McIntosh County Housing Authority
Special Meeting
Thursday, August 13, 2026 – 10:00
https://us06web.zoom.us/j/7526175925?omn=85430084025

Agenda

- Introduction
- Discussion of Housing Authority Management
- Approvals (vote to approve all resolutions together)
    - MCHA Resolution to approve Management Agreement Resolution and Contract
    - MCHA Resolution to adopt Great Plains Housing Authority's Administrative Plan
    - MCHA Resolution to change banking signatures
    - Bylaw revision approval
- Annual Plan hearing being set to align with next meeting
- Adjournment

JOINT POWERS AND
MANAGEMENT AGREEMENT
BETWEEN
MCINTOSH COUNTY HOUSING AUTHORITY
AND
GREAT PLAINS HOUSING AUTHORITY

This Management Agreement ("Agreement") is made August ____, 2026, between the **McIntosh County Housing Authority ("MCHA")**, whose mailing address is 300 2nd Ave NE, Suite 200, Jamestown, ND 58401, and **Great Plains Housing Authority ("GPHA")**, whose mailing address is 300 2nd Ave NE, Suite 200, Jamestown, ND 58401.

RECITALS

WHEREAS, MCHA and GPHA are each Public Housing Authorities ("PHA's") whose mission is to facilitate affordable, decent, safe, and sanitary rental housing for low-income families in and throughout the Counties of Dickey, Sargent, Foster, Logan, Wells, and Stutsman, North Dakota, respectively; and

WHEREAS, GPHA is a Moving to Work Agency under the U.S. Department of Housing and Urban Development (HUD) designation; and

WHEREAS, HUD PIH Notice 2023-08 allows a Moving to Work agency to extend some abilities and privileges under the MTW program to another public housing agency under a management agreement; and

WHEREAS MCHA and GPHA desire to establish a management relationship whereby GPHA shall provide managerial services as provided herein to all MCHA properties and/or administer its Housing Choice Vouchers (hereinafter referred to as the "Agreement") and such management agreement is allowable as a Joint Powers Agreement; and

WHEREAS MCHA and GPHA desire that the management relationship be temporary in nature for now.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties hereto as set forth above and as follows:

1. DEFINITIONS

When used in this Agreement the following definitions are applicable:

a. "HUD" shall mean the United States Department of Housing and Urban Development.

b. "HUD Regional Office" shall mean the Regional Office for Region 8 that is in Denver, CO. The address for the Denver Regional office is: 1670 Broadway, 25th Floor, Denver, CO 80202-4801.

c. "Annual Contribution Contract" (hereinafter "ACC") shall mean the agreement between MCHA and HUD under which HUD agrees to provide payments to MCHA, over a specified term, for housing assistance payments to property owners and for MCHA's administrative fee.

d. "Identity of Interest" shall mean an entity or person having business relationships with a MCHA or any officer, director, or partner of a Mortgagor where the costs of products or services might not be determined through arms-length negotiation. Such a relationship should be construed to exist when MCHA and the product or service provider are not the same person but (1) MCHA, or (2) any officer or director of MCHA, or (3) any person who directly or indirectly controls 10 percent or more of the MCHA's voting rights, or directly or indirectly owns 10 percent or more of the MCHA is also (1) an officer or director of the Management Agent, or (2) a person who directly or indirectly controls 10 percent or more of the vendor. For purposes of this definition the term "person" includes any individual, partnership, corporation, or other business entity. Any ownership, control or interest held or possessed by a person's spouse, parent, child, grandchild, brother, or sister is attributable to that person.

e. "Management Fees" shall mean a fee paid to the Management Agent approved by HUD to manage MCHA.

f. "Management Plan" shall mean the plan governing the day-to-day operations of the Management Agent with respect to its management of MCHA.

g. "Management Services" shall mean services provided by the Management Agent as outlined by this Agreement which are intended to provide for the overall operation of MCHA, which include, but are not limited to, those responsibilities set forth in Section 10 hereof.

h. "Management Agent" shall mean GPHA and its employees.

i. "Operating Account" shall mean the general operating account for MCHA which is used for depositing rental receipts and other receivables not specifically designated for the security deposits account. The account is also used to pay operating expenses of general administration including mortgage payments, management fees, utilities, and maintenance.

j. “Other Income Actually Collected" means income collected by MCHA in its normal operations to include laundry and vending revenue, NSF and late charges, damages and cleaning fees, other than "Residential Rental Income Actually Collected".

k. "Residential Rental Income Actually Collected" means income collected for MCHA by GPHA from or paid on behalf of the tenants of the properties managed by MCHA.

