

UTILITY PROGRAM SUPPORT GRANT AGREEMENT

This Utility Program Support Grant Agreement (“**Grant Agreement**”) is made this ~~october 20, 2024~~ day of ~~october 20, 2024~~, 2024, and effective the 1st day of July 2024, by and between the City of Philadelphia, acting through its Water Department (“**PWD**” or “**City**”) and Utility Emergency Services Fund (“**Grantee**” or “**UESF**”), a corporation with its principal place of business 1608 Walnut Street, Suite 600, Philadelphia, PA 19103.

BACKGROUND

A. The City of Philadelphia (“**City**”) is a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania (“**Commonwealth**”), having adopted the Philadelphia Home Rule Charter (“**Home Rule Charter**”) under the provisions of the First Class City Home Rule Act of April 21, 1949, P.L. 665.

B. UESF provides financial assistance to low-income individuals and families who are facing utility terminations or who have had their utilities shut off.

C. By prior agreements, the City, by and through the Water Department, has provided utility grant and program support to UESF during the prior fiscal years.

D. UESF has requested that the Water Department continue to provide grant and program support to UESF for Fiscal Year 2025.

E. The City and Grantee desire to enter into this Grant Agreement in order for the Grantee to continue to offer the utility grant program and housing stabilization services to low-income water customers during Fiscal Year 2025.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant.

A. The City shall disburse the funding to Grantee in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) (“**Grant Funding**”).

B. The City’s obligation to provide Grant Funding is contingent upon:

1) Availability of City funding, and

2) Grantee’s adherence to the terms of this Grant Agreement, including the Standard City Provisions in **Exhibit A**.

2. Term.

A. The term of this Grant Agreement (“**Term**”) shall terminate upon the earlier to occur:

1) June 30, 2025, or

2) final disbursement of the Grant Funding.

3. Project.

A. Grantee shall use the Grant Funding as follows:

1. An amount not to exceed \$226,251 shall be used to provide UESF housing stabilization services to low income, vulnerable PWD water customers; and
2. An amount not to exceed \$273,749 shall be used to provide operating and outreach support for the UESF Utility Grant Program.

B. The City shall stop termination of water service to PWD/Grantee customers when notified by Grantee or its service providers that such customers will be provided with a grant by Grantee, and if necessary additional non-Grantee funds, to bring such customer's PWD account balance to zero.

4. Termination.

The City reserves the right to terminate this Grant Agreement in its sole discretion at any time and for any reason or no reason, by giving Grantee thirty (30) days written notice of termination; provided, however, that this right to terminate does not diminish the obligation of the City to transfer to Grantee all necessary funding for repayment of contract obligations assumed by Grantee prior to receiving notice of the termination.

5. Compliance with Applicable Law.

Grantee and its contractors, subcontractors, and agents shall observe and comply with all present and future laws, ordinances, orders, rules, regulation and requirements of all federal, state and municipal governments, courts, departments, commissions, boards or any other body exercising functions similar to those of any of the foregoing, including but not limited to those listed in **Exhibit A** which may be applicable under this Grant Agreement throughout the Term.

6. No Agency Relationship.

This Grant Agreement shall not be deemed or construed to establish any agency relationship between the City and Grantee.

7. Entire Agreement.

This Grant Agreement sets forth all agreements and understandings between the City and the Grantee relating and there are no agreements or understandings, either oral or written,

between them other than as are set forth in this Grant Agreement. Any agreement hereafter made shall be ineffective to change, modify or amend this Grant Agreement in whole or part unless such agreement has been executed by both the City and Grantee. No oral representations, whenever made, by any City official, employee or agent, or by any employee, agent or contractor of Grantee shall be effective to modify the terms of this Grant Agreement.

8. Miscellaneous.

A. Headings. The headings in this Grant Agreement are for convenience only and are not a part of this Grant Agreement. The headings do not in any way define, limit, describe or amplify the provisions of this Grant Agreement or the scope or intent thereof.

B. Governing Law. This Grant Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of law doctrines thereof. The parties to this Grant Agreement agree to submit to the jurisdiction of courts, whether federal or state, located in Philadelphia, Pennsylvania.

C. No Joint Venture. Nothing in this Grant Agreement shall be construed as creating a joint venture or partnership between the City and Grantee.

D. No Third Party Beneficiaries. Nothing in this Grant Agreement is intended to confer a third-party beneficiary right upon any person or entity other than the City.

E. Invalidity of Certain Provisions. If any term or covenant of this Grant Agreement, or the application thereof, shall to any extent be held invalid or unenforceable, the remaining terms and covenants of this Grant Agreement, or the application of such terms or covenants, shall not be affected thereby and each term and covenant of this Grant Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Assignment. This Grant Agreement and the monies to come due shall not be assigned, assignable, or otherwise transferred or transferable by action of Grantee unless approved in writing by the City.

G. Waiver of Jury Trial. IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT THEY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION PROCEEDING OR COUNTER-CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR RELATING TO THIS GRANT AGREEMENT.

