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To: Date: 3/29/19

THE COUNCIL

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

(Ana Guerrero) for

ERIC GARCE ITI Mayor BOARD OF PUBLIC WORKS MEMBERS

KEVIN JAMES

CECILIA CABELLO VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

AURA GARCIA COMMISSIONER

VACANT

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI

OFFICE OF THE BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET ROOM 361, CITY HALL LOS ANGELES, CA 90012

TEL: (213) 978-0261 TDD: (213) 978-2310 FAX: (213) 978-0278

http://bpw.lacity.org

March 13, 2019

BPW-2019-0189

Mayor Eric Garcetti Room No. 305 City Hall

Attn: Mandy Morales

Subject: MEMORANDUM OF AGREEMENT – LIECNSE AGREEMENT – SERVICE LINE

WARRANTIES OF AMERICA, INC.

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works recommends that the Mayor and City Council:

1. Authorize the Director of the Bureau of Sanitation to execute the proposed license agreement with Service Line Warranties of America, Inc. for using the City's seal as part of their Lateral Insurance Program.

FISCAL IMPACT

There is no impact to the General Fund.

Sincerely,

FOR FERNANDO CAMPOS,

Executive Officer, Board of Public Works

FC:CH

DEPARTMENT OF PUBLIC WORKS BUREAU OF SANITATION BOARD REPORT NO. 1 MARCH 13, 2019

CD: ALL

APPROVED BY THE BOARD
PUBLIC WORKS OF THE
CITY OF LOS ANGELES
CALIFORNIA
AND REFERRED TO THE MAYOR
MAR 1 3 2019

AND REFERRED TO THE CITY COUNCIL

Executive Officer
Board of Public Works

AUTHORITY TO AWARD AND EXECUTE A LICENSING AGREEMENT ALLOWING SERVICE LINE WARRANTIES OF AMERICA, INC. (SLWA) TO DISPLAY THE CITY SEAL WHEN ADVERTISING THEIR SEWER LATERAL INSURANCE PROGRAM TO LOS ANGELES CUSTOMERS

RECOMMENDATION

1. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Director of LA Sanitation and Environment (LASAN) be authorized to execute a License Agreement with Service Line Warranties of America, Inc. (SLWA) for using the City's seal as part of their Sewer Lateral Insurance Program.

TRANSMITTALS

- 1. Copy of the proposed License Agreement between the City of Los Angeles and SLWA.
- 2. Sample of the SLWA solicitation to be sent to City residents.

DISCUSSION

Background

The City of Los Angeles (City) has more than 6,700 miles of sewers in the wastewater collection system and approximately 700,000 private sewer laterals. Sewer laterals are pipes that connect the plumbing on private properties to the City's sewer system. These laterals are the responsibility of the property owner. Corrosion, extreme weather, and the settling or shifting of the ground can cause leaks and breaks in the laterals that can cause sewage to back up onto the owner's property. This can cause not only inconvenience for the property owner but health risks as well. It is then that many property owners discover that the sewer lateral is their responsibility and must bear the cost of repairs or replacement.

Furthermore, defects in these laterals allow tree roots to enter the laterals and enter the City's sewers, causing sewer spills, plus increased repairs and maintenance for the City. These repairs and maintenance are a significant expense for the City.

Facilitating a sewer insurance program helps to make both routine maintenance and emergency repair/replacement of laterals more affordable to Los Angeles residents, encouraging them to keep their laterals in good condition. This will save the residents as well as the City significant expenses associated with damaged laterals.

BUREAU OF SANITATION BOARD REPORT NO. 1 MARCH 13, 2019

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SLWA is a nation-wide company that offers insurance plans to homeowners for a variety of items not covered by traditional homeowner's insurance, including sewer house connection laterals. An enrollment offer for insurance coverage of the sewer lateral will be sent from SLWA directly to the residents. Those interested in the program may sign up and will receive direct billing and information from SLWA. Under this license agreement, the City's seal/logos would be on the solicitation letter but the City will be held harmless from claims (indemnified).

Benefits to property owners include a 24 hours per day, 365 days per year claims hotline (including holidays). Repairs are covered by SLWA for a period of one year and are performed by local contractors that are fully vetted, licensed, and insured. There is no need for a homeowner to search for a contractor in an emergency. The coverage is affordable with no deductible or trip fees and has a 30-day money back guarantee with the ability to cancel at any time.

In return for the use of the City's seal, the City negotiated a 7% reduction in the monthly premiums for LA residents who participate in this program as well as an increased coverage limit of \$12,000 for the duration of the Licensing Agreement

Table 1: Plan Coverage and Pricing

Product	Annual Calls	Annual Coverage	Monthly Cost	
Sewer Service Line	Unlimited	\$12,000	\$9.06	

Based on LASAN's investigation and research with other municipalities, SLWA has the best record of customer satisfaction and ease of use. In addition, SLWA made a presentation to Southern California Public Power Authority (SCPPA) members on a Home Service Warranty program. The City is a member of SCPPA. San Diego is a member of SCPPA and currently has a contract with SLWA. Pursuant to Los Angeles City Charter Section 371(e)(8), no competitive bid is required for this agreement with SLWA in light of its existing agreement with San Diego and, pursuant to Charter Section 372, a competitive proposal is not reasonably practicable or compatible with the City's interests.