2. GENERAL PROVISIONS

a. GPHA has the authority under North Dakota law, specifically North Dakota Century Code §§§ 23-11, 54-40, and 54-40.3, and under the North Dakota Constitution Article VII Section 10, to enter into a Joint Powers Agreement with MCHA.

b. GPHA shall act as an independent contractor, in conformity with the objectives of the Housing Act of 1959, as amended, and the Regulations in furtherance thereof adopted by HUD, to carry out the program of management and maintenance as set forth in this Agreement.

c. GPHA shall not, in any manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, disability, familial status, or national origin.

d. GPHA shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 88- 352) and regulations at 24 CFR Part I; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601- 19 (Public Law 90-284) and Implementing Regulations; the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 42 CFR Chapter 60; and all other applicable federal and state laws and executive orders.

e. GPHA shall comply with MCHA's policies and procedures, to the extent consistent with its own, and applicable federal, state and local law and regulations. GPHA shall also comply with the provisions of all ACCs between HUD and MCHA; however, MCHA shall be ultimately responsible to HUD for ensuring that the management of MCHA, including any management function contracted out to GPHA, is in compliance with all applicable obligations and responsibilities under applicable agreements and the overall operation of MCHA is in compliance with all applicable federal, state and local requirements.

f. GPHA shall incorporate changes to policies or procedures promulgated by HUD and duly adopted by MCHA upon notification by MCHA, and where necessary enter into appropriate amendment(s) to this Agreement.

g. Management Fees will be agreed to between MCHA and GPHA in writing. Management Fees will be computed, paid, and in compliance with HUD requirements.

h. GPHA will make available to HUD and/or MCHA, upon request and at a reasonable time and place, its records and the records of its businesses with an Identity of Interest which relate to goods and services purchased under this Agreement. The records and information provided will be sufficient to permit HUD and/or MCHA to determine the services performed, the dates the services were performed, the location at which the services were performed, the time consumed in providing the services, the charges made for materials and the per-unit and total charges levied for said services.

i. This Agreement cannot be assigned to a third party or successor of GPHA without the consent of MCHA, which consent will not be unreasonably withheld.

j. HUD requires this Agreement to last a minimum of five (5) years or until consolidation.

3. TERMINATION FOR CAUSE AND WITHOUT CAUSE

a. MCHA and GPHA shall have the right to take all necessary and appropriate action to remedy any breach of this Agreement by the other party, including the right to terminate this Agreement for cause.

b. In the event of a breach, either party may terminate this Agreement in accordance with the following terms:

(1) The party asserting the breach shall give 30 days written notice to the other party by certified or registered mail, with a copy sent to the HUD Regional Office. If the notice is issued by MCHA, MCHA will also advise the HUD Regional Office how management functions covered by this Agreement will be provided after termination.

(2) The written notice shall specify each alleged breach of this Agreement.

(3) If GPHA receives a termination notice, GPHA agrees that it will not incur new obligations relating to MCHA (e.g., incurring additional costs, entering into replacement or extension of existing contracts, or new contracts for services involved in the management aspects of MCHA) without written agreement from MCHA. GPHA agrees to continue to meet all of its obligations under this Agreement through the effective termination date.

(4) The parties shall make a good faith effort to meet and resolve the issue giving rise to the termination notice during the 30-day notice period. If, during this 30-day notice period, the parties cannot resolve the dispute but still desire to attempt resolution, the parties may, by mutual agreement in writing, extend the date of termination; otherwise, this Agreement shall terminate effective on the 30th day after receipt of the termination notice.

c. GPHA shall have the right to terminate this Agreement without cause upon providing 30 days written notice to MCHA.

4. MUTUAL TERMINATION FOR CONVENIENCE

A. **Mutual Termination**. If MCHA and GPHA agree that continuation of this Agreement is not feasible, they may terminate the Agreement in part or in its entirety. The parties will negotiate the terms of the termination in writing. Upon initiation of discussions by both parties to terminate the Agreement, GPHA agrees that it will not incur new obligations relating to MCHA (e.g., incurring additional costs, entering into replacement or extension of existing contracts, or new contracts for services involved in the management aspects of MCHA) without written agreement from MCHA. GPHA agrees to continue to meet all of its obligations under this Agreement through the negotiated effective termination date.

B. **Expiration**. At least one (1) year prior to the expiration of this Agreement, GPHA shall submit a transition plan to HUD. It shall be GPHA's responsibility to end all approved Moving to Work activities that include any units from the MCHA's program. The transition plan shall describe plans for phasing out such activities, and any closed activities should be reflected in GPHA Moving to Work Plan or Moving to Work Supplement to its PHA Plan.

5. REQUIRED HUD PROVISIONS

HUD requires the following provisions be included in this Agreement and the parties agree to be bound by the following provisions:

a. HUD has the right to terminate this Agreement.

b. If HUD exercises its right of termination, then MCHA agrees to promptly make arrangements for providing continuing proper management for MCHA that is satisfactory to HUD.

c. If there is a conflict between this Agreement and HUD's rights and requirements, HUD's rights and requirements prevail.

d. If this Agreement is terminated, GPHA will relinquish to MCHA all cash, trust accounts, investments and records relating to MCHA within thirty (30) days of the date this Agreement is terminated.

e. This Agreement shall be subject to termination, without penalty and with or without cause, upon written request by HUD addressed to MCHA, GPHA, and the Management Agent. Upon receipt of such request, MCHA shall immediately move to terminate this Agreement within a period of not more than 60 days and shall make arrangements satisfactory to HUD for continuing proper management of MCHA.

f. This Agreement shall be subject to termination, without penalty and with or without cause, upon HUD taking over the property as Mortgagee in Possession.

6. MANAGEMENT PLAN

MCHA has reviewed GPHA's Management Plan for Federally Assisted Housing. GPHA agrees that it will comply with all applicable provisions of its Management Plan regardless of whether or not specific reference is made thereto in any particular provision of this Agreement.

