



REGULAR BOARD MEETING

THURSDAY, JUNE 18, 2009

8:45 A.M.

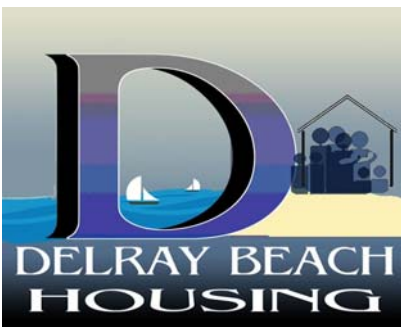
AMENDED AGENDA

Two or more City Commissioners may be in attendance

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF MINUTES OF:
Minutes of May 27, 2009 Regular Board Meeting
- V. RECOGNITION OF VISITORS
- VI. PUBLIC COMMENTARY
- VII. CONSENT
 - A. Chief Operating Officer's Report – Shirley Erazo
 - B. Section 8 Coordinator's Report – Bridgette Huff
 - C. Chief Financial Officer's Report – Naomi Durham
 - D. Administrative/Grant Report – Nina Levine
 - E. Quality Control Report – Jakeleen Fernandez
 - F. Property Management Report - Yvette Evans
- VIII. CORRESPONDENCE
- IX. OLD BUSINESS
 - A. President/CEO's Report
 - B. Commissioner Training
 - C. CEO Evaluation
- X. NEW BUSINESS
 - A. Resolution 2009-04 – A Resolution of the Delray Beach Housing Authority Determining A Certain Debt as Uncollectable
 - B. Approval To Pay Employee Bonus
 - C. Approval of Lease Renewal of DBHA Administrative Office Space located at 600 N. Congress Avenue
 - D. Approval of Addendum to Engagement Agreement between The Delray Beach Housing Authority and Weiss Serota Helfman Pastoriza Cole & Boniske, P. I.
 - E. Approval of Participation in the Senior Community Service Employment Program - AARP
- XI. COMMENTS
 - A. President/CEO
 - B. Attorney
 - C. Commissioners
- XII. ADJOURNMENT

Please be advised that if a person decides to appeal any decision made by the Delray Beach Housing Authority with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record includes the testimony and evidence upon which the appeal is based. The Delray Beach Housing Authority neither provides nor prepares such record.

**THIS MEETING WILL BE HELD AT
DELRAY BEACH HOUSING AUTHORITY
600 N. CONGRESS AVENUE, SUITE 310-B**



DELRAY BEACH HOUSING AUTHORITY

ADDENDUM TO ENGAGEMENT AGREEMENT BETWEEN THE DELRAY BEACH HOUSING AUTHORITY AND WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.I.

1. The Delray Beach Housing Authority (PHA) and Weiss Serota Helfman Pastoriza Cole & Boniske, P.I. (LSP) engaged to provide professional legal services to the PHA in connection with litigation against Auburn Development, LLC. as a result of Auburn's breach of a development agreement and agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into PHA and LSP's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, the LSP shall not, without HUD approval, represent any officer or employee of the PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. The LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by the LSP cannot be inconsistent with the foregoing obligation. Specifically, the LSP shall not deny access to HUD, GAO, or officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to the PHA. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers and records. SEE 24 CFR. §85.42(e) (1); HUD Handbook 7460.7 REV-2, § 1-2(B) (2).
4. The PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to the LSP's engagement. Such records constitute "PHA" records" and are subject to section 3, above.

5. If HUD or the PHA determines that the LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify the LSP of such violation. The LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If the LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that the PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) the PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction the LSP pursuant to 24 CFR. Part 24.

6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

Date: (Enter date)

Enter name of PHA Chairman
Board of Commissioners

Enter name of LSP key
partner

