

HOUSING RENTAL ASSISTANCE AGREEMENT

by and between
SEDGWICK COUNTY, KANSAS
and
LANDLORD

This Agreement made and entered into this _____ day of _____, 2018, by and between Sedgwick County, Kansas ("County") and **Landlord** ("Landlord").

WITNESSETH:

WHEREAS, County, by and through COMCARE of Sedgwick County, is the administrator for certain Shelter Plus Care ("SPC") Program agreements; and

WHEREAS, County desires to engage Landlord to provide housing pursuant to the Shelter Care Plus Program; and

WHEREAS, County and Landlord desire to state the terms and conditions under which Landlord will provide said housing.

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

1. **Address and Tenant.** This Agreement governs housing rental assistance services for the following address: **insert address** (the "dwelling unit"). _____ is the tenant of the dwelling unit (the "Tenant").

2. **Term.** The initial term of this Agreement shall be for **specific term**, beginning **specific date**, and ending **specific date**.

3. **Security Deposit.** Any tenant occupying the dwelling unit shall pay to Landlord a security deposit in the amount of **insert amount**. Landlord will hold said security deposit during the period the tenant occupies the dwelling unit. Landlord shall comply with state and local laws regarding interest payments on security deposits.

After the tenant has moved from the dwelling unit, Landlord may, subject to state and local law, use the security deposit, including any interest thereon, as reimbursement for rent or any other amounts payable by the tenant. Landlord will give the tenant and County a written list of all items charges against the security deposit and the amount of each item. After deducting the amount used as reimbursement to Landlord, Landlord shall promptly refund the full amount of the balance to the tenant.

4. **Distribution of Rent.** The total monthly rent payable to Landlord for the dwelling unit is **insert amount**. Initially, and until such time as both Landlord and the tenant are notified by County, the tenant's share of the rent shall be **insert amount**. Initially, and until such time as both Landlord and the tenant are notified by County, County's share of the rent shall be **insert amount**.

County does not assume any obligation for the tenant's share of the rent, or payment of any claim by Landlord against the tenant. County's obligation is limited to making rental payments on behalf of the tenant in accordance with the terms of this Agreement.

5. Payment Conditions. The right of Landlord to receive payments from County under this Agreement shall be subject to compliance with all of the provisions of this Agreement. Landlord shall be paid on or about the first day of the month for which the payment is due. Landlord agrees that the endorsement on the check shall be conclusive evidence that Landlord received the full amount due for the month, and shall further be a certification that:

- a. The dwelling unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the lease between Landlord and the Tenant (the "underlying lease");
- b. The dwelling unit is leased to and occupied by the tenant named above in this Agreement;
- c. Landlord has not received and will not receive any payments as rent for the dwelling unit other than those identified in this Agreement; and
- d. To the best of Landlord's knowledge, the dwelling unit is used solely as the tenant's principal place of residence.

6. Overpayment. If County determines that Landlord is not entitled to any payments received, County may, in addition to other remedies, deduct the amount of the overpayment from any accounts due to Landlord, including the amounts due under any other Housing Rental Assistance Contract by and between County and Landlord. Landlord agrees and understands SPC is a federally funded program and all improper or fraudulent requests for payments for rents, deposits and/or utilities are subject to penalty as provided by law. Landlord agrees to provide any requested payment documentation as requested by County or tenant to substantiate any and all payments and receipts.

7. Housing Quality Standards. Landlord agrees to maintain and operate the dwelling unit and all related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR 582.305 including all of the services, maintenance and utilities agreed to in the underlying lease.

County shall have the right to inspect the dwelling unit and related facilities at least annually, and at such other times as may be necessary to assure that the dwelling unit is in decent, safe, and sanitary condition and that required maintenance, services and utilities are provided.

If County determines that Landlord is not meeting these obligations, County shall have the right, even if the tenant continues to occupy the dwelling unit, to terminate payment of County's share of the rent and/or terminate this Agreement.

If lead based paint stabilization and/or lead based paint abatement are required in pre-1978 built structures, the work will be provided at Landlord's expense. Safe work practices and lead based paint abatement trained staff will be utilized. This requirement applies only to units where children under age 6 and pregnant women reside. Landlord agrees to allow County to inspect and test the dwelling unit for presence of lead paint.

Landlord is solely responsible for screening the tenant's suitability for tenancy.

8. Obligations of Landlord.

- a. Landlord shall:
 - i. Allow County to inspect the dwelling unit at reasonable times and after reasonable notice to tenant.
 - ii. Notify County before the tenant vacates the dwelling unit when Landlord has been so notified by tenant.
 - iii. Use the dwelling unit solely for residence by the tenant as the tenant's principal place of residence.
 - iv. Send all notices by regular mail to the SPC Program Administrator.
 - v. Immediately notify County when the tenant has moved from the dwelling unit.
- b. Landlord shall not:
 - i. Rent to the Tenant any dwelling unit which the Tenant owns or in which Tenant may have any financial interest (other than in manufactured home assisted under 24 CFR Part 582, Subpart F).
 - ii. Commit any fraud in connection with this Agreement.
 - iii. Sublease or assign the underlying lease or transfer the dwelling unit.
 - iv. Engage in any criminal activity, as defined by applicable federal, state and local laws.

9. Obligations of County. County shall:

- a. Pay the stated portion of the tenant's rent unless and until the tenant has vacated the dwelling unit or has otherwise been found to be ineligible for participation in the SPC program.
- b. Provide Landlord thirty (30) days written notice prior to stopping rental subsidy payments on behalf of the tenant when the tenant/participant is terminated from the SPC Program.
- c. Cease payments to Landlord for any month after the month when the tenant vacates the dwelling unit.