7. REMEDIES NOT EXCLUSIVE AND NON-WAIVER OF REMEDIES

The availability of one or more remedies under this Agreement shall not preclude the exercise of any other remedy under this Agreement, or under provisions of law, nor shall any action taken in exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

8. ANNUAL BUDGET

GPHA shall perform the Management Services defined herein for MCHA under this Agreement based on GPHA's annual operating budget for MCHA as approved by MCHA.

9. PERSONNEL

GPHA shall be solely responsible for establishing, maintaining, and controlling its employee work force, including but not limited to, all hiring, training, supervising, firing, leaves of absence, related to employment of work force, that will perform GPHA's Management Services pursuant to this Agreement. GPHA agrees that the amount of compensation paid its employees performing Management Services will meet applicable labor standard requirements of federal and state law.

10. GPHA RESPONSIBILITIES

GPHA's responsibilities shall include, but not be limited to:

a. Tenant Selection - Tenants for MCHA managed properties shall be selected by GPHA from the list of Persons or Families, found eligible pursuant to screening criteria and procedures which are consistent with HUD requirements and all applicable civil rights laws and executive orders. The screening criteria and procedures, including income verification and other eligibility factors, shall be proposed by GPHA and approved by MCHA.

b. Admissions and Continued Occupancy Policy (ACOP) - GPHA will continue to operate MCHA's properties under MCHA's ACOP.

c. Annual Contributions Contract (ACC) - GPHA will continue to operate MCHA in accordance with the ACC.

d. Re-examinations - GPHA shall conduct a periodic examination of each tenant's eligibility in accordance with existing GPHA procedures (or GPHA-developed procedures approved by MCHA) to ensure that tenants continue to meet eligibility requirements, are charged the appropriate rent, and are housed in a dwelling unit of appropriate size.

e. Leasing -

(1) GPHA's marketing of units and selection of tenants shall be in accordance with MCHA’s HUD-approved Affirmative Fair Housing Marketing Plan and with all regulations relating to fair housing advertising.

(2) GPHA shall, following screening and selection, show each prospective tenant the dwelling unit within the MCHA managed properties to be leased prior to executing the lease. GPHA, as agent for MCHA, shall execute residential dwelling unit rental leases using forms and leases approved by MCHA and HUD. GPHA shall endeavor to secure full compliance by each tenant with the terms of the lease.

(3) GPHA shall conduct an orientation and move-in inspection for each tenant of a MCHA managed property in accordance with GPHA's procedures the same day the lease is signed for occupancy. A move-out inspection shall be conducted by GPHA within 24 hours of becoming aware that a tenant has vacated a dwelling unit or on the day the tenant is scheduled to vacate a dwelling unit.

f. Rent Collection Procedures - GPHA shall develop a collection policy in accordance with federal and state law which establishes the method, procedure, and allocation of responsibility for the collection of rents, late charges, security deposits, damage and other charges, and tenant accounting for the tenants who occupy an MCHA managed property. GPHA shall be responsible for following up with a tenant who is delinquent in the payment of rent or other charges. GPHA shall issue late notices in accordance with GPHA's established collection policy in appropriate cases.

g. Grievances - GPHA shall follow all grievance procedures used by GPHA and as may be required by HUD, or other federal or state law in handling tenant grievances. GPHA may establish its own procedures for mediating onsite disputes among and between tenants. Upon request of MCHA, GPHA shall make available to MCHA the written grievance procedures it is following.

h. Annual Inspections - GPHA shall conduct an annual inspection of each dwelling unit managed by MCHA, as required by HUD, and shall report its findings during that inspection to MCHA and MCHA shall be responsible to submit such reports to HUD.

i. Evictions - GPHA shall be responsible for evicting tenants for lease violations, including, but not limited to, failure to pay rent, and conduct of illegal activity. All legal proceedings shall be initiated by GPHA as agent for MCHA and shall be reported to MCHA on a quarterly basis. All eviction and termination procedures shall be in accordance with applicable federal and state law, with the applicable HUD procedures and with the assistance of legal counsel as chosen by GPHA as appropriate.

j. Routine and Preventive Maintenance - GPHA shall provide MCHA with a Routine and Preventive Maintenance Plan and shall maintain the properties managed by MCHA in accordance with the Maintenance Plan and budgetary constraints, or as otherwise agreed to, and in compliance with local housing codes. GPHA specifically shall perform the following as part of Routine and Preventive Maintenance:

(1) Routine Maintenance –

i) GPHA shall maintain a written record of all tenant repair requests using a work order system. The record shall show the time, date, and nature of the request, the name of the tenant, and actions taken by GPHA to remedy the problem.

ii) GPHA shall be responsible for and shall maintain a written schedule of all routine maintenance including cleaning, painting, plumbing, carpentry, pest control, grounds care, and such other ordinary, routine, and nonstructural maintenance and repair work that may be necessary.

iii) GPHA shall maintain all common areas, including parking lots and garages, parks, play areas, community rooms, sidewalks, and walkways on the MCHA managed property.

