

AMENDMENT TO SUBRECIPIENT AGREEMENT FOR  
AMERICAN RESCUE PLAN ACT SLFRF FUNDS

**Wolf Creek Reuse Water Storage Pond**

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 Wolf Creek Water and Sewer Improvement District (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties," which the Parties executed on or about December 13, 2022. The purpose of this Amendment is to increase the amount of SLFRF funding provided by the County to the Subrecipient.

**WHEREAS**, in the Original Agreement, the Subrecipient was awarded \$2,600,000 in SLFRF funds for two eligible Projects: \$1,850,000 for the Reuse Water Storage Pond and \$750,000 for Well Drilling; which Projects are more fully described in Exhibit A of the Original Agreement; and

**WHEREAS**, Section 1, Paragraph B of the Original Agreement provides:

"In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Weber County Commission, in its sole discretion, may approve and authorize additional SLFRF funds for the Project."

**WHEREAS**, Subrecipient requested additional SLFRF funds from the County for the Reuse Water Storage Pond; and

**WHEREAS**, the County has determined that the Reuse Water Storage Pond remains an eligible Project for the use of SLFRF funds under ARPA and the Final Rule; and

**WHEREAS**, the County has awarded the Subrecipient additional SLFRF funds in the amount of \$1,724,646 for the Reuse Water Storage Pond, for a total Award of \$3,574,646 for the Reuse Water Storage Pond, 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. The amount of the Award in the Original Agreement is amended to \$4,324,646, which constitutes \$3,574,646 for the Reuse Water Storage Pond—increased by \$1,724,646—and \$750,000 for the Well Drilling—unchanged.

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:

\_\_\_\_\_  
Ricky Hatch, Weber County Clerk/Auditor

**WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT**

By E. Miranda Menzies  
E. MIRANDA MENZIES  
Name & Title: CHAIR, BOARD OF TRUSTEES

Date 11-06-23

ATTEST:

By Don Stefanik  
Name & Title Don Stefanik - Trustee  
Wolf Creek Water & Sewer Imp. District  
Board of Trustees