10. Termination of Tenancy. Landlord may evict the tenant following applicable state and local laws. Landlord must give the tenant and County written notice of the eviction and notify County in writing when eviction proceedings are begun. This may be done by providing County with a copy of the required notice to the tenant.

11. Termination of Assistance. In accordance with 24 CFR 582.320, County may terminate housing assistance for a violation of SPC program requirements or conditions of occupancy. A notice to terminate or quit leasing from the tenant may be relied upon by County as a stop date for providing Rental Assistance Payments. Any holdover by the tenant beyond the quit date shall be a matter solely between the tenant and Landlord. County shall not be responsible to provide any rental assistance payments beyond the lease termination or quit date.

County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice.

It is further understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, County reserves the right to terminate this Agreement upon thirty (30) days' written notice.

12. Fair Housing Requirements.

- a. **Nondiscrimination.** Landlord shall not, in the provision of the dwelling unit or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, County and the SPC Program Administrator, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by Landlord.
- b. **Cooperation in Quality Opportunity Compliance Reviews.** Landlord shall cooperate with County in conducting compliance reviews and investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

13. Access to Records. Landlord shall provide, at any time, any information pertinent to this Agreement that County may reasonably require. Landlord shall further permit County staff and/or representatives access to the dwelling unit and, for the purposes of audit and examination, access to any of Landlord's books, documents, papers and records to the extent necessary to determine compliance with this Agreement.

14. Warranty of Condition of Dwelling Unit. Landlord warrants the dwelling unit is in decent, safe and sanitary condition as those terms are defined by current HUD guidelines and state and federal laws, is in compliance with Americans with Disabilities Act regulations and that Landlord has the legal right to lease the dwelling unit during the Agreement term.

15. Instances of Default. Any of the following shall constitute a breach of this Agreement:

- a. Landlord violates any obligation under this Agreement;
- b. Landlord has demonstrated any intention to violate any obligation under this Agreement; or
- c. Landlord commits any fraud or made any false statement in connection with any Federal housing assistance program.

This list of instances of default is not intended to be exclusive.

Any remedies employed by County in accordance with this Agreement shall be effective as provided in a written notice by County to Landlord. County's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

16. Relation to Third Parties. County does not assume any responsibility for, or liability to, any person injured as a result of Landlord's action or failure to act in connection with the implementation of this Agreement, or as a result of any other action or failure to act by Landlord.

Landlord is not an agent of County and this Agreement does not create or affect any relationship between County and any lender to Landlord, or any suppliers, employees, contractors or subcontractors used by Landlord in connection with this Agreement.

Nothing in this Agreement shall be construed as creating any right of the tenant or a third party to enforce any provision of this Agreement or to assess any claim against County or Landlord under this Agreement.

17. Conflict of Interest. No employee of County, or family member of a County employee, who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public

official or member of a governing body or state or local legislator who exercises functions or responsibilities with respect to the SPC program shall have any direct or indirect interest during their tenure, or for one year thereafter, in this Agreement or in any proceeds or benefits arising from this Agreement.

18. Authority to Contract. Landlord 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 Landlord'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 Landlord to act in connection with the application and to provide such additional information as may be required.

19. Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: COMCARE of Sedgwick County
Attn: Contract Notification
271 W. 3rd Street, Suite 600
Wichita, Kansas 67202

and

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

Landlord: Name
Address
City, State Zip

20. Hold Harmless. Landlord shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Landlord's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Retention of Records. Unless otherwise specified in this Agreement, Landlord agrees to preserve and make available to County 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.

27. 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.

28. Disclaimer of Liability. County shall not hold harmless or indemnify Landlord beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

29. Acceptance of Agreement. This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

30. Arbitration, Damages, Jury Trial and Warranties. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County 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 the County has consented to a jury trial to resolve any disputes that may arise hereunder. Landlord waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

31. Confidentiality. Landlord may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Landlord must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services and/or goods under this Agreement. Landlord shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Landlord must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Landlord. Upon the termination or expiration

of this Agreement, Landlord shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

32. Cash Basis and Budget Laws. The right of the County 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 County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves 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.

33. Miscellaneous.

- a. The SPC Program requires participants to actively participate in support services agreements which may require various forms of care and/or support services.
- b. Failure to meet the terms of a support services agreement may be grounds for termination of rental assistance from County.
- c. Rental assistance payments on behalf of the tenant may be terminated by County if the tenant, family, or guests engage in drug related criminal activity, violent criminal activity, and violation of probation or parole all as defined by applicable Federal, State and local laws.
- d. During the Agreement term, the rent to Landlord may at no time exceed the reasonable rent for the dwelling unit as most recently determined or re-determined by County in accordance with HUD requirements. County may re-determine the reasonable rent at any time. County must determine whether the rent to Landlord is reasonable in comparison to rent for other comparable unassisted units. During the Agreement term, the rent paid to Landlord may not exceed rent charged by the Landlord for comparable units in the premises. Landlord must give County any information requested by County on rents charged by the Landlord for other units in the premises or elsewhere.
- e. Landlord (including a principal or other interested party) shall not be the parent, child, grandparent, grandchild, sister or brother of any member of the tenant household, unless County has approved and notified Landlord and the family in writing, of such determination that approving rental of the dwelling unit, notwithstanding such relationship, would provide reasonable accommodations for a family member who is a person with disabilities.
- f. 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

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

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

LANDLORD

David T. Dennis, Chairman
Commissioner, Third District

APPROVED AS TO FORM ONLY:

Michael L. Fessinger
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk