

**AGREEMENT FOR VOLUNTARY TRANSFER OF SECTION 8
HOUSING CHOICE VOUCHER PROGRAM SERVICES**

by and between:

**SEDGWICK COUNTY, KANSAS
and
CITY OF WICHITA, KANSAS**

This Agreement made and entered into this ____ day of _____, 2017, by and between Sedgwick County, Kansas ("County") and the City of Wichita, Kansas ("City").

WITNESSETH:

WHEREAS, County, through the Sedgwick County Housing Authority ("SCHA"), currently acts as the housing authority responsible for administration of the Section 8 Housing Choice Voucher Program within: (1) all areas of Sedgwick County that are outside the city limits of the City of Wichita; (2) all of Butler County, Kansas; and (3) all of Harvey County, Kansas; and

WHEREAS, City, through the Wichita Housing Authority ("WHA"), is currently the housing authority responsible for the administration of the Section 8 Housing Choice Voucher Program within the city limits of the City of Wichita; and

WHEREAS, pursuant to K.S.A. 12-2908, any municipality may contract with another municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform, such that the contract is not regarded as an interlocal agreement under the provisions of K.S.A. 12-2901 et seq.; and

WHEREAS, pursuant to K.S.A. 17-2348, the governing bodies for County, Harvey County, and Butler County have all taken action by resolution to designate City, through the WHA, to act on their behalf regarding the Section 8 Housing Choice Voucher Program; and

WHEREAS, the intent of the parties is for County to sub-contract to the City the administration and operations associated with the SCHA Section 8 Housing Choice Voucher Program, effective October 1, 2017 through December 31, 2017 ("Sub-contract"); and

WHEREAS, it is the intent of the parties to transfer the operations and administrative responsibilities associated with the SCHA's operation of the Section 8 Housing Choice Voucher Program to the City, effective January 1, 2018, contingent upon approval by the United States Department of Housing and Urban Development ("HUD") ("Transfer"); and

WHEREAS, this Agreement is being entered into as a voluntary transfer consistent with HUD Notice PIH 2015-22, which requires HUD approval, and the WHA is a properly operating housing authority capable of following all applicable federal rules and regulations for carrying out the responsibilities and managing and operating the jurisdiction presently addressed by the SCHA; and

WHEREAS, the parties believe that through economies of scale and enhanced efficiencies, this Agreement will most effectively serve housing services recipients and landlords throughout the current jurisdiction of the SCHA and the WHA; and

WHEREAS, County and City desire to state the terms and conditions under which the aforementioned Sub-contract and Transfer will occur.

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

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of both parties for the Sub-contract and Transfer of Section 8 Housing Choice Voucher Program from the County to the City, such that the City will ultimately administer the operation of the Section 8 Housing Choice Voucher Program within the current jurisdiction of the SCHA.

2. Scope of Services. The City will manage the SCHA during the Sub-contract timeframe and after the date of Transfer, agrees to administer the program, and adhere to all federal rules and HUD regulations, subject to the following specific conditions:

- a. County authorizes City, through the WHA, to act on behalf of County (or SCHA) in the name of City with respect to all rights and responsibilities that pertain to the Section 8 Housing Choice Voucher Program.
- b. Upon approval of this Agreement, County agrees to transfer to City all SCHA files, other documents, and funds pertaining to Section 8 Housing Choice Voucher Program.
- c. City agrees to maintain the Section 8 Housing Choice Voucher Program funds for the same intent and purpose for which they were originally assigned and intended by HUD, carrying out the responsibilities under the HUD Annual Contributions Contract.
- d. County agrees to hold City harmless from any and all financial and tenant file findings, audit findings, and other claims, as the result of negligence from the County's administration of the SCHA Section 8 Housing Choice Voucher Program.
- e. City agrees to hold County harmless from any City errors or omissions of contractors or employees from any and all claims and damages arising as a result of negligence by City employees in activities undertaken by City pursuant to this Agreement.
- f. City and County agree to undertake their best efforts to ensure a smooth transition of services for the Sub-contract and Transfer of Section 8 Housing Choice Voucher Program.
- g. All policies and procedures in effect for the WHA shall apply to its provision of services indicated within this Agreement.
- h. City represents that it has or will acquire, all personnel necessary to perform the services under this Agreement.

