

**Amendment to
Agreement between La Crosse County
Catholic Charities of La Crosse and Couleecap
for Family Bridge Housing**

Page 2, Number 5, of the original agreement states, "The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the parties from its obligations under this Agreement".

The parties hereby wish to amend the agreement by replacing Page 5, paragraph 3 of the agreement.

The original language in this paragraph is as follows:

"Rent on all units will not exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent for La Crosse County and other lease terms will depend on the property (i.e., whether utilities are included in rent). Families moving into the units will have varying income status. A number will have income from wages or benefits but rent charged to the family will not exceed 30% of their income. La Crosse County Human Services will enroll families into programs that subsidize or cover the remaining portion of their rent (for example, rental vouchers) when possible. Some families moving into the units will have no income and will not be enrolled in a program upon entry. In these cases, the family will enter the unit rent free until they are able to be enrolled into a program that will cover rent or are able to earn income. It is estimated that approximately 70% of units will need to be 'rent paid' status to offer 30% of units at zero or partial rent. Couleecap and Catholic Charities will communicate unit availability, and the rent amount required for each available unit."

The updated language to replace this paragraph is as follows:

The process for referral of families and determination of the rent paid will be structured as follows:

1. La Crosse County Human Services will refer a family for each available Thriving Families unit.
2. La Crosse County Human Services will determine the amount of rent for each family housed in a Thriving Families unit.
3. Couleecap and Catholic Charities will not pay utility costs on behalf of tenants while a unit is occupied. For the purposes of this agreement, utilities include gas, electricity, internet, and cable. Water and sewer costs will be covered by Couleecap and Catholic Charities. If a tenant fails to pay their utilities and Couleecap or Catholic Charities determines that payment is necessary to prevent property damage, the County will reimburse the organizations for the expense. Additionally, Couleecap and Catholic Charities are responsible for all utility costs incurred during periods of vacancy.
4. La Crosse County will guarantee a total minimum amount of annual rental income computed as follows:

Total Units x Minimum Rent Per Unit = Total Annual Minimum Rental Income

Minimum Rent Per Unit = HUD FMV Monthly Rent x 55% x # of Months Unit in Service*

**This would apply to Units Purchased and Placed into Service during the year. The "Placed in Service Date" would be the date the property is available for rent.*

This will be referred to as the “Minimum Guaranteed Annual Rent”. The percentage used for this computation will be reviewed annually and may be amended with consent of all parties to the agreement. Any future changes shall be approved by the Health and Human Services Board.

5. Catholic Charities and Couleecap will provide the following to La Crosse County Human Services every quarter (based on calendar year quarters):
 - a. Income statements showing all the income and expense items allocated to the Thriving Families Program.
 - b. A statement listing all utility expenses paid to prevent damage to the property during a period the property was occupied. This listing should include the property address, a description of the expense, and the period it was for.
6. Payments by La Crosse County to Couleecap and Catholic Charities
 - a. Annual Rent Guarantee
On a calendar-year basis, if the actual rent received is less than the Minimum Guaranteed Annual Rent, La Crosse County will pay the difference to the organizations. The total actual rent amount used for this calculation will be based on the final year-end financial statements. Any prepayments made under section 6.b will be deducted from the amount owed. If prepayments exceed the amount due for the year, the excess will be carried forward and applied to any future amounts.
 - b. The organizations may qualify for a prepayment towards the Minimum Guaranteed Annual Rent. If the total rent received for the first six months of the calendar year is less than 80% of the minimum guaranteed rent for that period, La Crosse County will provide a prepayment equal to the difference between the rent received and the minimum guaranteed rent.

This amendment will be effective for the calendar year beginning January 1st, 2025.

Tina Tryggestad, County Board Chair

Date: _____

Couleecap

Date: _____

Catholic Charities of La Crosse

Date: _____