



COMMUNICATIONS MEMORANDUM
#6-2022

DATE: Aug. 22, 2022

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager 

FROM: Diana Wilson, Director of Communications 

SUBJECT: CR-132 – Service Line Warranty Contract Amendment

PURPOSE

To consider CR-132, a resolution approving a contract amendment with Service Line Warranties of America regarding the marketing of warranty programs to residents.

BACKGROUND

In 2011, the City entered into an agreement with SLWA, a company that offers residents optional coverage in the event of a water or sewer line break on their property. The agreement allows SLWA to use the City name and logo in marketing materials for Northglenn residents.

At its Aug. 8, 2022 meeting, City Council received an update on the agreement with Service Line Warranties of America (SLWA) and their services to Northglenn residents.

There are 2,162 Northglenn residents enrolled in the program; about 38% of eligible homeowners. There have been 1,168 covered repairs completed, which amounts to over \$1.2 million saved by residents. The SLWA customer satisfaction score, according to the company, is 4.83/5.

On Aug. 8, there was Council consensus to move forward with amending the marketing agreement to add water heater and in-home plumbing warranties.

There was also consensus to provide additional information on the City website and social media regarding the relationship between the City and SLWA to explain the service options to residents and provide transparency. The City Attorney would review the changes before they are implemented.

BUDGET/TIME IMPLICATIONS

Minimal time and budget impacts. Staff approves marketing mailers produced by SLWA seasonally and answers inquiries about the company from residents. Staff time spent on this partnership may increase slightly when more information is provided on City platforms.

The two new services would be available immediately to residents.

STAFF RECOMMENDATION

Staff recommends approval of CR-132.

STAFF REFERENCE

If Council members have any questions, please contact Diana Wilson, Director of Communications, at dwilson@northglenn.org or 303.450.8713.

CR-132 – Service Line Warranty Contract Amendment
First Amendment to Marketing Agreement

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-132
Series of 2022

Series of 2022

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE MARKETING AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND UTILITY SERVICES PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

WHEREAS, the City of Northglenn entered into a Marketing Agreement dated September 8, 2011 with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America to allow the use of the City's name and logos on marketing materials for the Service Line Warranty programs; and

WHEREAS, the City desires to supplement the Agreement with the First Amendment to add the in-home plumbing warranty and water heater warranty programs to the list of services advertised to Northglenn residents.

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

Section 1. The First Amendment to the Marketing Agreement between the City of Northglenn and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America, attached hereto as Exhibit 1, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2022.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") to the **MARKETING AGREEMENT** dated September 8, 2011 (the "Agreement") is entered into by and between **Utility Services Partners Private Label, Inc. d/b/a service Line Warranties of America**, and the **City of Northglenn, Colorado**. All capitalized terms used in this First Amendment not otherwise defined herein shall have the same meaning ascribed to them in the Agreement. This First Amendment shall be effective on the last signature date set forth below.

WHEREAS, the parties desire to amend the Agreement to add to the list of Products.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the Parties set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The following shall be added to Exhibit A of the Agreement and made available to the Residents:
 - c. Internal plumbing and drainage warranty
 - d. Water heater warranty (not currently included in the product list of the National League of Cities Service Line Warranty Program)"
2. Except for the list of available products under the Agreement, which may be modified from time to time by mutual agreement of the parties, any and all of the commitments and obligations of the parties are contained in the Agreement, and no modification, waiver or amendment of the Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party.

Except as otherwise modified or amended by this First Amendment, all other provisions, terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the Effective Date set forth above.

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

CITY OF NORTHGLENN

By: _____
Name:

Title:

Date:

By: _____
Name:

Title:

Date: