

***Le Sueur County Housing and Redevelopment Authority***  
***Administration Contract***

This Agreement is made as of the 9<sup>th</sup> day of March, 2026, by and between Le Sueur County, a county under the laws of the State of Minnesota (hereinafter referred to as “the County”) and Minnesota Valley Action Council, Inc. a Minnesota corporation (hereinafter referred to as “the Consultant”).

In consideration of the mutual covenants and promises hereinafter set forth, it is understood and agreed as follows:

***1. Employment***

County hereby retains and contracts Consultant to administer the Le Sueur County Housing and Redevelopment Authority (hereinafter referred to as “the HRA”) and serve as Executive Director of the Le Sueur County HRA.

***2. Scope***

The scope of this contract is to include the following activities in connection with the administration of the HRA:

- Administration of the Housing Choice Voucher Program (Section 8) funded by the federal Department of Housing and Urban Development;
- Administration of the HRA Revolving Loan Fund generated from repayments of Small Cities Development Program loans; and
- Other activities as discussed and negotiated between the County, HRA Board and the Consultant.

***3. Basic Services of the Consultant***

The Consultant will provide the following services to the County in administering the HRA:

- Housing Choice Voucher Program
  - A. Responsible for knowledge of all rules and requirements of the Program.
  - B. Ensure meeting requirements of the HUD Section Eight Management Assessment Program to maintain either a high or standard performance mark.
  - C. Conducting HRA Board meetings on a regular basis, informing Board members of HRA performance and presenting information for approval by the Board.

- D. Administer the daily operations of the program, including but not limited to, new application processing, inspection of units, maintaining the waitlist, recertifying current clients, processing monthly rent payments to landlords.
  - E. Preparing all required HUD reports, meeting reporting timelines.
  - F. Maintain communication with HUD representatives.
  - G. Acquire auditing services for yearly fiscal audits of the HRA.
- HRA Revolving Loan Fund (Small Cities Grant Program)
    - A. Develop proposals for use and close out of the revolving loan funds with the HRA Board.
    - B. Communicate and gain approval of spending proposals from Le Sueur County Board of Commissioners.
    - C. Implement approved proposals.
    - D. Update revolving fund balance on regular basis with County Auditor and Administrator.
  - Other activities
    - A. Administer other activities as negotiated by the County Board, HRA Board and Consultant.

#### ***4. Limitation of Consultant Services***

County and Consultant agree that Consultant will not provide and is not obligated to provide the following services under this Contract:

- The Consultant will not provide or be obligated to obtain legal advice on behalf of the County outside of what may be required in the course of normal services identified above.
- The Consultant shall not undertake any activity or action outside the services listed above without the approval of the County and HRA Board.
- Consultant will not employ subcontractors whose services shall be directly billable to the County without the express written authorization and approval of the County.

#### ***5. Compensation and Timeline***

Compensation to the Consultant for services provided under this contract will be as follows:

- For administering the Housing Choice Voucher Program, compensation will be the administrative funding provided by HUD.
  - Compensation for the services of the consultant shall be in the amount of actual documented expenses to administer the program, not to exceed 100% of the total administrative fee allowed by HUD under the rules and regulations of the section 8 housing assistance payments program contained in 24 CFR Part 982.

Administrative fee shall be set by Annual Contributions Contract (ACC) between HUD and the PHA. Consultant serves the role of the PHA and is responsible for entering into the contract with HUD.

- The Le Sueur County HRA will not be liable for administrative expenses over and above that which is allowed by HUD under the terms of the contract as administered by consultant. Any funds unspent at the end of each fiscal year will be designated as funds refunded to program reserves. HAP funds will be set aside in the HAP reserve, and unspent administrative funds will be set aside in an operational reserve. Funds set aside in reserves are the property of the HRA and will require Board action to access these monies to pay either HAP or administrative costs.
- For administering the Revolving Loan Fund, fees will be included in any proposal for use of the funds. Administrative fees are an eligible use of the revolved funds.
- For other activities negotiated by the County, HRA Board and Consultant, fees will also be negotiated as needed.

The timeline for this contract will be for three years from the date of the contract.

## ***6. Cooperation between the County and the Consultant***

It is the intent of this Contract that a close cooperative working relationship be established between the County and the Consultant. Regular reporting and sharing of information will be established between the Consultant and County on a summary basis. The County has representation of the HRA Board. When required, the County will provide information to the Consultant to assist in the performance of duties under this contract, especially those relating to the administration of the Revolving Loan Fund or other activities as negotiated.

## ***7. Termination of Contract***

Termination for Cause: If, for any reason not beyond its control, Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event:

- All finished or unfinished documents, data, studies and reports prepared by the Consultant under this Agreement shall, at the option of the County, become the property of the County.
- The Consultant shall be entitled to receive just and equitable compensation for any work completed.
- The Consultant shall have no obligation to finish work in progress.

Termination for Convenience of the County or Consultant: The County or Consultant may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the other party. If the County as provided herein terminates the Agreement, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to fault of the Consultant paragraph above shall apply.

### ***8. Equal Opportunity in Employment***

In connection with the execution of this Agreement, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Statute 2124), Section 109 of the Housing and Community Development Act of 1974 and Amendments and Regulations issued thereto. During the performance of this Agreement, the Consultant specifically agrees as follows:

- The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post, in conspicuous places available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause.
- The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

### ***9. Indemnity***

Consultant shall be responsible for any loss of Le Sueur HRA funds held by consultant or its agents by virtue of embezzlement, misappropriation, misplacement, or mismanagement of such funds or the projects. Loss of funds due to mismanagement shall be deemed to have occurred if the Le Sueur County HRA suffers financial losses by reason of the consultant's failure to administer the projects or project funds in accordance with the requirements of this agreement, or to process such documentation as may be required to receive such payments due the Le Sueur County HRA.

Consultant further agrees that in order to protect itself as well as Le Sueur County under the indemnity provision set forth above, it will at all times during the term of this contract keep in force a professional liability insurance policy covering personnel of MVAC while performing services under this contract in the following amounts: \$500,000 per claim and \$1,500,000 per occurrence.

Prior to the effective date of this contract, and as a condition precedent to this contract, MVAC will furnish Le Sueur County with Certificates of Insurance listing Le Sueur County as a certificate holder.

In Witness Whereof, the parties have executed this agreement at Mankato, Minnesota, per the date identified at the beginning of the document.

***Minnesota Valley Action Council, Inc.***

***Le Sueur County***

By   
Amanda Mackie, Executive Director

By \_\_\_\_\_  
Danny O'Keefe, Board Chair