(2) Preventive Maintenance -

iv) GPHA shall perform reasonable preventative maintenance to prevent deterioration and maintain the MCHA managed properties to include planned/systematic servicing of mechanical and building systems on a periodic basis in accordance with manufacturer instructions and conditions for warranty. GPHA shall develop and maintain a written schedule for all preventive maintenance and log all such work done and the date.

v) GPHA shall immediately report to MCHA any casualty losses and any structural or extraordinary maintenance work required, which loss or cost of repair exceeds $5,000. Upon prior approval of MCHA, except in emergency situations when no prior approval is necessary, GPHA shall perform or otherwise obtain that work at a cost approved by MCHA. For purposes of this paragraph, "emergency situation" shall mean circumstances under which there is an imminent threat to the health, safety, or security of tenants of the MCHA managed properties or a substantial likelihood of property damage to the MCHA managed properties or the property of tenants of the MCHA managed properties in the absence of immediate corrective action.

vi) GPHA shall maintain records showing all routine and preventive maintenance expenditures and shall furnish a list of those expenditures monthly or as otherwise requested by MCHA.

k. Tenant Services - GPHA may initiate, sponsor, and coordinate tenant services activities at MCHA, through oral or written communications with the tenants, including but not limited to:

(1) Coordinating, through GPHA and other agencies, the establishment of health, education, and welfare services for the tenants.

(2) Conducting conferences with tenants who are experiencing difficulty in performing their obligations, duties and responsibilities under their lease agreement.

(3) Providing referrals and technical assistance for tenant families in need of emergency services (e.g., food, clothing).

(4) Providing an outlet for tenant complaints, requests, and other suggestions concerning management of MCHA. Any complaints, requests or other suggestions received by MCHA shall, except as otherwise appropriate, initially be referred to GPHA.

l. GPHA does not have any obligation to undertake any actions outside ordinary course of property management.

11. MCHA RESPONSIBILITIES

MCHA responsibilities shall include:

a. Non-Routine Maintenance - MCHA shall be responsible for non-routine maintenance including all "out-of-the-ordinary" repair or replacement of structures and equipment including betterments and additions and repair or replacements due to casualty loss.

b. Administrative Support - MCHA shall be responsible for all reports due to HUD based on reports and information provided by GPHA to MCHA as required by this contract, and shall maintain appropriate records and supporting documentation for the operation of MCHA as required by the ACC.

c. Utilities - MCHA shall be responsible for all utility expenses for the MCHA managed properties which expenses are to be paid out of Residential Rental Income Actually Collected and/or Other Income Actually Collected.

12. PROCUREMENT

a. Purchasing procedures shall be developed by GPHA subject to approval of MCHA, or alternatively MCHA may provide its own procedures for purchasing goods, services, supplies, material, and equipment for use by GPHA in performing its responsibilities under this Agreement. The purchasing procedures used shall be consistent with all federal, state and HUD procurement requirements and comply with federal, state and local requirements.

b. GPHA shall, at all times, endeavor to obtain the best price for the items of goods and services that it purchases for MCHA, and shall comply with all N.D.C.C. purchasing laws, and shall ensure full and open competition, except where appropriately justified, in accordance with required procurement procedures, for all purchases over $1,000.

c. GPHA purchasing procedures shall be in accordance with local, state, and federal requirements for each purchase of $25,000.00 or more. MCHA's approval will be required for any expenditure that exceeds $5,000.00.

d. Procurement contracts exceeding $5,000.00 shall be reviewed by MCHA prior to execution. All procurement contracts and related materials establishing the basis on which all contracts were awarded shall be kept on file with GPHA and made available for review by MCHA, HUD, and their designees upon request.

e. GPHA shall maintain records showing all procurement expenditures and shall furnish a list of those expenditures monthly or as otherwise requested by MCHA.

13. INVENTORY

a. GPHA shall be responsible for the proper care of and shall account for all MCHA property, including personal property currently under its control and any other personal property, equipment, supplies and the like purchased or otherwise acquired during the term of this Agreement for use by GPHA as part of its responsibilities under this Agreement. GPHA shall be liable for any loss or damage to all such inventory or personal property under its control, other than normal loss due to wear and tear, as a result of actions or inactions of GPHA.

b. GPHA shall maintain a written inventory of all personal property, equipment, materials, supplies and other goods, both expendable and non-expendable, with an individual value of $500.00 or more. A beginning inventory shall be conducted in conjunction with the execution of this Agreement and shall be posted to inventory cards (or other record system). All receipts and use of inventory shall be posted in a timely manner. GPHA shall tag or label all furnishings, fixtures and equipment under its control using the written Capitalization Plan of MCHA.

c. GPHA shall comply with MCHA's policies and procedures regarding the disposition of all inventories, including MCHA's approval prior to disposing of any inventory with a value in excess of $500.00.

14. FISCAL RESPONSIBILITIES

a. The expense of operating MCHA shall include all expenses associated with the performance of the management functions defined herein and other expenses reasonably incurred in the proper management of MCHA. The eligibility of items of expense shall be in accordance with HUD Handbooks 4350.1, 4350.3, 4370.2 REV 1 and 4381.5. The operation expenses paid by GPHA shall not exceed amounts approved for GPHA's portion of the annual budget for MCHA, unless amended.

b. The cost of goods sold, and services provided by or paid for by GPHA in support of operation of the MCHA shall be billed to MCHA by GPHA. MCHA shall make payment to GPHA for such billable costs within ten (10) days after MCHA receives an invoice, therefore. Except in cases of emergency, both parties shall agree in advance to the nature and estimated costs of any goods and services to be provided by GPHA which are in addition to those to be provided under this contract.