3. **Compensation.** Upon approval of the Transfer by HUD and within fifteen (15) business days after such approval by HUD, County shall pay City thirty-five thousand dollars and zero cents (\$35,000.00), as a fee to cover the administrative costs involved in the City's management of the Section 8 Housing Choice Voucher Program presently managed by the SCHA. In the event that HUD fails to issue an approval of the Transfer, the parties agree that County would not be responsible for any payment to City.

4. **Rights and Responsibilities; Administrative Fees.** During both the Sub-contract and the Transfer, City assumes all rights and responsibilities of County, as contained within the Section 8 Housing Choice Voucher Program, including but not limited to the receipt of HUD program administration fees, the right to any and all other payments, and the rights and responsibilities of County within any agreements pertaining to the Section 8 Housing Choice Voucher Program. The parties hereby designate their respective managers (City Manager and County Manager), or their designee(s), to sign any documents or otherwise effectuate any transfer consistent with the intent of this Agreement.

5. **Effective Date.** This Agreement shall be effective upon its approval by both City and County governing bodies.

6. **Term of the Sub-contract.** The term of the Sub-contract portion of this Agreement shall be from October 1, 2017 through December 31, 2017, provided that HUD approves the Transfer by December 31, 2017. If HUD does not approve the Transfer by December 31, 2017, the term of the Sub-contract portion of the Agreement shall be from October 1, 2017 through June 30, 2018.

7. **Term of the Transfer.** The term of the Transfer portion of this Agreement shall begin January 1, 2018, provided that HUD approves the Transfer by December 31, 2017. If HUD does not approve the Transfer before by December 31, 2017, the term of the Transfer shall begin July 1, 2018, provided HUD approves the Transfer by March 31, 2018. This Agreement shall be perpetual in duration unless and until either party notifies the other party in writing of its decision to terminate the Agreement, as indicated within Section 8 of this Agreement.

8. **Termination.** Either party may terminate this Agreement, with or without cause, by providing written notice of termination, with such termination not becoming effective until ninety (90) days from the date the notice is sent, or any such date greater than ninety (90) days in the future that is specified within the notice. Any such notice shall be sent to the following addresses and deemed complete upon mailing:

County: Sedgwick County Manager
Sedgwick County Courthouse
525 N. Main, Suite 343
Wichita, Kansas 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

City: City of Wichita Manager
455 N. Main, 13th Floor
Wichita, Kansas 67202

With a copy to:

City of Wichita Law Department
Attn: Contract Notification
455 N. Main, 13th Floor
Wichita, Kansas 67202

9. Authority to Contract. Each party assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of each party's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of each party to act in connection with the application and to provide such additional information as may be required.

10. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect. This Agreement is not intended to confer upon any person or entity other than the Parties any rights or redress hereunder.

11. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

12. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

13. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

14. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

15. Anti-Discrimination Clause. Both parties, and any contractors hired thereby, agree: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so

that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 8 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County or City cumulatively total \$5,000 or less during the County's or City's fiscal year.

16. Retention of Records. Unless otherwise specified in this Agreement, the parties agree to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

17. Choice of Law. This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

18. Arbitration, Damages, Jury Trial and Warranties. Notwithstanding any language to the contrary, no interpretation shall be allowed to find either party has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find either party has consented to a jury trial to resolve any disputes that may arise hereunder. Both parties waive their right to a jury trial to resolve any disputes that may arise hereunder.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the parties shall at all times stay in conformity with such laws, and as a condition of this Agreement the parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

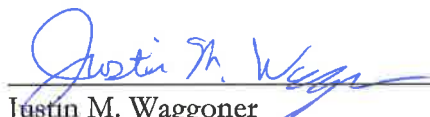
CITY OF WICHITA, KANSAS

David M. Unruh, Chairman
Commissioner, First District

Jeff Longwell
Mayor

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:



Justin M. Waggoner
Assistant County Counselor

Jennifer Magana
City Attorney and Director of Law

ATTESTED TO:

ATTESTED TO:

Kelly B. Arnold
County Clerk

Karen Sublett
City Clerk