

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement entered into this ____ day of April, 2014, by and between the Sedgwick County, Kansas, ("County,") and Keith Bomholt, ("Landlord.")

WITNESSETH:

WHEREAS, the parties hereto entered into a lease agreement on the 27th day of July 2011, ("Original Lease Agreement"); and

WHEREAS, the parties hereto entered into an amendment to the original lease agreement (First Amendment) on June 27, 2012; and

WHEREAS, the parties have found it necessary to make further amendments to the original agreement.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto do agree the contract shall be changed as follows:

SECTION 1. Section 1 of the Original Lease Agreement is amended and shall read as follows:

1. Purpose. Landlord agrees to provide eleven one-bedroom apartment units accessible for participants of the Sedgwick County COMCARE Safety Net permanent housing project for homeless individuals with a mental illness and substance abuse disorder. The addresses of these apartments are listed below:

705 Hunter	727 Hunter	751 Hunter
707 Hunter	741 Hunter	755 Hunter
709 Hunter	743 Hunter	6517 Cottonwood
711 Hunter	745 Hunter	

SECTION 2. Section 2 of the Original Lease Agreement, is amended and shall read as follows:

2. Lease Term. The term of this lease shall be for a period of one year, commencing May 1, 2014 and terminating on April 30, 2015, and shall automatically renew for successive one-year periods, subject to approved grant funding from the Department of Housing and Urban Development for the entire term of the Safety Net permanent housing project.

SECTION 3. Section 4 of the Original Lease Agreement is amended and shall read as follows:

4. Compensation and Billing. Landlord agrees to provide apartment units for Safety Net permanent housing project participants. Lessee agrees to provide Landlord with monthly rent subsidies for a total amount not to exceed \$69,168.00 per year during the term of this lease. The subsidies shall be based on a monthly rate of \$524.00 for each one-bedroom unit. Lessee agrees that

such billing will be payable on a monthly basis.

Said rent subsidies will continue in each term in the same amount as stated above, unless and until the fee structure is changed by HUD in its grant award.

SECTION 4. Other terms and conditions. All other terms and conditions of the Original Lease Agreement are retained under this Second Amendment to Lease Agreement and shall remain in full force and effect and govern the actions and obligations of the parties unless specifically accepted or otherwise noted above.

The parties have executed this Amendment as of the last date below.

ATTEST:


SEDGWICK COUNTY, KANSAS

Kelly B. Arnold, County Clerk


David M. Unruh, Chairman
Sedgwick County Board of Commissioners

APPROVED AS TO FORM:

LANDLORD



Jennifer Magaña, Deputy County Counselor



Keith Bomholt, Landlord

REVIEWED BY:



Tania Cole, Project Services Manager