c. GPHA shall account for all cash and investment accounts for MCHA. The bank or financial institution selected by MCHA as a depository for MCHA's funds derived from operation of MCHA must be one whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Funds in excess of the federally insured amount shall be fully and continuously protected from loss in the manner prescribed by MCHA, HUD, and state and federal law.

d. Any disbursements made by GPHA pursuant to this Agreement must be made out of the Operating Account. MCHA agrees to make necessary operating funds available to GPHA. GPHA is not obligated to make any advance to the Operating Account or to pay any amount except out of funds in the Operating Account, and GPHA is not obligated to incur any extraordinary liability or obligation unless MCHA furnishes GPHA with the necessary funds for the discharge thereof. If GPHA voluntarily advances any amount of its own funds on behalf of MCHA for the payment of any obligation or necessary expense connected with the maintenance or operation of MCHA, MCHA shall reimburse GPHA therefore within a reasonable time after receipt of an invoice, therefore.

e. GPHA shall establish and maintain complete and accurate records of all financial management functions performed by GPHA and meet the minimum standards of generally accepted accounting principles. The records must be maintained in a way that will:

(1) Provide an effective system of internal control.

(2) Provide accounting information and financial reports to MCHA in a format compatible with MCHA's accounting system, and within the time frames prescribed by MCHA.

(3) Permit a timely and effective audit.

15. RECORDS RETENTION

GPHA shall retain, according to acceptable accounting procedures and applicable HUD requirements, appropriate records relating to GPHA's management and operation of MCHA. Records shall include lease agreements, budgets, personnel records, incident reports, annual inspections, procurement contracts, investments, audit reports, insurance contracts and records from financial institutions used by MCHA, all as administered under this Agreement.

16. BUSINESS HOURS

GPHA shall maintain a management office and other facilities needed to perform its responsibilities under this Agreement. GPHA's office is located at the addressed noted above herein and shall be open during the hours set by GPHA's board.

17. EMERGENCY PROCEDURES

GPHA shall develop procedures by which tenants' needs, specifically including emergency needs, are met during non-business hours. The procedures shall define contacts and notification methods used by tenants during the non-business hours. GPHA shall make such contacts and procedures known to the tenants of MCHA managed properties and to MCHA.

18. PERFORMANCE REVIEW

In accordance with and subject to applicable HUD regulations, MCHA shall monitor and review annually GPHA's performance to ensure that it complies with all applicable requirements and meets the standards of performance contained herein. GPHA and MCHA shall take remedial action as appropriate to comply with MCHA's obligations under the ACC and with GPHA's responsibilities under this Agreement.

19. PERFORMANCE FACTORS

a. The performance of GPHA in managing MCHA shall be evaluated at least annually with a final written report prepared by MCHA. The evaluation shall include but not be limited to the following "Performance Indicators":

(1) Tenants' accounts receivable for tenants in possession, excluding amounts that are covered by performing repayment agreements, are 10% or less of total tenant charges for MCHA managed properties.

(2) The response time to complete routine maintenance requests is not more than 15 calendar days.

(3) The response time to complete emergency work orders or have the emergency status abated is not more than 24 hours.

(4) The average number of calendar days for GPHA maintenance staff to turnover vacant, habitable dwelling units and for a new lease to be executed for available units shall be no more than 15 calendar days, under normal circumstances and market conditions.

(5) All dwelling units, including exteriors, common areas, and grounds for the MCHA managed properties shall have been inspected annually using Federal Housing Quality Standards as a minimum standard for review. Deficiencies will be corrected as soon as possible but in no event more than 60 calendar days.

(6) The fiscal responsibility and performance of GPHA shall be satisfactory as it relates to MCHA and to MCHA's independent accountants.

b. A copy of the final annual written report shall be furnished to GPHA.

c. Repeated failure of GPHA to meet all Performance Indicators will be cause for MCHA to require a written plan by GPHA for improving performance to an acceptable level within a reasonable time. Repeated failure of GPHA to meet an objective, acceptable level of performance following development of a written performance improvement plan, notice of unacceptable performance and a reasonable opportunity to remedy unacceptable performance, may result in remedial action by MCHA up to and including possible termination of this Agreement.

20. REPORTS

GPHA shall provide timely reports as listed below on the management of MCHA to MCHA in accordance with the specified schedule or as otherwise stated herein. Reports will be due within 20 calendar days of the end of the report period unless otherwise stated. Unless otherwise requested, GPHA shall provide these reports by electronic transmission (email) to the designated representative of MCHA.

(1) Occupancy report shall be submitted monthly.

(2) Income and expense statement, comparing actual to budget, shall be submitted monthly.

(3) Equipment and materials inventory report shall be submitted annually.

(4) Vacant unit report shall be submitted monthly.

(5) Preventive maintenance and unit inspection reports shall be submitted semiannually.

(6) Tenants' accounts receivable report shall be submitted monthly.

(7) Audit report, if required, shall be submitted annually pursuant to Section 23, below.

(8) Other special reports as may be required by HUD or MCHA due to unique, unforeseen circumstances, which have a reasonable response requirement, shall be submitted within the requested timeframe.

21. MANAGEMENT FEE & COSTS

MCHA shall pay to GPHA the management fee and costs which will be one hundred percent (100%) of the HUD Housing Choice Administrative Fee paid to the agency.

