

**FIRST AMENDMENT OF
EXPOSITION CENTER INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT OF EXPOSITION CENTER INTERLOCAL AGREEMENT (this "First Amendment"), effective as of _____ (the "Effective Date"), is made by and between OGDEN CITY CORPORATION, a Utah municipal corporation (the "City"), and WEBER COUNTY ("County").

WHEREAS, on or about December 15, 1987, the City and County entered into a Ground Lease Agreement ("Ground Lease") whereby the County leased City property to develop a multi-use recreational project and exposition center, which is commonly known as the Weber County Fairgrounds ("Fairgrounds"). The term of the Ground Lease is 50 years, with a County option to renew for an additional 50 years.

WHEREAS, in anticipation of entering into the Ground Lease, on or about November 10, 1987, City and County entered into an Exposition Center Interlocal Agreement ("Interlocal Agreement"), attached as Exhibit A hereto, which describes cooperative efforts by City and County related to County development and management of the Fairgrounds.

WHEREAS, the first paragraph 6 of the Interlocal Agreement (two separate paragraphs are each labeled "6") requires the County to provide certain equestrian facilities. Since adoption of the Interlocal Agreement in 1987, the County has made substantial and continuous investments in equestrian facilities at the Fairgrounds that exceed the requirements of the first paragraph 6. The County now seeks to amend the first paragraph 6 of the Interlocal Agreement to give the County flexibility to develop and maintain equestrian facilities and other recreational facilities that meet market demand and serve the best interest of County residents;

WHEREAS, the City acknowledges that the County has diligently developed and maintained equestrian facilities at the Fairgrounds that exceed the requirements of the Interlocal Agreement and Ground Lease, and that the County is uniquely qualified and experienced to best determine the types of equestrian and other recreational facilities that meet market demand and serve the interests of County residents;

WHEREAS, the parties desire to amend the Interlocal Agreement to allow the County to exercise its knowledge, experience and reasonable discretion in developing and maintaining equestrian facilities at the Weber County Fairgrounds.

WHEREAS, the parties desire to fix the numbering of the second paragraph 6.

WHEREAS, the board of directors described in paragraph 4 of the Interlocal Agreement has not been functioning as described, but has served as an advisory board, and the parties agree that the advisory function has worked well and that the Interlocal Agreement should be amended to reflect this practice.

NOW, THEREFORE, in consideration of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and County hereby agree as follows:

1. **Amendments.**

- a. Paragraph 4 of the Interlocal Agreement shall be deleted and replaced with the following text:

“An advisory board shall be formed and shall meet at least six times per year to advise Weber regarding operating procedures, policies, and other matters related to the facility. Ogden will be entitled to name one delegate to serve on the advisory board, and the Weber County Commission shall appoint the remaining members, in a number to be determined by Weber. Members of the advisory board shall not be paid for their service on the board, and they shall serve at the will of the entity that appointed them.”

- b. The first paragraph 6 of the Interlocal Agreement shall be deleted and replaced with the following text:

“6. Weber, at all times during the term of the lease and any extensions, will maintain equestrian facilities at the multi-use recreation and exposition center that in its reasonable determination best serves the interests of its residents.”

- c. The second paragraph 6 of the Interlocal Agreement shall be renumbered as paragraph 7.

2. **Conflicts and Other Provisions.** In the event of any conflict between the provisions of the Interlocal Agreement, including all amendments and extensions thereof, with the provisions of this First Amendment the provisions of this First Amendment shall control. All other terms of the Interlocal Agreement, as amended, not modified herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and County have executed this Amendment as of the Effective Date.

City:

County:

OGDEN CITY CORPORATION

WEBER COUNTY

By: _____

By: _____

Attest:

Attest:

Ogden City Recorder

Ricky Hatch, Weber County Clerk/Auditor

Approved:

Ogden City Attorney

Approved:

Weber County Attorney