

SECOND AMENDMENT TO AGREEMENT

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

WITNESSETH:

WHEREAS, the parties entered into a lease agreement on the 7th day of December 2008, ("Original Lease Agreement"); and

WHEREAS, the parties entered into an amendment to the original lease agreement (First Amendment) on August 26, 2009; 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 do agree the contract shall be changed as follows:

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

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

725 Hunter	753 Hunter
729 Hunter	6511 Cottonwood
731 Hunter	6513 Cottonwood
739 Hunter	6515 Cottonwood

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 eight months, commencing May 1, 2014 and terminating on December 31, 2014, and shall automatically renew, for successive one-year agreements beginning on January 1, 2015, subject to approved grant funding from the Department of Housing and Urban Development for the entire term of the Samaritan 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 Samaritan permanent housing project participants. Lessee agrees to provide Landlord with monthly rent subsidies for a total amount not to exceed \$32,960.00 per year during the term of this lease. The

subsidies shall be based on a monthly rate of \$515.00 for each one-bedroom unit. Total monthly rent subsidies for additional twelve-month terms shall not exceed \$49,440.00 Lessee agrees that such billing will be payable on a monthly basis.

Said rent subsidies will continue in each automatically renewed lease in the same amount as 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 hereto unless specifically accepted or otherwise noted above.

The parties hereto 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