22. MAINTAINING RECORDS, RIGHT TQ INSPECT AND COPY

GPHA shall keep and maintain books, accounts, reports, files, records, and other documents relating to its activities and expenditures for a period of at least three (3) years or such longer period as may be required by HUD. Any duly authorized representative of HUD, MCHA or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy and examine all such books, accounts, reports, files, records and other documents, subject to applicable federal and state law.

23. AUDIT AND ADMINISTRATIVE REQUIREMENTS

The financial, client and administrative records of MCHA held by GPHA shall be audited annually by a certified public accountant, selected by GPHA using established procurement procedures, in accordance with the Consolidated Audit Guide for Audits of HUD Programs. A written report of each audit must be forwarded to HUD and MCHA within thirty (30) days of issuance.

24. SEVERABILITY

The invalidity of any article, section, subsection, clause, or provision of this Agreement, including its exhibits, shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof, if such remainder would then continue to conform to the terms of this Agreement.

25. ENTIRE AGREEMENT

This Agreement, and any exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and this Agreement may be amended or modified only by a written instrument executed by the parties hereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

26. EXECUTION

This Agreement may be executed in any number of counterparts. All of such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

27. RULES OF INTERPRETATION

a. This Agreement shall be interpreted in accordance with and governed by the laws of the State of North Dakota.

b. The words "herein" and "hereof" and words of similar import, without reference to any particular part of this Agreement, refer to this Agreement as a whole rather than to any particular part of this Agreement.

c. Any amendment to this Agreement by a written instrument executed by the parties to this Agreement shall have the same force and effect upon the parties as does this Agreement.

d. The titles of the several parts of this Agreement are intended for convenience or reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. HUD's rights and requirements will prevail in the event this Agreement conflicts with them.

28. APPROVALS AND NOTICES

Any notice or demand under this Agreement shall be in writing and signed by a duly authorized officer of the party giving such notice or demand. Such notice shall be deemed to have been given at the time it shall have been received at the principal location or address of the party to whom it is directed. Any notices sent by either party to the other party shall be mailed, postage prepaid, or delivered to the address noted above herein and addressed to the designated receiving party who is currently:

MCHA	GPHA
c/o	c/o David Bratton
Its: Board Chairperson	Its: Board Chairperson

29. INSURANCE

At all times MCHA and GPHA shall provide property and commercial general liability insurance, as their interests may require, including fidelity bonding and insurance to meet all state and local requirements and as required by HUD. Each party shall furnish the other party with a certificate of insurance.

30. AGREEMENT PERIOD

Unless terminated sooner pursuant to Sections 3, 4, 5 and subsection 19.c. of this Agreement regarding termination or terminated as a result of termination of the JPA between GPHA and MCHA as set forth below, this Agreement shall be effective as of September 1, 2026, and shall remain in effect until August 31, 2028, and shall automatically be renewed from year to year thereafter, unless terminated by either party in writing thirty (30) days prior to an automatic renewal date.

The parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date shown herein.

MCINTOSH COUNTY HOUSING AUTHORITY

By: ____

MCHA Board Chairperson Date

GREAT PLAINS HOUSING AUTHORITY

By: ____

GPHA Board Chairperson Date

RESOLUTION M2601

RESOLUTION OF MCINTOSH COUNTY HOUSING AUTHORITY TO ADOPT JOINT POWERS AND MANAGEMENT AGREEMENT

WHEREAS, the Great Plains Housing Authority and McIntosh County Housing Authorities have been duly established under the provisions of Chapter 23-11 of the North Dakota Century Code, and are political subdivisions of the state of North Dakota; and

WHEREAS, each respective Housing Authority so duly established is endowed with certain powers and duties under the provisions of Chapter 23-11 of the North Dakota Century Code, including the power to make and execute contracts and other instruments necessary or convenient to exercise the powers of the authority; and

WHEREAS, political subdivisions of the State of North Dakota are authorized under Chapters 50-40 and 54-40.3 of the North Dakota Century Code to exercise jointly, powers that they otherwise are authorized to exercise independently; and

WHEREAS, the U.S. Department of Housing and Urban Development, authorizes public housing agencies that administer a Housing Choice Voucher program to transfer administration of their program to another housing authority; and

WHEREAS, the McIntosh County Housing Authority has a public housing portfolio. Great Plains Housing Authority may contract with outside agencies to effectively run the McIntosh Housing Authority public housing units and submit required HUD documents; and

WHEREAS, the Great Plains Housing Authority and the McIntosh County Housing Authority have agreed, that the McIntosh County Housing Authority's Housing Choice Voucher program may be more efficiently administered by accepting control of the McIntosh County Housing Authority's program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the McIntosh County Housing Authority to effectuate and adopt, with the Great Plains Housing Authority, a Joint Powers and Management Agreement granting the Great Plains Housing Authority control of the administration of the U.S. Department of Housing and Urban Development's Housing Choice Voucher program in McIntosh County.