PROPOSED TERM OF AGREEMENT

The proposed Licensing Agreement term will be for five (5) years, with a possibility of two five-year renewal options.

CITY CONTRACTING REQUIREMENTS

SLWA shall be required to comply with City ordinances, policies, and requirements regarding contracting as stated in the Licensing Agreement.

CONTRACTOR RESPONSIBILITY ORDINANCE

All contractors utilized by SLWA to provide services to property owners or residents are required to be in good standing and licensed through the California Department of

BUREAU OF SANITATION BOARD REPORT NO. 1 MARCH 13, 2019

Page 3

Consumer Affairs, Contractor's State Licensing Board and must also meet the bonding and insurance requirements of SLWA.

LOS ANGELES RESIDENCE INFORMATION

The headquarters of SLWA is 601 Merritt 7; Norwalk, CT 06851. The Chief Executive Officer is Tom Rusin who can be reached at (203) 356-4205 or Tom.Rusin@SLWAusa.com. SLWA does not perform the repair work themselves. All repair work is contracted to local contractors.

APPROVED AS TO FORM

The proposed License Agreement has been written and approved by the Office of the City Attorney.

CONTRACT ADMINISTRATION

Responsibility for the administration of this License Agreement will reside with the Wastewater Engineering Services Division (WESD) of LASAN.

STATUS OF FINANCING

There is no impact to the General Fund. The Licensing Agreement defines the responsibilities of the parties, with no additional funding required.

(AP EPS LBM SK)

Respectfully submitted,

ENRIQUE & ZALÓIVAR, P.E. Director and General Manager

Bureau of Sanitation

Date

Prepared by: Melody Reid, WESD (323) 342-6239

TRANSMITTAL 1

LICENSING AGREEMENT BETWEEN THE CITY OF LOS ANGELES, BUREAU OF SANITATION AND SERVICE LINE WARRANTIES OF AMERICA, INC.

This Licensing Agreement (Agreement or Licensing Agreement) is made and entered into between the City of Los Angeles, Bureau of Sanitation (CITY), with its principal place of business located at 1149 S. Broadway Street, Suite 900, Los Angeles, California 90015, and Service Line Warranties of America, Inc., (SLWA), a subsidiary of HomeServe USA Corp. with its principal office located at 11 Grandview Circle, Suite 100, Canonsburg, PA 15317.

RECITALS

- A. WHEREAS, the sewer line (sewer lateral) between the CITY's municipal sewer lines and the point of entry to the residential structure on residential private property is owned by the property owner(s);
- B. WHEREAS, SLWA is in the business of providing and/or administering a warranty service to sewer laterals/service connection;
- C. WHEREAS, SLWA is the provider for the National League of Cities' Service Line Warranty Program and provides sewer line warranties to participating residents in partner cities;
- D. WHEREAS, San Diego has an agreement with SLWA for a term, expiring June 21, 2022;
- E. WHEREAS, pursuant to Los Angeles CITY Charter Section 371(e)(8), no competitive bid is required for this agreement with SLWA in light of its existing agreement with San Diego and, pursuant to Charter Section 372, a competitive proposal is not reasonably practicable or compatible with the CITY's interests;
- F. WHEREAS, SLWA desires to market SLWA's sewer lateral/sewer service line warranty program to PROPERTY OWNERS or RESIDENTS of single family homes located in the CITY;
- G. WHEREAS, SLWA asserts that it will not use subcontractors for the purposes of this Agreement, though it will use them to perform services for its warranty program customers;
- H. WHEREAS, this Agreement serves a public purpose by promoting education of PROPERTY OWNERS or RESIDENTS about the potential problems that roots can cause in their sewer laterals, and offering a solution to these unexpected and expensive sewer lateral repairs in the form of a warranty;
- I. WHEREAS, this Agreement serves the CITY's municipal interests by reducing the intrusion of roots into the CITY's wastewater collection system via residential private

sewer laterals, thus reducing potential sewer blockages and overflows from the CITY's wastewater collection system for which the CITY has financial and legal responsibility, including, but not limited to regulatory enforcement actions and litigation regarding allegations of inverse condemnation;

- I. WHEREAS, the CITY has a municipal interest in sound sewer lateral maintenance practices;
- J. WHEREAS, Los Angeles Municipal Code Section 63.108 prohibits the use of the CITY seal by non-entities for non-CITY purposes, unless the proposed, licensed use serves a public purpose; and
- K. WHEREAS, the City and SLWA desire to enter into this Licensing Agreement.

Section 1. Definitions

The following terms shall have the following meanings whenever used in this Agreement:

- 1.1 CITY (licensor) means the City of Los Angeles, Bureau of Sanitation, with its principal place of business located at 1149 S. Broadway Street, Suite 900, Los Angeles, California 90015
- 1.2 LICENSING FEE means funds due to CITY which are applied by SLWA to reduce premiums for participating PROPERTY OWNERS OR RESIDENTS.
- 1.3 PROPERTY OWNER or RESIDENT means a property owner or resident, respectively, of property inside the boundaries of the CITY, to whom SLWA provides SERVICES, and/or potential customers in the CITY to whom SLWA seeks to provide SERVICES.
- 1.4 SERVICES mean the warranty program (including any work performed under that program) that is being provided to PROPERTY OWNERS OR RESIDENTS by SLWA. In providing the SERVICES, SLWA will be supported and assisted by its corporate affiliates.
- 1.5 SLWA (licensee) means Service Line Warranties of America, Inc., (SLWA), a subsidiary of HomeServe USA Corp. with its principal office located at 11 Grandview Circle, Suite 100, Canonsburg, PA 15317.
- 1.6 YEAR means each twelve month period beginning with the effective date of this Agreement.

Section 2. Terms

2.0 <u>Term Length.</u> Based upon the preceding facts, and in consideration of the mutual

covenants set forth in this Agreement, the CITY and SLWA agree that the term of this Agreement shall start on the date of execution by the CITY and SLWA following all necessary approvals, and shall continue for five (5) years or until June 21, 2022, and can be extended for another five (5) years upon both parties agreement, unless otherwise terminated as provided herein. The terms of this contract can be renewed for another five (5) years after the completion of the second term.

- 2.1 <u>Rate Adjustment.</u> SLWA may review the premiums after year two for an adjustment amount not to exceed fifty (\$.50) cents on the monthly premium in any twelve (12) month period. Rate adjustment to be approved by both parties.
- 2.2 <u>Maximum Coverage Amount.</u> The maximum coverage amount per call shall be ten twelve thousand dollars (\$120,000), with an unlimited annual coverage amount.

Section 3. Licensing Fees and Reduction in Premiums

- 3.1 <u>License Fees and Reduction in Premiums.</u> In consideration of the use of the CITY's name and Seal and the rights, benefits, and privileges granted to SLWA in this Agreement, pursuant to the terms of this Agreement, SLWA agrees to reduce the collective premiums for PROPERTY OWNERS or RESIDENTS who sign up for SLWA's SERVICES by seven percent (7%)This premium discount for the annual LICENSING FEE shall continue annually until the end of the agreement. As a result of the premium discount resulting from the LICENSING FEE, the initial monthly charge for the external sewer line warranty will be nine dollars and six cents (\$9.06).
- 3.2 <u>False Claims Act.</u> SLWA acknowledges that it is aware of liabilities resulting from submitting false claims to the CITY under the California False Claims Act (Cal. Gov. Code 12650 et.seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.
- 3.3 <u>Sales Reports</u>. SLWA shall provide to the CITY data and records to support its quarterly sales reports in electronic and hardcopy formats. SLWA shall maintain such data and records for a period of not less than seven (7) years following the conclusion of this Agreement or the termination of this Agreement as provided herein.

Section 4. Licensing Fee Rights and Benefits

The CITY shall provide SLWA the following Licensing Fee Rights and Benefits for the Term of this Agreement:

4.1 SLWA shall make the following statement on all of its promotional documents that reference the CITY or any of its constituent departments or bureaus, including but not limited to bearing the name, seal, or identifier of the CITY or any CITY department: "The City of Los Angeles makes no endorsement or approval of SLWA or its agents or

representatives." This disclaimer must be legible and appear in the same font and size as other contents of promotional and marketing documents. SLWA shall use this language in promotional and marketing efforts including press releases, stories, features and other publicity initiated by SLWA or the CITY. SLWA shall not be referred to as a "partner" of the CITY or any other similar reference that expresses or implies the CITY's approval or endorsement.

- 4.2 At SLWA's discretion, SLWA's marketing materials may indicate SLWA's use of the CITY Seal to other public entities so long as such statements do not state (expressly or impliedly) any preference by the CITY or that the CITY is a partner. SLWA is prohibited from using the CITY Seal after the contract has ended. All promotional and marketing efforts shall comply with applicable law, including Los Angeles Municipal Code (LAMC) section 42.14 and California advertising laws, including that advertising may not be false or misleading.
- 4.3 Non-Exclusive License. The CITY grants SLWA a non-exclusive license to use the CITY's name and CITY Seal on letterhead, CITY approved SLWA marketing materials, or website developed by SLWA, to be sent to or used by PROPERTY OWNERS OR RESIDENTS and as set forth in this document, PROPERTY OWNERS OR RESIDENTSall at SLWA's sole cost and expense. Use of the CITY Seal or other City department identifier other than as set forth in this document is subject to SLWA's receipt of the CITY's prior written approval for such use.
- 4.4 <u>Limited Use</u>. SLWA shall have the right to conduct three advertising/marketing campaigns annually for the sale of its warranties. Each campaign shall be limited to two separate mailings and no other advertising or marketing, unless SLWA receives prior written approval from the CITY. Such material shall be submitted for CITY review no less than ten (10) business days prior to its proposed release to the public.
- 4.5 Promotional Materials and Prior Approval. The CITY will work with SLWA to develop press releases, stories, features and other publicity about the Licensing Agreement for distribution to local, regional and national newspapers and wire services. SLWA agrees to submit to the CITY for its prior written approval, all logos, advertisements, promotional materials, promotional campaigns, product placement and appearance, and any and all other materials that represent SLWA's efforts to publicize or promote the rights and benefits granted to it under this Agreement. Such material shall be submitted no less than ten (10) business days prior to its proposed release to the public. The CITY shall not unreasonably withhold or delay approval subject to applicable law. The CITY may request changes at any time after approval, and SLWA agrees to work with the CITY to incorporate reasonably requested changes to any approved materials. Notwithstanding the CITY's prior written approval of the items listed above, SLWA will indemnify, defend and hold harmless the CITY pursuant to paragraph 10.2 of this Agreement if a claim, demand, obligation, cause of action and/or lawsuit is made against the CITY arising out of statements made by SLWA in its promotional materials.

Section 5. Subcontractors

5.1 All plumbing contractors, including any subcontractors, employees, and/or independent contractors as applicable, utilized by SLWA's corporate affiliates or used by SLWA to provide SERVICES to PROPERTY OWNERS or RESIDENTS shall be in good standing and licensed through the California Department of Consumer Affairs, Contractor's State Licensing Board. Contractors must also meet the bonding and insurance requirements of SLWA.

Section 6. No Privity of Contract with PROPERTY OWNERS or RESIDENTS

6.1 The CITY seal or CITY department identifier shall not appear on any customer agreements between SLWA and RESIDENTS. Any written agreement entered into between SLWA and RESIDENTS shall make clear that the CITY is not a party to the agreement between SLWA and RESIDENTS.

Section 7. Intellectual Property

- 7.1 <u>Licensing</u>. The CITY and SLWA shall each retain ownership of, and all rights, title and interest in and to, their respective intellectual property, and other than a limited license to use one another's marks in marketing and advertising in accordance with the terms of this Agreement, no license therein, whether expressed or implied, is granted by this Agreement. To the extent that the CITY and SLWA wish to grant to the other additional rights or interests in intellectual property, separate licensing agreements on mutually acceptable terms shall be executed.
- 7.2 Use of CITY Name and Logo. SLWA shall use the CITY's name or CITY Seal only as set forth in this Agreement, for the purpose of carrying out the terms of this Agreement, and not for any other purpose. Use of the CITY seal or other reference or identifier to the CITY or any CITY department may only be used on those materials related to SLWA's warranty for service to sewer laterals/service connections, and may not be used on materials that solicit or advertise for other services SLWA may offer (including but not limited to repair of water lines). Any use other than that specifically provided for by this Agreement requires the prior written consent and approval of CITY. SLWA shall not make use of the CITY's name or CITY Seal, or any other identifiers in any manner that would bring CITY, or any of its respective agents, representatives, employees or contractors into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. SLWA shall not use CITY's name or CITY Seal to incur any obligation or indebtedness on its own behalf, or hold itself out as being or representing CITY, or being endorsed or approved by the CITY. The obligations of SLWA under this paragraph will survive expiration or termination of this Agreement.
- 7.3 <u>Use of SLWA Name and Logo.</u> CITY shall use SLWA's name, seal, logo, and trademarks only as set forth in this Agreement, for the purpose of carrying out this

Agreement, and not for any other purpose. Any use other than that specifically provided for by this Agreement shall require the prior written consent and approval of SLWA. CITY shall not make use of the SLWA's name, seal, logo, trademarks, or any other identifiers in any manner that would bring SLWA, or any of its respective agents, representatives, employees or contractors into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. CITY shall not use SLWA's identifiers to incur any obligation or indebtedness on its own behalf, or hold itself out as being or representing SLWA. The obligations of CITY under this paragraph will survive expiration or termination of this Agreement.

Section 8. Insurance

- 8.1 SLWA shall, at a minimum, maintain, at its own expense, the following types of insurance coverage during the Term, including any renewal or extension, of the Agreement:
 - 8.1.1 Commercial General Liability Insurance (CGL) written on an occurrence basis which shall cover liability from personal injury or property damage caused, in whole or in part, by SLWA's acts or omissions or acts or omissions of those acting on SLWA's behalf, in the amount of at least one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of five million dollars (\$5,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured versus insured claims or contractual liability according to policy terms and conditions. All defense costs shall be outside the limits of the policy, where commercially reasonable. Policy subject to policy conditions and exclusions.
 - 8.1.2 Commercial Automobile Liability Insurance for all of the SLWA's automobiles, including owned, hired or non-owned automobiles ("any auto"). SLWA shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 current edition or a later version of this form, or an equivalent form providing coverage at least as broad, for bodily injury and property damage for a combined single limit of one million dollars (\$1,000,000) per each accident.
 - 8.1.3 Worker's Compensation Coverage for all of SLWA's employees who perform SERVICES and to the extent required by applicable state or federal law. SLWA shall keep in full force and effect, a Worker's Compensation policy. That policy shall provide a minimum of one million dollars (\$1,000,000) of employer's liability coverage, and SLWA shall provide an endorsement or provision that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents or representatives.
- 8.2 <u>Insurer Requirements</u>. All insurance required by the express provision of the Agreement shall be carried only by insurers rated at least "VI" or better by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that