9. Enforcement.

The City is authorized to enforce any provision in this Grant Agreement.

10. Electronic Signatures.


The Parties agree to execute this Grant Agreement electronically.

IN WITNESS WHEREOF, the Parties hereto have caused this Grant Agreement to be properly executed as of the date first written above.

City of Philadelphia Water Department

APPROVED AS TO FORM


By: 
DocuSigned by:
67FB015021FD4E1...
Melanie Knezich, Esq.
Assistant City Solicitor

Signed by:
By: 
EE0E6EBB0C83466
Name: Randy E. Hayman, Esq.

Title: Commissioner

GRANTEE

Utility Emergency Services Fund

Signed by:
By: 
33D73B8FFD214EE
Name: Alexander Talmadge, Jr.

Title: UESF Executive Director

**Exhibit “A”
To
Grant Agreement**

STANDARD CITY PROVISIONS

Defined Terms

Capitalized terms used in this Exhibit and not defined in this Exhibit shall have the meanings ascribed to them in this Grant Agreement.

Nondiscrimination

A. This Grant Agreement is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Grantee shall not discriminate nor permit discrimination against any person because of race, color, sex, sexual orientation, religion, national origin or ancestry. In the event of such discrimination, the City may terminate this Grant Agreement forthwith or exercise any other remedy provided to the City in this Grant Agreement or at law or in equity. The foregoing shall not be construed to limit or restrict the City’s right to terminate this Grant Agreement as set forth in other sections of this Grant Agreement.

B. In accordance with Chapter 17-400 of The Philadelphia Code, Grantee agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, or privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Grant Agreement entitling the City to all rights and remedies provided in this Grant Agreement or otherwise available at law or in equity.

C. Grantee agrees to include subparagraphs (a) and (b) of this Section, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this Grant Agreement.

D. Grantee further agrees to cooperate with the Commission on Human Relations in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code.

Prohibited Gifts

A. Pursuant to Executive Order 10-16, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment, invitation, food, drink or loan, unless consideration of equal or greater value is conveyed in return, from any of the following sources:

- (1) A person seeking to obtain business from, or who has financial relations with the City,
- (2) A person whose operations or activities are regulated by any City agency,
- (3) A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
- (4) A person seeking legislative or administrative action by the City; or
- (5) A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

B. Grantee understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, Grantee shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

Philadelphia 21st Century Minimum Wage Standard

If applicable, Grantee shall comply with the requirements of Section 17-1300 of the Philadelphia Code as they exist on the date when the Grantee entered into the Grant Agreement with the City or as they exist on the date when any amendment is executed to the Grant Agreement. Grantee shall promptly provide to the City documents and information verifying its compliance with the requirements of Section 17-1300. Grantee shall notify its affected employees with regard to the wages that are required to be paid pursuant to Section 17-1300.

Certificate Of Completion

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Subject: Complete with Docusign: UESF Grant FY25.pdf
Source Envelope:
Document Pages: 6
Certificate Pages: 3
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Melanie Knezich
1234 Market Street
Suite 1800
Philadelphia, PA 19107
melanie.knezich@phila.gov
IP Address: 170.115.248.20

Record Tracking

Status: Original
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Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Melanie Knezich
melanie.knezich@phila.gov
Pool: StateLocal
Pool: City of Philadelphia - PS Contracts

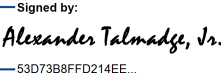
Location: DocuSign

Location: DocuSign

Signer Events

Alexander Talmadge, Jr.
alexandertalmadgejr@uesfacts.org
Executive Director
Security Level: Email, Account Authentication (None)

Signature

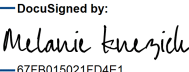
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Timestamp

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Electronic Record and Signature Disclosure:
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ID: 1099244e-2128-41fd-a654-1b05c81abcf4


Melanie Knezich
melanie.knezich@phila.gov
Assistant City Solicitor
Regulatory Law Unit | Water
Security Level: Email, Account Authentication (None)

DocuSigned by:

67FB015021FD4E1...
Signature Adoption: Pre-selected Style
Using IP Address: 170.115.248.20

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Randy Hayman, Esq.
randy.e.hayman@phila.gov
Commissioner
Security Level: Email, Account Authentication (None)

Signed by:

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Using IP Address: 98.225.210.4
Signed using mobile

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Glen Abrams glen.abrams@phila.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 10/20/2024 7:55:57 AM Viewed: 2/3/2025 4:08:55 PM
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Laura Copeland laura.copeland@phila.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 10/20/2024 7:55:58 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/20/2024 7:55:56 AM
Completed	Security Checked	10/20/2024 7:55:58 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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This Electronic Records and Signature Disclosure is provided by the City of Philadelphia in connection with a pending electronic transaction. Any party proceeding with such electronic transaction is deemed to have consented i) to conduct the transaction by electronic means; and ii) where execution of an agreement is required, to the use of electronic signatures using the method provided in the agreement. Questions regarding this Electronic Records and Signature Disclosure should be addressed to econtractphilly@phila.gov.