

AMENDMENT TO SUBRECIPIENT AGREEMENT FOR
AMERICAN RESCUE PLAN ACT SLFRF FUNDS

Residences at 9th and Wall

This Amendment to Subrecipient Agreement ("Amendment") amends the "Subrecipient Agreement for American Rescue Plan Act SLFRF Funds" ("Original Agreement") between the County of Weber, Utah (the "County") and the Weber Housing Authority (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties," which the Parties fully executed on or about August 9, 2022. The purpose of this Amendment is to revise the scope of Subrecipient's Project; and

WHEREAS, Section 1, Paragraph C of the Original Agreement provides:

"The Subrecipient may make revisions to the scope of the Project with approval from the Weber County Commission, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use[s] of SLFRF funds under the Rule."

WHEREAS, due to planning and zoning restrictions placed upon the Project by Ogden City—and due to a restructured ownership of the Project intended to maximize funding sources—Subrecipient has submitted to the County a revised scope of the Project, attached hereto as **Exhibit 1**; and

WHEREAS, based on the Subrecipient's submission, the County has determined that the Subrecipient's revised scope is not a material alteration to the Project, and the Project remains under the same category of eligible uses of SLFRF funds under ARPA and the Final Rule; and

WHEREAS, the Weber County Commission approved the revised Project scope, subject to the County and the Subrecipient entering into this Amendment.

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. RECITALS AND DEFINED TERMS

- A.** The above recitals are incorporated into, and made a part of, the Original Agreement.
- B.** All capitalized terms not defined in this Amendment shall have the meanings assigned to them in the Original Agreement.

2. AMENDMENTS

- A.** Exhibit A of the Original Agreement is amended and superseded by the revised scope described in Exhibit 1. If Exhibit A of the Original Agreement and Exhibit 1 conflict, then Exhibit 1 controls.

3. NO FURTHER MODIFICATIONS.

- A. Except as modified by this Amendment, the remaining terms and conditions of the Original Agreement remain unmodified and in full force and effect, and the Parties hereby ratify all other provisions in the Original Agreement.

EXECUTION:

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Gage Froerer, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

WEBER HOUSING AUTHORITY

By Andi Beadles
Andi Beadles, Director

Date 11/13/2023

ATTEST:

M Shaffer
By: Marianne Shaffer

EXHIBIT 1: SUBRECIPIENT'S REVISED PROJECT SCOPE

Project Scope

The Friends of Weber Housing Authority (“FOWHA”) is (i) an affiliate of the Weber Housing Authority (“WHA”), and (ii) the sole member of WHA-Meadowbrook, LLC, a Utah limited liability company (“MGP”), and MGP is the managing general partner of Meadowbrook Apartments, LLLP, a Utah limited liability limited partnership (the “Partnership”). The Partnership will build, construct, develop, and own a 46 -unit complex for low-income individuals (below 50% AMI) to be known as “Meadowbrook Apartments” (the “Project”). Pursuant to the Original Agreement, the County will provide a grant of the Award to the WHA. WHA will use the proceeds of such grant to make a subsequent grant to FOWHA, the proceeds of which will be used by FOWHA to make a loan to the Partnership, the proceeds of such loan will be used by the Partnership to fund eligible costs in connection with the construction of the Project. The plan will subsidize eighteen units through WHA with Project-Based Vouchers for chronically homeless, disabled individuals. The Project will provide decent, safe, and affordable housing. Weber Human Services (“WHS”) will provide case management services to assist participants as they progress toward self-sufficiency. Case management teams will offer counseling in substance use, mental health treatment, medication management, and life skills training. Team members will also assist participants in identifying triggers that have contributed to their homelessness in the past. Group self-sufficiency classes are offered onsite, and private office space will be available for case managers and therapists to provide services. Onsite amenities will include laundry, community and, computer rooms, and offices for WHS staff. This new construction project will be one self-contained building on a 1.69-acre lot. The Meadowbrook Apartments will have a resident monitor that will oversee the nightly operations of the Project and a WHA staff member will provide security during the day. The Project has an estimated completion date of December 2024.

Deliverables/Performance Measures

WHA will measure the benefits of this Project by increasing the number of deeply affordable housing units available in Weber County. Forty-six (46) additional units will be created and used to enrich our community's quality of life for both the low-income and chronically homeless, disabled households. An additional benefit will be the number of homeless families that will no longer be residing in places not meant for human habitation or at the Lantern House. These households will have access to case management as they strive for self-sufficiency. Still, most importantly, this population will not be utilizing costly homeless resources that do not lead to long-term housing stability. As a result, Weber County will see a decrease in the Point in Time Count numbers. We anticipate the number of homeless individuals sleeping on the streets will decrease by 24% due to this project.