have been approved by the CITY. The CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California, is shown on the current List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meets the rating requirements.

- 8.3 <u>Coverage</u>. This insurance shall cover all of the SLWA's employees or agents engaged in the performance of services to RESIDENTS. SLWA shall require that all subcontractors of SLWA and/or SLWA's corporate affiliates engaged in the performance of the Agreement maintain reasonable levels and limits of insurance coverage.
- 8.4 Additional Insured. SLWA shall name the CITY as an additional insured on all general and automobile liability policies required herein. SLWA shall require that all subcontractors of SLWA and/or SLWA's corporate affiliates shall likewise also name the CITY as an additional insured. The policies shall be primary and non-contributory to any insurance, as it relates to the CITY's operations that may be carried by the CITY, as reflected in a certificate, which shall be submitted to the CITY.
- 8.5 <u>Waiver of Subrogation</u>. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the CITY and its respective elected officials, officers, employees, agents or representatives for losses paid under the terms of this policy or these policies which arise from work performed by SLWA.
- 8.6 <u>Certificates.</u> SLWA shall, within twenty (20) days of execution of this Agreement, furnish the CITY with certificates of insurance for coverage as required herein. All certificates for each insurance policy required by this Article shall be signed by a person authorized by that insurer. The certificates shall provide that thirty (30) days prior written notice of cancellation of the insurance to which the certificates relate shall be given to the CITY.

Section 9. Compliance with City Contracting Laws

- 9.1 SLWA agrees to comply with all applicable regulations and ordinances of the CITY.
- 9.2 <u>Time of Effectiveness.</u> Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:
 - A. This Agreement has been signed on behalf of SLWA by the person or persons authorized to bind SLWA;
 - B. This Agreement has been approved by the City Council or by the board, officer or employee authorized to give such approval;
 - C. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

- D. This Agreement has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Agreement.
- 9.3 <u>Amendments.</u> All amendments to this Agreement may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.
- 9.4 <u>Permits.</u> SLWA and its directors, officers, partners, agents, employees, and subcontractors shall obtain and maintain all licenses, permits, certifications, and other documents necessary for SLWA's performance of this Agreement. SLWA shall immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to this Agreement.
- 9.5 <u>Claims for Labor and Materials</u>. As SLWA and its contractors are not performing work for the CITY under this Agreement, SLWA asserts that no claims for labor or materials will be made that might implicate the CITY.
- 9.6 Current Los Angeles City Business Tax Registration Certificate Required. If applicable, SLWA represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the City's Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Agreement, the SLWA shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the SLWA's responsibility to report the matter immediately to the CITY.
- 9.7 <u>Warranty and Responsibility of Contractor.</u> SLWA warrants that the work performed shall be completed in a manner consistent with professional standards practiced among those firms within SLWA's profession, doing the same or similar work under the same or similar circumstances.

If:

- (i) SLWA subcontracts the work to be performed for RESIDENTS, and
- (ii) SLWA's subcontractors, employees, or independent contractors (or those of SLWA's affiliates) default or do not complete the work to be performed for RESIDENTS,

then SLWA warrants that such work will be completed by SLWA or whomever SLWA designates, consistent with professional standards.

Warranties to RESIDENTS, if any, shall be governed under terms of agreements between SLWA and RESIDENTS, and to which the City shall not be a party.

9.8 <u>Mandatory Provisions Pertaining to Non-Discrimination in Employment.</u> Unless otherwise exempt, this Agreement is subject to the applicable non-discrimination, equal

benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 *et seq.*, as amended from time to time.

- A. SLWA shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, SLWA shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the Los Angeles Administrative Code (LAAC), the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Equal Employment Practices" provisions of this Agreement.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Affirmative Action Program" provisions of this Agreement.

To the extent applicable, any subcontract entered into by SLWA for work to be performed under this Agreement must include an identical provision.

