How will citizens know what is covered?

All customers receive a set of terms and conditions upon enrollment in a utility warranty program. They have 30 days from the date of enrollment to cancel and receive a full refund.

### What items are included as part of the water line warranty?

The external water warranty covers the underground service line from the point of connection to the city main line to the water meter. It also covers the underground service line between the water meter and the exterior foundation of the home. If any part of the line is broken and leaking, USP will repair or replace the line in order to restore the service. Coverage caps listed in the terms & conditions are per occurrence as follows:

\$4,000 plus an additional \$500 for public sidewalk cutting, if necessary

### What items are included as part of the sewer line warranty?

The external sewer line warranty covers the underground service line from the point of connection to the city main line to the point of entry to the home. If any part of the line is broken and leaking, USP will repair or replace the line in order to restore the service. Coverage caps listed in the terms & conditions are per occurrence as follows:

\$4,000 plus an additional \$4,000 for public street cutting, if necessary

### The Coverage Cap looks adequate but is there an annual or lifetime restriction on how much you will pay to repair?

No. Unlike some other warranties available, we provide you with the full coverage per incident. We will pay up to your coverage amount each and every time you need us. We do not deduct prior repair expense from your coverage cap or limit the amount we will pay annually.

### Doesn't Homeowner's Insurance cover this type of repair?

Typically, no. Most homeowner policies will pay to repair the damage created by failed utility lines but they generally do not pay to repair the actual broken pipes or lines. We encourage you to call your insurance company to determine your actual coverage.

## Is soil movement due to ground shifting covered?

Yes, ground shifting is one of the major causes for water line breaks. If the line is broken and leaking, the repair is covered under the warranty.

### Who replaces landscaping if damaged?

USP will provide basic restoration to the site. This includes filling in the holes, mounding the trench (to allow for settling) and raking and seeding the affected area. Restoration does not include replacing trees or shrubs or repairing private paved/concrete surfaces. This is outlined in the terms & conditions sent to the customer.

### What building codes will you adhere to?

If the line is broken and leaking, USP will repair or replace the leaking portion of the line according to the current code. However, USP is not responsible for bringing working lines up to code that are not in need of repair.

## CUSTOMER SERVICE

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### Will a citizen have a long hold time when reporting a claim?

No. Repair calls receive the highest priority and are answered 24/7. Repair calls are connected to a live agent through a voice recognition unit (VRU).

### Will the customer always get a live operator when they call?

Yes. Customers are directed to select to speak with either a service or claims agent and will then be directed to a live Agent.

### What is the claims process?

Program participants call a toll-free USP number to file a claim. USP selects the contractor, who is required to contact the customer within one hour of receiving the job to schedule a time to begin the repairs. Typically, repairs are completed within 24 hours. Emergencies receive priority handling.

## CONTRACTORS

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### Who performs the repair work?

USP retains *local*, professional plumbers to perform all the service line repair work.

### How selective are you when choosing contractors to conduct repairs?

USP only selects contractors who share our commitment to excellence in customer service. Scorecards are maintained for each contractor, tracking the customer satisfaction rating for work performed. Customer feedback is shared with our contractors and any contractor with a low customer satisfaction rating is removed from the network.

**Master Contract**  
**By and Between Utility Service Partners Private Label, Inc.**  
**& North Central Texas Council of Governments**

This Contract ("Contract") is made and entered into as of January 27, 2011 by and between Utility Service Partners Private Label, Inc. ("USP") a Delaware corporation, with offices at 11 Grandview Circle, Suite 100, Canonsburg, Pennsylvania 15317 and North Central Texas Council of Governments ("NCTCOG"), a Texas political subdivision and non-profit corporation with offices at 616 Six Flags Drive, Center Point Two, Arlington, Texas 76011, for the purpose of providing water service line and/or sewer service line protection programs as more fully defined below.

**Preamble**

USP provides utility service line repair coverage to homeowners for water lines and/or sewer lines as part of a line repair protection program. NCTCOG is duly authorized to provide governmental services within its sixteen (16)-county region and in the State of Texas. Both USP and NCTCOG desire to set forth in writing the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Purpose. NCTCOG agrees to retain USP and USP agrees to provide various services more fully described herein to participating member cities and other governmental entities including special purpose districts ("member entities") as set forth in various separate and independent Letters of Engagement between USP and participating member entities of NCTCOG. USP warrants that the services to be provided shall be performed with a high degree of competence and expertise, skill, experience, and in a professional business-like manner.
2. Term. This Contract is effective beginning January 27, 2011. The initial term of the contract shall be for a three year period and shall be renewable automatically each year thereafter for a maximum of three (3) one (1)-year terms for a possible six (6) years total term unless otherwise terminated as provided herein. The renewal agreements shall be on the same terms and conditions as the primary term unless otherwise agreed by the parties.
3. Agreement. This Contract and the attached and incorporated addenda, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract.

4. Scope of Work.

**A. USP agrees to:**

- Provide water and/or sewer line protection services to subscribing homeowners or property owners residing in the member entities and in accordance with the terms of the Letter of Engagement with each member entity.
- Be solely responsible for marketing the program to citizens of the subscribing member entities and fielding any inquiries regarding the protection program or the claims process.
- Select qualified contractors to perform service calls and ensure repairs are completed. Contractor lists are subject to review by each member entity.
- Provide customer service on a continual basis: 24 hours a day, 7 days a week.
- Provide a means for customers to submit comments or complaints regarding contractors.
- Be a member of the Texas Better Business Bureau by the time the service is started.
- Accept payments directly from the homeowners/property owners.
- Provide member entities with payment for the use of their logos in marketing the program to its citizens in accordance with each individual agreement with the member entities.
- Provide payment to NCTCOG for coordinating the shared services program in accordance with the attached Addendum.
- Provide a response time window for contractors to respond to homeowner/property owner inquiries.

**B. NCTCOG agrees to:**

- Act as a facilitator of the services described herein with the understanding that USP's direct obligations for delivery of services shall be as set forth herein and in the various Letters of Engagement with member entities.
- Cooperate and coordinate as reasonably necessary with USP during the implementation and review process of this program.
- Market the shared services program as mutually agreed between the parties.

5. Remuneration. USP agrees to compensate member entities participating in the protection program through payment of 12% of all collected revenues for subscriptions sold during the year, paid annually at the end of each calendar year during which a subscription remains in effect. Payment arrangements and other compensation details will be set forth in the separate Letters of Engagement between USP and the member entities. An administrative fee shall be paid by USP to NCTCOG for each agreement signed through the NCTCOG ("interlocal agreement") that results in a separate Letter of Engagement between USP and a member entity. Payments to NCTCOG for its administrative services and responsibilities set forth herein shall be in accordance with the attached Addendum. Notwithstanding anything to the contrary in this Contract, payment by USP to member entities and NCTCOG is contingent upon

USP receiving timely payment from subscribing homeowners/property owners residing within member entities that have entered into a Letter of Engagement with USP. If for any reason member entities and/or NCTCOG do not receive payment due from USP for revenue that it has collected from homeowner/property owner subscriptions in accordance with this contract and the separate contracts with member entities, USP or NCTCOG may terminate this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Under no circumstances shall NCTCOG be considered a guarantor for payment or performance obligations under any of the Letters of Engagement between USP and the member entities.

6. Confidentiality. To the extent permitted by law, USP agrees that all knowledge and information that USP may receive from NCTCOG/Member Entities, their employees, their member's employees, or by virtue of the performance of services under and pursuant to this agreement, and all information provided by USP to NCTCOG in reports of work done, together with any other information acquired or gained by USP, shall for all time and for all purposes be regarded by USP as strictly confidential and shall be held by USP in confidence, and solely for the benefit and use of NCTCOG, and shall not be used by USP directly or indirectly for any reason except with the prior written permission of NCTCOG. The foregoing obligation will not apply to information that is already in the public domain through no violation of this confidentiality obligation, was already in the possession of USP or NCTCOG, as applicable, and not subject to a confidentiality obligation, or is independently developed by USP or NCTCOG, as applicable, without reference to any confidential information disclosed by one to the other.
7. Assignment. This Contract and all addenda attached hereto now or in the future shall not be assignable by either party without the prior written consent and approval of both parties.
8. Conflict of Interest. During the term of this Contract, and all extensions hereto and for a period of one year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other person or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
9. Contract Amendment. This Contract may be amended only by the mutual agreement of the parties in writing which amendment shall be attached to and incorporated into this Contract. Unless otherwise agreed, the terms and conditions of this Contract shall be incorporated into any and all amendments.
10. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail**,

**return receipt requested.** Notice shall be sufficient if made or addressed as follows:

Utility Service Partners Private Label, Inc.	North Central Texas Council of Governments
Attn: Brad Carmichael	Attn: Monte Mercer
Vice President, Business Development	Deputy Executive Director
11 Grandview Circle, Suite 100	616 Six Flags Drive
Canonsburg, PA 15317	Arlington, TX 76005