__________________________________ _________________________

Chairman, MCHA Board of Commissioners Date Adopted

RESOLUTION M2602

RESOLUTION OF MCINTOSH COUNTY HOUSING AUTHORITY TO ADOPT GREAT PLAINS HOUSING AUTHORITY'S HCV ADMINISTRATIVE PLAN AND LOCAL JURISDICTION

WHEREAS, the Great Plains Housing Authority and McIntosh County Housing Authorities have been duly established under the provisions of Chapter 23-11 of the North Dakota Century Code, and are political subdivisions of the state of North Dakota; and

WHEREAS, each respective Housing Authority so duly established is endowed with certain powers and duties under the provisions of Chapter 23-11 of the North Dakota Century Code, including the power to make and execute contracts and other instruments necessary or convenient to exercise the powers of the authority; and

WHEREAS, the Great Plains Housing Authority and the McIntosh County Housing Authority have agreed, that the McIntosh County Housing Authority's Housing Choice Voucher program may be more efficiently administered by accepting control of the McIntosh County Housing Authority's program; and

WHEREAS, the McIntosh County Housing Authority will adopt GPHA's Administrative Plan except the Moving to Work policies; and

WHEREAS, the McIntosh County Housing Authority Board of Commissioners will adopt a local jurisdiction to be McIntosh County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the McIntosh County Housing Authority adopt Great Plains Housing Authority's Administrative Plan for the Housing Choice Voucher program and adjust local jurisdiction to McIntosh County.

____________________________________ _____________________________
Chairman, MCHA Board of Commissioners Date Adopted

____________________________________ _____________________________
GPHA Executive Director Date Adopted

RESOLUTION M2603

RESOLUTION OF MCINTOSH COUNTY HOUSING AUTHORITY TO ADOPT CHANGE BANK SIGNATURES

WHEREAS, the Great Plains Housing Authority and McIntosh County Housing Authorities have been duly established under the provisions of Chapter 23-11 of the North Dakota Century Code, and are political subdivisions of the state of North Dakota; and

WHEREAS, each respective Housing Authority so duly established is endowed with certain powers and duties under the provisions of Chapter 23-11 of the North Dakota Century Code, including the power to make and execute contracts and other instruments necessary or convenient to exercise the powers of the authority; and

WHEREAS, the Great Plains Housing Authority and the McIntosh County Housing Authority have agreed, that the McIntosh County Housing Authority's Housing Choice Voucher program may be more efficiently administered by accepting control of the McIntosh County Housing Authority's program.

WHEREAS, the McIntosh County Housing Authority and Great Plains Housing Authority maintain separate financial accounts and the prior contract management no longer needs access.; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the McIntosh County Housing Authority to effectuate and adopt, with the Great Plains Housing Authority, financial access and signature cards to the McIntosh County Housing Authority Chairperson, Vice Chairperson, GPHA Executive Director, Cass County Financial person, and McIntosh County Housing Program Manager.

__________________________________	________________________
Chairman, MCHA Board of Commissioners	Date Signed
__________________________________	________________________
GPHA Executive Director	Date Signed

BYLAWS OF THE MCINTOSH COUNTY HOUSING AUTHORITY

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority
The name of the Authority will be McIntosh County Housing Authority.

Section 2. Office of Authority
The offices of the Authority will be 112 1st St NE, Ashley, ND. Great Plains Housing Authority manages McIntosh Housing Authority under a joint powers agreement and has locations in Ellendale, Carrington, and Jamestown.

Section 3. Commissioners
The McIntosh County Housing Authority Board of Commissioners will consist of five (5) Commissioners from McIntosh County.

Revised 2026/08/05.

ARTICLE II – OFFICERS

Section 1. Officers
The Officers of the Authority will be the Chairperson, a Vice-Chairperson, and a Secretary.

Section 2. Chairperson
The Chairperson will preside over all meetings of the Authority. At each meeting, the Chairperson will submit such recommendations and information as he/she may consider proper concerning the business, affairs, and policies of the Authority. The Chairperson shall be a voting member of the Board.

Section 3. Vice-Chairperson
The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In case of the resignation or death of the Chairperson, the Vice-Chairperson will perform such duties as are imposed on the Chairperson until such time as the Authority will select a new Chairperson.

Section 4. Secretary
The Secretary will be the Executive Director and as such, will have general supervision over the administration of the Authority's business and affairs, subject to the direction of the Authority. He/she will be charged with the administration of the housing programs of the Authority.

The Executive Director will keep the records of the Authority, will act as Secretary of the meetings of the Authority and records all votes, and will keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purposes and will perform all duties incident to his/her office.

The Secretary will act as Treasurer of the Authority. The Secretary will have the care and custody of all funds of the Authority and will deposit the same in the name of the Authority in such bank or banks as the Authority selects. The Secretary will sign all orders and checks for payment of monies and will pay out and disburse such monies under the direction of the Authority. The Secretary will keep regular books of accounts showing receipts and expenditures and will render to the Authority, at each regular meeting, an account of all transactions and of the financial condition of the Authority.

Section 5. Additional Duties
The Officers of the Authority will perform such other duties and functions as may from time to time be required by the Authority, the Bylaws or rules and regulations of the Authority.

Section 6. Election or Appointment
The Chairperson and Vice-Chairperson will be elected at the first meeting of the Authority, following the appointment of a Commissioner, from among the Commissioners of the Authority and will hold office for one year or until their successors are elected and qualified.

The Authority will appoint the Secretary if the Executive Director, Deputy Director, or Program Manager is unavailable.

