

# **Agreement for City of Westbrook General Assistance Program Administrative Services**

Between the City of Westbrook and the Housing Authority of the City of Westbrook

This agreement made this   1st   day of   April  , 2004 by and between the City of Westbrook, a municipal corporation existing under the laws of the State of Maine (hereinafter City) and the Housing Authority of the City of Westbrook, a body politic and corporate and an instrumentality of the City of Westbrook, Maine (hereinafter Housing Authority), whose business address is 30 Liza Harmon Drive, Westbrook, Maine, 04092.

1. Scope of Services: The City hereby hires and engages the Housing Authority to provide services related to the City's General Assistance Program as described in Schedule A, attached to this Agreement and made a part hereof; provided, however, as required by law, the City's Mayor will appoint one or more specific employees of the Housing Authority to perform the services required hereunder and only such specifically appointed employees may do so an.
2. Compensation: The Housing Authority shall be paid the sum of \$2,900.00 per month for the services provided under this Agreement, promptly upon presentation of an invoice.
3. Term: The term of this agreement shall be from April 1, 2004 to June 30, 2005.
4. Conditions Precedent: As a condition to the full and faithful performance by the Housing Authority of the services described in Schedule A, the City shall:
  - provide all existing open client files, and files indicating a denial of General Assistance services for the period from the date of this Agreement to November 1, 2003;
  - provide complete copies of all pertinent rules, regulations, administrative handbooks, manuals, bulletins and policy pronouncements issued by or on behalf of the State of Maine or the federal government;
  - provide copies of all required applications forms in hard copy and, if they exist, also in electronic format;
  - provide all other documents and materials, the Housing Authority may request to fully and completely perform its duties under this Agreement.
  - The City shall provide program information and assistance in a prompt and responsive manner, recognizing that time may be of the essence in connection with deadlines imposed under the General Assistance program.
  - The City shall assist with meeting organization.
  - The City shall assume responsibility for funds, disbursements and receipts.
  - The City shall pay for the cost of publishing all notices.
5. Termination: Either party may terminate this Agreement with cause provided at least sixty (60) days notice in writing to the other party; upon any termination, the

Housing Authority shall promptly return all files, reports and related client information to the City.

6. Rights: The Housing Authority staff will be available to meet with the City staff to report on the progress of the work hereunder as reasonably required by the City.

7. Assignment: No party to this Agreement shall assign, delegate, subcontract, or otherwise transfer its rights to obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably delayed or withheld and in all instances only upon a determination that the assignment, delegation, transfer or subcontract is permissible pursuant to Section 9 of this Agreement and Title 22 M. R. S. A. § 4302.

8. Disclaimer of Relationship: Neither this Agreement nor any act of either the City or the Housing Authority shall be deemed or construed by any party to create any relationship of third-party beneficiary, , or of limited or general partnership or of joint venture or of any other association or relationship except as herein provided, it being recognized that the Housing Authority is an independent contractor.

9. Delegation of Authority: The City and the Housing Authority acknowledge that the provision of services hereunder involves General Assistance as defined in Title 22 M. R. S. A. § 4301(5). The City warrants and represents to the Housing Authority that the City may delegate the functions described in this Agreement to the Housing Authority and that the City will insure the Housing Authority in its performance of this Agreement or its failure to perform under this Agreement to the same extent as provided in the indemnification coverage in Paragraph 9 below.. The Housing Authority shall cooperate with the City for purposes of obtaining additional coverage or insurance to satisfy any bonding requirements, if applicable.

10. Fair Hearings: Notwithstanding any other term or condition of this Agreement, the City shall be responsible for scheduling and conducting fair hearings in accordance with Title 22 M.R.S.A. § 4321 and all other applicable law.

11. Indemnification: The City agrees to defend, indemnify and hold harmless the Housing Authority, its officers agents and employees, for any act or failure to act under this Agreement, except for instances involving bad faith negligence or willful misconduct.

12. Compliance with Laws and Regulations: The Housing Authority shall comply with all Federal and State laws and regulations including but not limited to Equal Employment Opportunity.

13. Confidentiality: The Housing Authority, its officers, agents and employees shall not disclose any information pertaining to the services provided under this Agreement without express consent of the City and, notwithstanding such consent, will not disclose records determined by the Authority, upon the consultation with and advice of its counsel, to be confidential pursuant to law unless the City expressly agrees in writing to indemnify the Housing Authority for the same .

IN WITNESS WHEREOF, the parties hereunder duly authorized have executed and delivered this Agreement as of the date first above written.

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Witness

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City of Westbrook

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Witness

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Housing Authority of the City of Westbrook