- 9.9 Child Support Assignment Orders. SLWA shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, SLWA shall fully comply with all applicable State and Federal employment reporting requirements. Failure of SLWA to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of SLWA to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by SLWA under this Agreement. Failure of SLWA or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by SLWA for work to be performed under this Agreement must include an identical provision.
- 9.10 <u>Slavery Disclosure Ordinance</u>. SLWA shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time.
- 9.11 Restrictions on Campaign Contributions and Fundraising in City Elections. Unless otherwise exempt, if this Agreement is valued at \$100,000 or more and requires approval by an elected City office, SLWA, SLWA's principals, and SLWA's Subcontractors (if SLWA utilizes Subcontractors) expected to receive at least \$100,000 for performance under the Agreement, and the principals of those Subcontractors (the "Restricted")

Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Agreement and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after this Agreement is signed. Additionally, a contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Agreement:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

- 9.12 <u>Contractor's Use of Criminal History for Consideration of Employment Applications</u>. To the extent applicable, SLWA shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time.
- 9.13 Compliance with Identify Theft Laws and Payment Card Data Security Standards. SLWA shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. SLWA also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, SLWA shall verify proper truncation of receipts in compliance with FACTA.

Section 10. Indemnification

- 10.1 Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, SLWA shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including SLWA'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by SLWA, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest.
- 10.2 Consistent with the provisions of Section 10.1 above, the CITY and SLWA agree and understand that CITY shall in no way be held liable for any claims arising out of the provision of Services by SLWA or its solicitation, advertisement, or marketing materials regarding Services by SLWA, and SLWA agrees and understands that its obligation to indemnify, defend, and hold harmless CITY as stated in Section 10.1 includes any claims arising out of its provision of Services or its solicitation, advertisement, or marketing of its Services.
 - 10.3 Consistent with the provisions of Section 10.1 above, the CITY and SLWA agree and understand that CITY shall in no way be held liable for any labor or material claims arising out of the provision of Services by SLWA's contractors.

The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This Section 10 shall survive the termination of this Agreement.

Section 11. Default

- 11.1 Event of Default. The following shall constitute an Event of Default ("Event of Default") under this Agreement regardless of whether any such event shall be voluntary or involuntary or shall result from the operation of applicable laws, rules, or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:
 - A. SLWA fails to cause to be carried and maintained the insurance required by this Agreement and fails to immediately remedy such failure within ten (10) days of receipt of written notice thereof from the CITY;
 - B. SLWA engages in any dishonest conduct related to the performance or administration of this Agreement or violates CITY's laws, regulations or policies relating to lobbying, then the CITY may immediately terminate this Agreement;

- C. Either party fails to comply with any material term, condition, or obligation of this Agreement and such failure continues for a period of thirty (30) days after the receipt of written notice thereof from the non-defaulting party;
- D. Either party commences as a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief; or,
- E. SLWA or any Key Person as defined below engages in an Act of Moral Turpitude
 - 1. SLWA shall immediately notify the CITY if SLWA or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - 2. If SLWA or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the CITY may immediately terminate this Contract.
 - 3. If SLWA or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this Contract after providing SLWA an opportunity to present evidence of SLWA's ability to perform under the terms of this Contract.
 - 4. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - 5. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Agreement, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of SLWA.
- 11.2 <u>Declaration of Default</u>. Upon the occurrence of an Event of Default, as described above, and at any time thereafter so long as the same shall be continuing, the non-defaulting party may declare, at its option, this Agreement to be in default and may immediately terminate this Agreement without any liability whatsoever. If a dispute arises out of, or relates to the Agreement but does not fall within a definition of "Event of Default," the

- Parties shall proceed under the alternative dispute resolution procedures set forth in Section 11.3 below.
- 11.3 <u>Dispute Resolution</u>. If a dispute arises out of, or relates to the Agreement, but does not fall within a definition of "Event of Default", and if the dispute cannot be settled through negotiations, the Parties agree to first endeavor to settle the dispute in good faith, using mandatory non-binding mediation administered by a neutral professional mediator affiliated with and under the rules of the ADR Services, Inc. (ADR) or Judicial Arbitration and Mediation Services, Inc. (JAMS), before having recourse in a court of law.
 - 11.3.1 Any such mediation shall be held in Los Angeles, California, unless the Parties otherwise agree to another location. The Parties agree to select a mediator from ADR's or JAMS' panel of approved neutrals.
 - 11.3.2 The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and expenses of the mediator shall be borne equally by the Parties, unless they agree otherwise.
 - 11.3.3 Any agreements resulting from mediation shall be documented, in writing and subject to all required approvals. Consistent with applicable law, all mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 11.4 <u>Termination for Convenience</u>. The City may terminate this Agreement for the City's convenience at any time by providing SLWA one hundred twenty (120) days written notice. Upon receipt of the notice of termination, SLWA shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. SLWA shall have no further claims against City under this Agreement.

Section 12. Miscellaneous

- 12.1 <u>Termination.</u> Either Party shall have the right to terminate the Agreement upon the occurrence of an Event of Default, as stated in Section 11.1.
- Inspection and Audit of Records. Upon the CITY's request, SLWA shall promptly provide to the CITY the data and records to verify its performance of this Agreement in accordance with its terms and conditions. SLWA shall make such information available to the CITY electronically or at reasonable times and locations in the city upon CITY's request within ten (10) business days. The records will be subject to examination and audit by authorized CITY personnel or CITY's representatives at any time. SLWA shall maintain such data and records for a period of not less than seven (7) years following

receipt of final payment at the conclusion of this Agreement or termination of this Agreement as provided herein. If there are any applicable subcontracts, then any subcontract entered into by SLWA for work to be performed under this Agreement must include an identical provision, and be available to the CITY for a period of seven (7) years.