Section 7. Officer Vacancies
Should the offices of Chairperson or Vice-Chairperson become vacant, the Authority will elect a successor from its membership at the next regular meeting, and such election will be for the unexpired

term of the said office. When the office of Secretary becomes vacant, the Authority will appoint a successor as prescribed.

Section 8. Additional Personnel

The Authority may, from time to time, employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law of North Dakota and all other laws of the State of North Dakota applicable thereto. The selection and compensation of such personnel (including Secretary) will be determined by the Authority subject to the laws of the State of North Dakota.

Section 9. Commissioner vacancies

Per North Dakota Century Code 23-11. Should a commissioner vacant the seat, the housing authority will notify the County Auditor of such vacancy. The County will assist in finding a replacement member. A replacement commissioner will complete the original commissioner's term. North Dakota Century Code requires the County to appointment commission members and track terms.

Section 10. Conflicts of Interest

- Per HUD (Housing & Urban Development) Housing Assistance Contract.
- Board of Commissioners must be free of conflicts of interest under HUD requirements. "Covered individual" means a person or entity who is a member of any of the following classes:
- Any present or former member or officer of the PHA (Public Housing Agencies) (except a PHA commissioner who is a participant in the program);
- Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
    - Any member of the Congress of the United States.
    - A covered individual may not have any direct or indirect interest in the HAP (Housing Assistance Payment) contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
    - "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
    - The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest at execution of the HAP contract, or at any time during the HAP contract term.
    - If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
    - The conflict-of-interest prohibition under this section may be waived by the HUD field office for good cause.
    - No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

Board of Commissioners must also obey North Dakota Century Code 23-11-09 regarding conflicts of interest.

Revised 2026/08/05.

- NDCC 23-11-09 No commissioner or employee of an authority may acquire any direct or indirect interest in any housing project or in any property included or planned to be included in any project, nor may such a person have any direct or indirect interest in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project. If any commissioner or employee of an authority owns or controls a direct or indirect interest in any property included or planned to be included in any housing project, that person immediately shall disclose the same in writing to the authority, and such disclosure must be entered upon the minutes of the authority. Failure to disclose such interest constitutes misconduct in office.

Section 11. Removal of commissioner
Per North Dakota Century Code 23-11. Commissioners can be removed because of conflicts of interest and violation of HUD and/or housing authority policies. A commissioner of an authority may be removed by the governing body of the county for inefficiency, neglect of duty, or misconduct in office. A commissioner may be removed, however, only after having had an opportunity to be heard upon the charges in person or by counsel. A copy of the charges must be served upon the commissioner at least ten days before the date fixed for the hearing. In the event of the removal of any commissioner, a record of the proceedings, together with the charges and findings thereon, must be filed in the office of the county auditor.

Section 12. Bonding
All persons with access to the financial affairs of the Authority will be bonded.

ARTICLE III – MEETINGS

Section 1. Meetings
The Authority may hold its meetings at other such places and via conference call, or online as with location and public access being available.

Section 2. Annual Meeting
The Annual Meeting of the Authority will be held in September or October of each year, coinciding with a pre-scheduled Authority meeting. Annual Plan hearing notice must be published and advertised 45 days prior to the annual meeting.

Commented [DK1]: Need to review with each

Section 3. Regular Meeting
The official meeting date of the Commissioners of the Authority will be held on the third Tuesday of the month, starting in January, and alternate months thereafter.

Commented [DK2]: Need to review with each

Section 4. Special Meetings
The Chairperson of the Authority may, when he/she deems it expedient, and will, upon the written request of the Authority, call a special meeting of the Authority for transacting any business designed in the call. The call for a special meeting may be delivered to each member of the Authority at least two days prior to the date of such special meeting. At such special meeting, no business will be considered other than as designed in the call, but if all the members of the Authority are present at such a special meeting, all business may be transacted at such special meetings.

Section 5. Quorum
The powers of the Authority will be vested in the Commissioners thereof in office from time to time. A simple majority of Commissioners will constitute a quorum for conducting their business and exercising their powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Authority upon a vote, a majority of Commissioners present.

Section 6. Order of Business
At regular meetings of the Authority, the following will be the order of business:

1. Call meeting to order
2. Roll Call / Introductions
3. Public comment period
4. Approval and review of prior meeting minutes
5. Approval and review of the financials
6. New business or items requiring voting
7. Bills and Communications
8. Unfinished Business
9. New Business
10. Reports
11. Other business
12. Adjournment

All resolutions will be in writing and be kept in historical records of the Authority.

Revised 2026/08/05.

Section 7. Manner of Voting
The voting of all questions coming before the Authority will be by roll call, and the yeas and nays will be entered upon the Minutes of such meeting.

Section 8. Public comment period
Members of the public must sign in to each meeting and provide name, address, and phone number. The GPHA board will allow for a public comment period of up to 15 minutes at the beginning of a regular meeting. If no members of the public are present, the board will move on to the next agenda item. Chairperson or Vice Chairperson will determine if topic is appropriate and sufficient time is available.

An active or former program participant must follow Administrative Plan policies for hearings, grievances, or terminations.

Revised 2026/08/05.

ARTICLE IV – AMENDMENTS

Section 1. Amendments to the Bylaws
The Bylaws of the Authority will be amended only with the approval of at least a simple majority of the Authority commissioners at a regular or special meeting.

Revised 2026/08/05.