

HOUSING AUTHORITY OF THE CITY OF STUART, FLORIDA

RESOLUTION 2021-12

**RESOLUTION RETROACTIVELY APPROVING ADDENDUM – NUMBER 2,
WRITTEN ADDENDUM OF MANAGEMENT FEE MODIFICATION FOR
INTERLOCAL AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE
CITY OF STUART, FLORIDA AND THE HOUSING AUTHORITY OF THE CITY OF
FORT PIERCE, FLORIDA FOR MANAGEMENT AND APPLICABLE SERVICES**

WHEREAS, the Housing Authority of the City of Stuart, Florida (SHA) and The Housing Authority of the City of Fort Pierce, Florida (FPHA), both of which are Florida Public Housing Authorities created, established and operating under Chapter 421, Florida Statutes; and

WHEREAS, SHA and FPHA were established, among other reasons, to provide public housing assistance under the Housing Act of 1937, and all subsequent housing acts; and

WHEREAS, the Housing Authorities in providing housing assistance and services, must adhere to federal regulations and guidelines established by the U.S. Department of Housing and Urban Development (HUD), and the requirements governing the administration and delivery of HUD programs; and

WHEREAS, the Housing Authorities are involved in the local administration of their respective Public Housing, Section 8 and non-publicly assisted housing programs pursuant to state laws and HUD regulations; and

WHEREAS, SHA was in need of management services for its properties, programs, staff, instrumentalities and all/other business activities; therefore, it desired to employ FPHA as its sole and exclusive agent to perform all required tasks and agreements for the applicable services of SHA's properties, properties of its instrumentalities and all attendant services pertinent thereto; and

WHEREAS, FPHA desired to perform such services through the efforts and services of its Executive Director, employees of FPHA, and/or by contracting for service with third parties at SHA's expense; and

WHEREAS, SHA and FPHA mutually agreed to enter into a Interlocal Agreement via Resolution 2018-02 regarding the management of and applicable services of SHA properties and programs by FPHA and/or its contractors for a specified period of time, and both Agencies mutually agreed to extend the Interlocal Agreement, in accordance with Addendum Number 1; and

WHEREAS, as stated in Addendum Number 1, said Agreement of monthly management fee was to be determined in subsequent years; and

WHEREAS, said management fees are amended as attached in Addendum - Number 2;
and

NOW, THEREFORE BE IT RESOLVED THAT on the _____ (Day) of
_____ (Month), _____ (Year), the SHA Board of Commissioners hereby
approves the Addendum – Number 2, Written Addendum of Management Fee Modification for
Interlocal Agreement between SHA and FPHA for management and applicable services, as
attached hereto, and authorizes the Interim Executive Director to enter into said Agreement with
FPHA, effective as of April 1, 2021.

Commissioner _____ moved its adoption, which was seconded by
Commissioner _____. Upon roll call the Ayes and Nays were as follows:

“Ayes”: _____

“Nays”: _____

Chairperson Date

Secretary-Treasurer Date

ADDENDUM – NUMBER 2

WRITTEN ADDENDUM OF MANAGEMENT FEE MODIFICATION

FOR

INTERLOCAL AGREEMENT BETWEEN

**THE HOUSING AUTHORITY OF THE CITY OF STUART, FLORIDA (SHA) AND
THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA (FPHA)**

FOR MANAGEMENT AND APPLICABLE SERVICES

An Interlocal Agreement between SHA and FPHA for Management and Applicable services, hereinafter called “Agreement” was created for services effective February 9, 2018 and ending on February 8, 2019; and for which Addendum – Number 1 was submitted to extend for a term of five (5) years, ending on February 8, 2024; and for which **Addendum – Number 2** is being submitted for a modification to monthly installment payments.

Herein contains the terms of this **Addendum – Number 2**, Written Addendum of Management Fee Modification, hereinafter called “Addendum”, agreeable to both parties, and for Agreement terms amended; otherwise, all other terms of the Agreement shall remain in effect through the end of this Addendum and including any renewal option(s) thereafter; unless amended with future, mutually agreed Addendums.

In accordance with Section 4. Compensation of FPHA of the Agreement, and amended herein, SHA shall pay to FPHA compensation of documented expenses plus a monthly management fee payable in monthly installments as follows:

- Monthly from April 1, 2021 to March 31, 2022 - \$25,246
- Subsequent years, April 1, 2022 to February 8, 2024 – to be determined based upon documented expenses plus a monthly management fee as provided in the annual Fiscal Year Budgets submitted to the Board for approval.

_____ FPHA Initials

_____ SHA Initials

IN WITNESS WHEREOF, the Housing Authorities have caused this **Addendum** to become an official exhibit to the Agreement herein effective as of April 1, 2021.

THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA

BY: _____

William Nunn, Chairman

WITNESS: _____

WITNESS: _____

DATE: _____

HOUSING AUTHORITY OF THE CITY OF STUART, FLORIDA

BY: _____

Pearlie Clark, Chairperson

WITNESS: _____

WITNESS: _____

DATE: _____

_____ FPHA Initials

_____ SHA Initials