Notices. In all cases where written notice is required under the Agreement, such notice shall be given at the respective addresses of the Parties as set forth below, unless notification of a change of address is given in writing. Notice shall be sent by registered or certified mail, by a nationally recognized courier service, or by personal service, and shall be effective upon receipt. The addresses for notice and agents for service of process are:

CITY: CITY of Los Angeles, Bureau of Sanitation

Attn:

1149 S. Broadway Street, Suite 900

Los Angeles, CA 90015

And to: Service Line Warranties of America, Inc.,

c/o HomeServe USA, Corp. Attn. General Counsel 601 Merritt 6, 6th floor Norwalk, CT 06851

- Non-Assignment. Neither the CITY nor SLWA or its agents may assign its rights or delegate its duties under the Agreement to any other party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned including that, with such prior written approval, SWLA may assign the Agreement to: (a) any parent, subsidiary or Affiliate entity; or (b) a successor in interest of all or substantially all of the assets, stocks or business of a party to which the Agreement pertains, so long as such assignee possesses the financial and operational capabilities to perform the Agreement and agrees to assume and fully discharge all of the duties and further obligations of the assignor arising under the Agreement. Subject to the provisions of this section, the Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties hereto. However, any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of the Agreement. In no event shall any putative assignment create a contractual relationship with the putative assignee.
- 12.5 <u>Independent Contractors</u>. SLWA and any subcontractors employed by SLWA are and shall be deemed to be independent contractors and not agents of the CITY. Any provisions of the Agreement that may appear to give the CITY any right to direct SLWA concerning the details of operating the Licensing Agreement, or to exercise any control over such performance, shall mean only that SLWA shall follow the direction of the CITY concerning the end results of the performance.

- 12.6 Compliance with Controlling Law. SLWA shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to the Agreement. In addition, SLWA shall comply immediately with all directives issued by the CITY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.
- 12.7 <u>Jurisdiction and Venue</u>. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The venue for any suit or proceeding concerning this Agreement shall be in the County of Los Angeles, State of California and handled by ADR's or JAMS's panel of approved neutrals.
- 12.8 <u>Integration</u>. The Agreement and the exhibits and references incorporated into the Agreement fully express all understandings of the CITY and SLWA concerning the matters covered in the Agreement. No change, alteration, or modification of the terms or conditions of the Agreement, and no verbal understanding of the CITY and SLWA, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both the CITY and SLWA and an amendment to the Agreement agreed to by both the CITY and SLWA. All prior negotiations and agreements concerning the subject matter hereof are merged into the Agreement.
- 12.9 <u>Counterparts</u>. The Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.
- 12.10 No Waiver. No failure of either the CITY or SLWA to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter the Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 12.11 <u>Severability</u>. The unenforceability, invalidity, or illegality of any provision of the Agreement shall not render any other provision of the Agreement unenforceable, invalid, or illegal.
- 12.12 <u>Municipal Powers</u>. Nothing contained in the Agreement shall be construed as a limitation upon the powers of the CITY as a chartered city of the State of California.
- 12.13 <u>Drafting Ambiguities</u>. The CITY and SLWA agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of the Agreement, and the decision of whether or not to seek advice of counsel with respect to the Agreement is a decision which is the sole responsibility of each party. The Agreement shall not be construed in favor of or against either the CITY and/or SLWA by reason of the extent to which each party participated in the drafting of the Agreement.

12.14 <u>Signing Authority</u>. The representative for the CITY and SLWA signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the CITY harmless if it is later determined that such authority does not exist.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agreement is executed by the City of Los Angeles, acting by and through its Mayor or designee, and by SLWA, Inc., by and through its Service Line Warranties of America Division.

CITY OF LOS ANGELES, BOARD OF PUBLIC WORKS

By:	_
Date:	_
CITY OF LOS ANGELES, BUREAU OF	SANITATION
By:	_
Date:	_
CITY OF LOS ANGELES, CITY ATTO	RNEY
By:	_
Date:	_
CITY OF LOS ANGELES, CITY CLER	K
By:	_
Date:	

SERVICE LINE WARRANTIES OF AMERICA, INC. By: Date:_____





Important Information for LA Sanitation Homeowners

Please reply by: <<Month X, XXXX>>

Dear << Mr. Sample>>,

This letter contains important information about your responsibilities as a homeowner in the event of an emergency with your sewer/septic line.

The exterior sewer/septic line that runs between your home and the public utility connection is your responsibility as the homeowner. If you were unfortunate enough to suffer a break or blockage in this line, it would be up to you to find a plumber and get the line repaired.