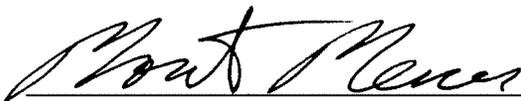
11. Relation of Parties. It is the intention of the parties that NCTCOG be independent of USP and not an employee, agent, joint venturer, or partner of USP, and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between USP and NCTCOG, or USP and any of NCTCOG's agents or employees.
12. Hold Harmless. Both parties to the extent allowed by law shall protect and hold harmless the other party from any and all, liabilities, judgments, losses, claims, assessments, suits in law or in equity, expenses, attorney's fees, and damages arising from the other party's negligent acts or omissions, failure to perform its obligations under this Contract as well as any actual or alleged infringement of any United States or foreign patent, trademark or copyright in connection with this Contract..
13. Termination. This Contract may be terminated prior to the expiration of the Term hereof by either party for any reason upon thirty (30) days prior written notice to the other party and/or as follows:
  - By NCTCOG upon 30 days written notice to USP if the work/services provided by USP are not reasonably satisfactory and USP fails, after receipt of reasonable notice and opportunity to cure, to remedy such failures;
  - By mutual written agreement of the parties; or
  - By either party immediately if the other party commits a material breach of any of the terms of this Contract and no remedial action can be agreed upon by the parties.
14. Master Contract. This Contract may be utilized as a Master Contract. This means that USP and NCTCOG may enter into one or more agreements in the future by signing Addendums for services with various USP divisions and affiliates. The general terms and conditions contained in this Contract will serve to outline the working relationship between USP and NCTCOG with respect to future Addendums. The specific terms and conditions of the Addendums will govern future individual agreements. In case of a conflict between this Master Contract and any future addendums, the provisions of the addendums will prevail.
15. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or

unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

16. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Tarrant County, Texas.
17. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
18. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, USP and NCTCOG have executed this Contract to be effective on the date specified in Article 2. Term above:

North Central Texas Council of Governments



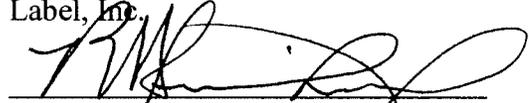
AUTHORIZED SIGNATURE

Monte Mercer

PRINTED NAME

TITLE

Utility Service Partners Private  
Label, Inc.



AUTHORIZED SIGNATURE

BRAD CARMICHAEL

PRINTED NAME

Vice President

TITLE



AUTHORIZED SIGNATURE

PHILIP E. RILEY, JR.

PRINTED NAME

PRESIDENT & CEO

TITLE

**Addendum to Master Contract  
Between Utility Service Partners Private Label, Inc.  
& North Central Texas Council of Governments**

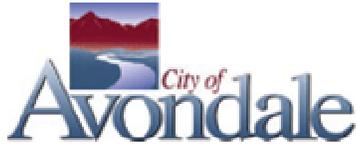
**Addendum 1**

Remuneration to the Member Entity shall be as follows:

- USP agrees to compensate member entities participating in the protection program 12% of all collected revenues for subscriptions sold during the year, paid annually at the end of the calendar year.
- Payment arrangements and other compensation details are set out in the separate Engagement Letter between USP and the member entities.

Remuneration to NCTCOG shall be as follows:

- NCTCOG will receive a one-time, administrative fee of \$800 for each Interlocal Agreement (ILA) signed through the NCTCOG that results in a separate Engagement Letter between USP and the member entity. Payments are to be made by USP to NCTCOG on a quarterly basis.



# CITY COUNCIL REPORT

**SUBJECT:**

Update on Progress Toward Achievement of Council Goals

**MEETING DATE:**

June 13, 2011

**TO:** Mayor and Council

**FROM:** Charlie McClendon, City Manager (623) 333-1015

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Council met in a budget planning retreat on November 30, 2009 and developed goals and objectives for Fiscal Year 2010-2011. The goals were subsequently adopted by resolution on January 4, 2010.

**DISCUSSION:**

The goals and objectives developed and adopted by the City Council each year serve as the primary source of guidance for development of the City's annual budget. Additionally, the goals and objectives provide the basis for the City Manager's work plan as well as work plans for individual City departments.

**RECOMMENDATION:**

This item is presented for discussion and direction.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available