

AMENDMENT
to the
AGREEMENT
between
WEBER COUNTY and OGDEN NORDIC, INC.

THIS AMENDMENT is between **WEBER COUNTY**, a body corporate and politic of the State of Utah (“County”) and **OGDEN NORDIC, INC** (“Contractor”). County and Contractor may be referred to jointly as the “Parties.”

RECITALS

WHEREAS, on 15 June 2021 County and Contractor entered into an agreement (County contract #596) (“Agreement”) allowing Contractor to operate and maintain various snow grooming and related activities at the County’s North Fork Park; and

WHEREAS, the Parties now desire to amend the Agreement and provide additional details concerning the Nordic Center as referenced in the Agreement; and

WHEREAS, Section 13 “Amendments to Agreement” of the Agreement allows the Parties to execute amendments to the Agreement when mutually agreed to in writing; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Amendment, the Parties covenant and agree as follows:

1. Section 6 “Fees and Reimbursement” paragraph G shall be replaced in its entirety as follows:

The County recently obtained a yurt on the premises of its Park which yurt is commonly referred to as the Nordic Center (“Nordic Center”). While this Agreement is in effect, Ogden Nordic will continually keep the Nordic Center in good repair and perform any necessary maintenance at its own expense to ensure the safety of volunteers, staff, and visiting patrons. Ogden Nordic shall obtain approval from the County prior to making any major modifications to the Nordic Center, especially if Ogden Nordic intends to enlarge the current footprint of the Nordic Center.

Contractor may rent the Nordic Center to patrons and/or members of the public at a rate of \$125.00 per night during the Winter Season (December 01 – March 01) in accordance with the fee schedule established by Weber County Ordinance 16-2-3 “County Park Fees”. Of the \$125.00 per night rate, Contractor shall remit \$65.00 to County.

2. All other terms and conditions of the Agreement not specifically referenced herein shall remain in full force and effect.

Dated this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James "Jim" Harvey, Chair

Commissioner Harvey voted _____
Commissioner Jenkins voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

By _____
Jerome Berg, President of Ogden Nordic, Inc.

ACKNOWLEDGEMENT OF OGDEN NORDIC

State of Utah)

) ss:

County of Weber)

On the ____ day of _____, 2021 appeared before me _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her capacity as a duly appointed representative and agent of Ogden Nordic.

Notary Public