LA Sanitation has allowed SLWA Insurance Services (SLWA) to help eligible homeowners be prepared and to have the best possible service in the case of such an emergency. So you're invited to enroll in Exterior Sewer/Septic Line Coverage from SLWA. Accept this *optional* coverage and you'll receive protection with no annual limit (30-day wait period with a money-back guarantee) for covered sewer/septic line repairs with as many service calls as you need up to \$12,000 per call and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind for only \$9.06 a month, conveniently billed quarterly or annually. Your emergency is dealt with and your sewer/septic line is back to normal.

In the event of a covered emergency, this plan can save you a significant amount of money—a service line replacement may cost you thousands of dollars. It can also save you the time of finding a plumber, which can be difficult in the best of times, let alone in an emergency. Having this plan also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers.

Please take the time to read the information on the back of this letter. If you would like to sign up for this plan, simply complete and return the attached form below or call toll-free 1-844-257-8796. We certainly hope that you never have an exterior sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered with Exterior Sewer/Septic Line Coverage. This program is managed by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit www.slwofa.com.

Sincerely,

MAILCODE

RXUSP1047

Scott Van Stratten Customer Service SLWA Insurance Services

SLWA Insurance Services ("SLWA"), California License **#0L71169**, with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers and administers this optional home protection plan as an authorized representative of Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, the home protection plan issuer. Your choice of whether to participate in this plan will not affect any service you have with your local utility or community.

Acceptance F	form	< <mailcode-xxxx>></mailcode-xxxx>
4	For fastest processing, please visit <u>www.slwofa.com</u> . Please correct name and address information below, if necessary, before submitting.	
SLWA Insurance Services	< <mr. a.="" sample="" sample,="" serv_address1,="" serv_address2,="" serv_city,="" st="" zip="">></mr.>	Please reply by: < <x 20xx="" x="">></x>
	s, I request that I be notified when my current and future service agreements and any related access these documents. I can change my preferences or request paper copies online or by	
E-mail Address	Phone #	
Please mark y	our selection:	
Yes, please enroll	me in Exterior Sewer/Septic Line Coverage for just \$27.18 billed	quarterly.
Yes, please enroll	me in Exterior Sewer/Septic Line Coverage for just \$108.72 billed	l annually.
requirements for this co	ee to the terms on the reverse side, understand there are limitations and overage. SLWA will invoice me based on my selection above. I understand will automatically renew annually on the same payment terms I second at any time.	and this optional coverage is based

SIGNATURE (required)

What would you do in an exterior sewer/septic line emergency?

The illustration shows where things may go wrong with your exterior sewer/septic line—and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With Exterior Sewer/Septic Line Coverage, it's not something to worry about; you'll have no bill to pay for covered repairs up to the service call benefit amount.



Replace sewer/septic



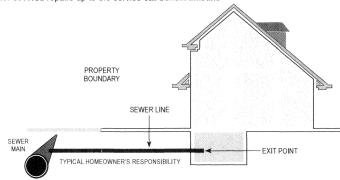
Replace collapsed septic line \$1.249 Plan Members:



Plan Members NO CHARGE

NO CHARGE NO CHARGE The sewer line beyond the property boundary may be an additional responsibility of the homeowner and is covered by this plan. Coverage also includes the septic line, from the exit point within your home up to the point of connection to the septic tank on your Septic tanks, leaching fields, grinder pumps and lift stations are not covered.

*National average repair costs within the SLWA network as of March 2018, No charge for covered repairs up to your benefit amount



Take A Look At The Benefits You'll Receive	Exterior Sewer/Septic Line Coverage
No Annual Limit – With as many service calls as you need for covered repairs, up to \$12,000 per call.	✓
2. 24-Hour Emergency Repair Service Hotline – Open 24 hours a day, 365 days a year.	√
Our Promise to You – Simply call SLWA toll-free at 1-844-257-8796 any time, and your coverage can be canceled at your request.	✓

Visit www.slwofa.com to protect your sewer/septic line Or call toll-free 1-844-257-8796 | Available: MON-FRI 8AM-5PM PST

Important Questions & Answers

What am I responsible for?

Nisit officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel

Does my homeowners insurance cover this?

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Does this coverage include well lines?

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Who is eligible for coverage?

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What should I know about this coverage?
What's covered: Nisit officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestisisit officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eostram etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliguatur.

Not covered: Nisit officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestisisit officii sintotatius et aturest emolore, ipitas

dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosItam suntist. Henis eatios aliquatur

When can I make a service call?

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What is the cancellation policy? Nisit officii sintotatius et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eositam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur.

Agnis voloria nienihil invende What is the term of my service agreement?

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What is E-Z Pay?

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What quality of repair can I expect?

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Who is SLWA?

an independent provider, administers the program and is a BBB Accredited Business with an A+ rating. SLWA has helped more than 140,000 homeowners across the county save over \$90 million in water and sewer service line repair costs